

ROSSMOOR

COMMUNITY SERVICES DISTRICT



Regular Meeting of the Board Agenda Package

April 9, 2013

PUBLIC COPY

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

REGULAR MEETING

RUSH PARK
3021 Blume Drive
Rossmoor, California

Tuesday, April 9, 2013

7:00 p.m.

A. ORGANIZATION

1. CALL TO ORDER: 7:00 p.m.
2. ROLL CALL: Directors Casey, Coletta, Kahlert, Rips
President Maynard
3. PLEDGE OF ALLEGIANCE
4. PRESENTATIONS
 - a. Orange County Sheriff's Department Deputy Mike Bard: K-9 Unit police dog demonstration.

B. ADDITIONS TO AGENDA - None

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

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

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

C. PUBLIC FORUM

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

D. REPORTS TO THE BOARD

1. REPORT ON TREE PLANTINGS IN PARKWAYS - STATUS UPDATE

E. CONSENT CALENDAR

1. MINUTES:

a. Regular Board Meeting of March 12, 2013.

2. FEBRUARY 2013 REVENUE AND EXPENDITURE REPORT.

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

F. PUBLIC HEARING-None

G. RESOLUTIONS-None

H. REGULAR CALENDAR

1. SECOND READING AND POSSIBLE ADOPTION OF PAPERLESS AGENDA PROGRAM POLICY

2. RESIDENT'S APPEAL OF GENERAL MANAGER'S DECISION RE: PLANTING OR REMOVAL OF PARKWAY TREES.

3. YOUTH CENTER ROSSMOOR PARK SUMMER DAY CAMP-PARTNERSHIP PROPOSAL.

4. DISCUSSION WITH EXTERNAL AFFAIRS CONSULTANT AND POSSIBLE ACTION RE: RENEWAL OF PROFESSIONAL SERVICES AGREEMENT-MANAGEMENT CONSULTANT

I. GENERAL MANAGER ITEMS

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

J. BOARD MEMBER ITEMS

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

K. CLOSED SESSION

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957
Title: General Manager

L. ADJOURNMENT

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

reasonable manner.

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

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

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

CERTIFICATION OF POSTING

I hereby certify that the attached Agenda for the April 9, 2013, 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:

Chris Montano
CHRIS MONTANA
General Manager

Date 4-5-13

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM A-4

Date April 9, 2013
To: Honorable Board of Directors
From: General Manager
Subject: PRESENTATIONS FOR MEETING OF APRIL 9, 2013

RECOMMENDATION:

Receive presentations.

BACKGROUND:

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

- a. Orange County Sheriff's Department Deputy Mike Bard will conduct a demonstration of K-9 "Jansen's" abilities as a police service dog.

ATTACHMENTS:

None.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-1

Date: April 9, 2013
To: Honorable Board of Directors
From: General Manager
Subject: REPORT ON TREE PLANTINGS IN PARKWAYS & STATUS UPDATE

RECOMMENDATION:

Receive the report and provide direction to General Manager and General Counsel on future plantings in covered parkways and parkways where resident requests that no tree be planted.

BACKGROUND:

Section 3080.20 of RCSD Policy No. 3080, Parkway and Rossmoor Way Median Tree Maintenance, states that all parkways at private residences shall have at least one tree, where feasible, and those currently without a tree(s) will have a tree(s) planted by the District as funds become available.

The District's Tree Consultant, Ms. Mary Kingman, has prepared an updated Vacant Site Report, which lists 216 residential sites where parkway trees do not exist. A residence may include more than one site.

Of the 216 Vacant Sites, 13 are deemed "unplantable" for reasons such as proximity to light posts, inadequate size of the parkway, or the fact that they are "covered" by concrete, bricks, pavers and/or shrubbery. Four of the 13 unplantable sites are covered parkways.

Originally, there were 21 covered parkways, which were addressed at the November 13, 2012 RCSD Meeting. Since then, the County of Orange has cut out planting areas at 10 sites (and trees have been planted). Four sites were previously determined to be plantable, and trees had been planted. Three other sites on the Covered Parkway list were re-classified as permanently unplantable due to proximity to utilities or other trees. The remaining four sites of the original 21 sites remain covered and are included with the 13 unplantable sites; since Orange County Public Works has recently confirmed that they have no intention of removing these coverings, due to resident protests. These sites were appealed to Board by the respective residents and their appeals were denied by the Board.

Eighty-five of the 216 Vacant Sites are considered “low priority planting” since they are side parkways of corner lots, some already having a tree planted at the residence. This leaves 118 sites where trees need to be planted in parkways in accordance with Policy 3080.20.

Of these 118 sites identified, there are 20 sites in which residents have requested that a tree not be planted.

For fiscal year 2012-13, the Board has budgeted \$18,000 for the planting of trees, of which \$3,996 has not been spent. The cost of planting one parkway tree is \$180, meaning that 22 tree plantings can be funded in 2012-2013 budget. After funds are set aside for the immediate replacement plantings of approximately 10 trees, an additional 12 trees from the plantable site list can be planted.

This would leave 86 un-protested Plantable Vacant Sites at the end of 2012-2013. The estimated cost of planting 86 trees at \$180 per tree is \$15,480.00 for fiscal year 2013-2014.

Therefore, it is staff’s intent to plant trees at the 98 plantable sites as outlined above by the end of fiscal 2013-2014 as funding permits.

However, staff requires the Board’s direction on how to proceed with the four remaining covered sites and sites where a resident has protested and the Board has denied those appeals. General Counsel has recommended that the District apply for an encroachment permit from the County as a next step. Should the County issue such permits, the District could perform the removal of obstructions to the planting of a tree at District expense. Should the County deny issuance of such permits, General Counsel will advise the Board on its options.

ATTACHMENTS:

1. Vacant Site Report dated March 27, 2013.
2. Covered Parkway Status Report dated March 27, 2013
3. Rossmoor Community Services District Policy No. 3080, Parkway and Rossmoor Way Median Tree Maintenance.



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

VACANT SITE REPORT	
	Totals
Plantable Sites	98
No Record of WCA or County Removal: 15	
Unplantable Site	13
Paved Parkway - Resident Appeal: 4	
Side Parkway - Low Priority	85
Resident No Plant Request	20
Grand Total	216

Mary Kingman
Tree Program Assistant
Rossmoor Community Services District

Status of Rossmoor Covered Parkways

SITE	ADDRESS	PARKWAY COVERAGE	RESIDENT STATUS	COUNTY STATUS
1	2932 YELLOWTAIL	TREES PLANTED, <i>FRONT AND SIDE PARKWAY</i> DEC. 2012		
2	X 2992 YELLOWTAIL	Concrete and 2' brick planter	Lightpost in pkway, not room for tree	
3	X 3112 YELLOWTAIL	Concrete covering parkway	H2O Pump House location - no parkway	
4	3316 DRUID	cut-out not needed - plantable site	Talked to resident about choices 11/14/12, sent planting letter March 22	Parkway not paved
5	2822 BRIMHALL	TREE PLANTED JULY 2012		
6	2702 COPA DE ORO	Parkway covered in pavers	Appeal denied - see below*	Approval needed
7	2642 COPA DE ORO	TREE PLANTED JULY 2012		
8	2691 TUCKER	TREE PLANTED JULY 2012		
9	11962 MARTHA ANN	TREE PLANTED DEC. 2012		
10	3271 QUAIL RUN	TREE PLANTED DEC. 2012	Agreed	
11	3102 RUTH ELAINE	TREE PLANTED DEC. 2012	Agreed	
12	11351 WALLINGSFORD	Junipers and Concrete covering parkway	Appeal denied - see below**	Approval needed
13	11621 MONTECITO	Brick and concrete covering parkway	Appeal denied - see below***	Approval needed
14	11631 MONTECITO	TREE PLANTED JULY 2012		
15	11661 MONTECITO	TREE PLANTED DEC. 2012		
16	2932 INVERNESS	Concrete and three 5' Privet shrubs	Appeal denied - see below****	Approval needed
17	X 3212 WENDY	Ivy covering parkway	Large trees in yard, would interfere w/ pkwy tree	
18	11451 MARTHA ANN	TREE PLANTED DEC. 2012		
19	11152 WEMBLEY		<i>Front and Side Parkway cuts complete, to be planted Apr. 2013</i>	
20	11401 WEATHERBY	TREE PLANTED DEC. 2012		
21	11971 WEATHERBY	TREE PLANTED DEC. 2012		

***2702 Copa De Oro**

Resident failed to appear at board meeting, Feb 14, 2012. Appeal regarding her request not to plant tree was denied by board. Motion passed 5-0

****11351 Wallingsford**

At board meeting, Feb. 14, 2012 the district agreed to care for resident Rosalile Simpson's parkway tree, the selection to be approved by her.

*****11621 Montecito**

Resident failed to appear at board meeting, Feb 14, 2012. Appeal regarding her request not to plant tree was denied by board. Motion passed 5-0

******2932 Inverness**

Appeal regarding her request not to plant tree was denied by board, Feb. 14, 2012. Motion passed 5-0

X - Site removed from original list

Rossmoor Community Services District

Policy

No. 3080

**PARKWAY AND ROSSMOOR WAY MEDIAN TREE
MAINTENANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3080.41 Valid reasons for removing trees:

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

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

3080.42 Non-valid reasons for removing trees:

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

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

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

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

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

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

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

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

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

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

3080.80 Enforcement of Policy:

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

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

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

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

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

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

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

3080.90 Quarterly Report: The General Manager shall provide a quarterly report to the Board giving a summary of all parkway and median tree plantings, trimmings, inspections and removals.

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

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

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

Adopted: September 10, 2002
Approved renumbering & format: October 10, 2002
Reaffirmed: December 10, 2002
Amended: December 9, 2003
Amended: April 13, 2004
Amended: October 12, 2004
Amended: July 12, 2005
Amended: December 13, 2005
Amended: April 13, 2010
Amended: June 14, 2011

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-1a.

Date: April 9, 2013
To: Honorable Board of Directors
From: General Manager
Subject: MINUTES: REGULAR MEETING OF MARCH 12, 2013

RECOMMENDATION:

Approve the Minutes of the Regular Meeting of March 12, 2013 as prepared by the Board's Secretary/General Manager.

BACKGROUND:

The report reflects the actions of the Board at their Regular March 12, 2013 Meeting of the Board as recorded by the Board's Secretary/General Manager.

ATTACHMENTS:

1. Minutes-Regular Meeting of March 12, 2013 Prepared by the Board's Secretary/General Manager.



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

REGULAR MEETING

RUSH PARK
3021 Blume Drive
Rossmoor, California

Tuesday, March 12, 2013

A. ORGANIZATION

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

**2. ROLL CALL: Directors Coletta, Casey, Kahlert, Rips,
President Maynard**

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS:

a. Golden State Water Company, District Manager Robert Hanford Re: General Information for Rossmoor Residents

District Manager Robert Hanford with the Golden State Water Company gave a PowerPoint Presentation providing information about Golden State Water Company's business structure and regulatory environment, water supply issues of southern California, and west Orange County's unique groundwater resource. Resident water pipe responsibilities, water leak discovery and troubleshooting tips were also discussed. He had announcements relative to Fix-A-Leak Week and directed the Board and the community to the company website for further details.

B. ADDITIONS TO AGENDA—None

C. PUBLIC FORUM

Victor Parker addressed community parking issues on Kempton Drive, Main Way, Woodstock Road and Tucker caused by spillover from the Seal Beach/Rossmoor Park condominium residents. Residents previously parked at the Shops at Rossmoor until owner informed them that this was no longer allowable, perhaps due to liability issues. He expressed concerns relative to decreased neighborhood street parking availability, the impact on trash and street sweeping services, and decreased visibility causing safety concerns for children at play. Mr. Parker stated that he had brought his concerns to a number of agencies, but so far the only one who seemed to care was General Manager Chris Montana. He requested that a letter of support for his position be written by the

RCSD Board or General Manager and sent to the Rossmoor Park Homeowners Association. He stated that a global solution was badly needed.

LAGSL President John Giacomini reported on the business of the league. He discussed the February 23rd Opening Day event, the success of the recent carnival, league photos, etc. He added that communication with the neighbors had been positive and effective, cooperation with OC Sheriff and self-policing efforts had kept noise to a minimum and there were no issues to report.

D. REPORTS TO THE BOARD—None

E. CONSENT CALENDAR

1a. MINUTES-REGULAR BOARD MEETING OF FEBRUARY 12, 2013

2. JANUARY 2013 REVENUE AND EXPENDITURE REPORT

The Consent Calendar was unanimously approved as submitted, 5-0.

F. PUBLIC HEARING—None

G. RESOLUTIONS:

1. RESOLUTION NO. 13-03-12-01 A RESOLUTION OF THE BOARD OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT'S REJECTION OF GOVERNMENT CLAIM

Approve Resolution No. 13-03-12-01 by reading the title only and waiving further reading as follows:

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

Resolution No.13-03-12-01 Rejection of Government Claim was unanimously approved by roll call vote 5-0.

2. RESOLUTION NO. 13-03-12-02 REJECTION OF GOVERNMENT CLAIM

Approve by roll call vote, Resolution No.13-03-12-02 by reading the title only and waiving further reading as follows:

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

Resolution No.13-03-12-02 Rejection of Government Claim was unanimously approved by roll call vote 5-0.

H. REGULAR CALENDAR

1. ADOPTION OF FY 2013-2014 BUDGET CALENDAR

Recommendation for adoption of FY 2013-2014 Budget Calendar. Brief discussion ensued. Motion by Director Coletta, Seconded by Director Rips to approve the adoption of the FY 2013-2014 Budget Calendar. Motion passed 5-0.

2. FIRST READING OF PAPERLESS AGENDA PROGRAM POLICY

Recommendation to give first reading to newly created Policy No. 5025 Paperless Agenda Program Policy. Discussion ensued relative to striking all language from the policy referencing or pertaining to the use of outside personal devices and tailor it solely to the use of District Owned devices. It was the consensus of the Board to bring the policy back to the Board for a second reading at the next regular meeting of the Board in April.

3. AGREEMENT FOR PROVISION OF PRODUCTION SERVICES OF DISTRICT BOARD MEETINGS

Recommendation to authorize the General Manager to renew the revised agreement for provision of production services of District Board meetings with Mr. Doug Wood. Discussion ensued. Director Rips had questions relative to changes in Exhibit B of the agreement. General Manager Chris Montana stated that she would investigate any inconsistencies between executed vendor contracts and invoiced amounts and report her findings back to the Board at a later date. Motion by Director Kahlert, seconded by Director Casey to authorize the General Manager to renew the agreement with Mr. Doug Wood for provision of production services of District Board Meetings with the addition of the Audio Board and Computer Graphics Operator at an hourly rate of \$15 per hour mentioned in Exhibit B. Motion Passed 5-0.

4. AUTHORIZE GENERAL MANAGER TO ENTER INTO A CO-SPONSORSHIP AGREEMENT WITH SHAKESPEARE BY THE SEA

Recommendation to authorize the General Manager to enter into a co-sponsorship agreement with Shakespeare by the Sea, in which the District would be responsible for the coordination and costs of County permits, NTE \$3,000, for inclusion in the next Fiscal Year's budget. Discussion ensued relative to the actual costs of staff and event permits required by the County for the stage construction and other County mandates. Recreation Superintendent Emily Gingras responded that she only had an estimate available for permit costs; actual costs were unknown at this time and would need to be determined at a later date once the scope of the event was submitted to the County. She stated that District Recreation Staff usually worked the event for about three hours. She concluded that other communities typically pay for Shakespeare by the Sea's performance, which is currently done in Rossmoor free of cost. The performer's offset some of their costs by selling snacks.

Motion by Director Rips, seconded by Director Kahlert to approve the co-sponsorship with Shakespeare by the Sea in an amount NTE \$3,000 for cost of County permits, to be included in the FY 2013-2014 Budget. Motion passed 5-0.

5. AUTHORIZE GENERAL MANAGER TO EXECUTE AGREEMENT WITH MUSCO LIGHTING TO UPGRADE ROSSMOOR PARK REMOTE LIGHTING SYSTEM

Recommendation to authorize the General Manager to execute an agreement with Musco Lighting to upgrade Rossmoor Park Remote Lighting System. The General Manager reported that the installation of the new cellular technology would replace the severely outdated dial-up function. Discussion ensued relative to the current 17 zone system currently in place as opposed to the 7 zones contained in the proposal. The Board had questions relative to zone use, expandability features and options, the as well as current and future vision for Rossmoor Park lighting needs. It was the consensus of the Board to table the item until said items had been more thoroughly researched.

6. AUTHORIZE GENERAL MANAGER TO EXECUTE AGREEMENT WITH MARINA SECURITY GATE AND IRON WORKS TO INSTALL NEW MONTECITO CENTER SECURITY GATE

Recommendation to authorize the General Manager to execute an agreement with Marina Security Gate and Iron Works to install a new security gate at the Montecito Center facility in Rossmoor. Discussion ensued relative to the warranty language regarding paint water damage and rust and the Fire Department Safety Switch. It was the consensus of the Board to table the item until additional bids were sought and powder-coated metal options were researched so as to extend the lifespan of the gate and guard against the salt air, water damage and rust.

7. DIRECT GENERAL MANAGER ON HOW TO PROCEED REGARDING PROPOSAL FROM VERIZON TO LEASE DISTRICT PROPERTY FOR INSTALLATION OF CELL TOWER

Direct the General Manager how to proceed regarding a proposal from Core Development Services, as Verizon's representative to Lease District Property for installation of a cell tower in Rush Park. Discussion ensued relative to size, risks, public input and outcry.

Motion by Director Rips, seconded by Director Casey to deny Verizon's Proposal and request for installation of a cell tower in the Rossmoor Community. Motion Passed 4-1, with Director Kahlert voting No.

I. GENERAL MANAGER ITEMS

Chris Montana reminded the Board that their Form 700 Statement of Economic Interests is

due on April 1, 2013 and could be filled out and submitted online. She announced that the District had scheduled an Orange County Sheriff K-9 Demonstration for the April 9th Board Meeting. She also announced that the Orange County Sheriff's Department will hold a Drug Take Back Day event on April 27th in the Rush Park Auditorium and that the RHA Paper Drive will also be taking place at Rush Park on April 27th.

J. BOARD MEMBER ITEMS:

President Maynard requested that Tree Program Assistant Mary Kingman be present at the next regular Board Meeting to provide a tree planting and hardscape update to the Board so that the compliance of Rossmoor Tree Policy can be revisited.

Director Casey announced that the Friends of the Rossmoor/Los Alamitos Library were currently involved in a Fundraiser known as "Community Front Porch" which was formed to fund the renovation of the library's front entrance.

Director Rips had comments relative to the Seal Beach Shopping Center Entry at St. Cloud and Seal Beach Blvd. He requested a dialogue with Seal Beach Officials to request modification of the shopping center exit lanes near CVS with an option to go straight instead of forcing drivers to turn either right or left. He also requested that the Shops at Rossmoor Ad Hoc Committee be re-established to deal with the condo parking overflow issues mentioned earlier during public forum.

Director Kahlert echoed Director Rips suggestions relative to the Seal Beach Shopping Center Entry at St. Cloud and Seal Beach Blvd.

K. CLOSED SESSION—None

L. ADJOURNMENT

Motion by Director Casey, seconded by Director Rips to adjourn the regular meeting at 8:30 p.m. Motion passed 5-0.

SUBMITTED BY:

**Chris Montana
General Manager**

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-2

Date: April 9, 2013
To: Honorable Board of Directors
From: General Manager
Subject: FEBRUARY 2013 REVENUE AND EXPENDITURE REPORT

RECOMMENDATION:

Receive and file the Revenue and Expenditure Report for February, 2013.

BACKGROUND:

The Revenue and 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 material variances.

ATTACHMENTS:

1. Revenue and Expenditure Report for the Month of February, 2013.

REVENUE / EXPENDITURE SUMMARY REPORT
 FUND 10 - GENERAL FUND
 February 2013 @ 66.67

	Original Budget	Amended Budget	YTD Actual	Current Month	Unenc. Balance	% Budget
Revenues						
PROPERTY TAXES	699,400.00	695,140.00	398,032.25	641.12	297,107.75	57.3
STREET LIGHT ASSESSMENTS	250,000.00	244,500.00	139,943.08	223.91	104,556.92	57.2
USE OF MONEY AND PROPERTY	10,000.00	10,000.00	1,883.25	480.82	8,116.75	18.8
OTHER GOVERNMENT AGENCIES	57,200.00	57,700.00	2,780.01	0.00	54,919.99	4.8
FEEES AND SERVICES	133,000.00	127,000.00	83,752.40	13,557.00	43,247.60	65.9
OTHER REVENUE	73,800.00	98,800.00	13,163.23	431.86	85,636.77	13.3
OTHER REVENUE SOURCES (Transfer In)	20,000.00	140,000.00	140,000.00	140,000.00	0.00	100.0
Total Revenues	1,243,400.00	1,373,140.00	779,554.22	155,334.71	593,585.78	56.8
Expenditures						
ADMINISTRATION	367,792.00	367,760.00	240,864.14	25,064.50	126,895.86	65.5
RECREATION	107,600.00	120,000.00	72,410.95	7,960.49	47,589.05	60.3
ROSSMOOR PARK 1	169,020.00	179,135.00	107,431.89	12,971.18	71,703.11	60.0
MONTECITO CENTER 1	69,310.00	72,675.00	45,141.01	6,670.29	27,533.99	62.1
RUSH PARK 1	196,425.00	204,541.00	131,996.73	16,267.36	72,544.27	64.5
STREET LIGHTING	102,480.00	107,480.00	61,951.08	9,187.54	45,528.92	57.6
ROSSMOOR WALL	2,300.00	4,000.00	2,509.00	0.00	1,491.00	62.7
STREET SWEEPING	51,600.00	52,600.00	31,928.32	4,626.41	20,671.68	60.7
PARKWAY TREES 1, 2	131,000.00	120,025.00	87,133.61	4,150.88	32,891.39	72.6
MINI-PARKS, MEDIANS & TRIANGLE	16,035.00	15,980.00	9,846.33	980.70	6,133.67	61.6
Expenditures	1,213,562.00	1,244,196.00	791,213.06	87,879.35	452,982.94	63.6

Please note: Approved Amended Budget Amounts are shown in this report.

Audited Fund Balance
 at June 30, 2012 691,498.00

REVENUE REPORT
 FEBRUARY 2013 @ 66.67%

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Rossmoor Community

For the Period: 7/1/2012 to 2/28/2013	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Revenues							
Dept: 00							
PROPERTY TAXES	699,400.00	695,140.00	398,032.25	641.12	0.00	297,107.75	57.3
ASSESSMENTS	250,000.00	244,500.00	139,943.08	223.91	0.00	104,556.92	57.2
USE OF MONEY AND PROPERTY	10,000.00	10,000.00	1,883.25	480.82	0.00	8,116.75	18.8
OTHER GOVERNMENT AGENCIES	57,200.00	57,700.00	2,780.01	0.00	0.00	54,919.99	4.8
FEES AND SERVICES	133,000.00	127,000.00	83,752.40	13,557.00	0.00	43,247.60	65.9
OTHER REVENUE	73,800.00	98,800.00	13,163.23	431.86	0.00	85,636.77	13.3
OTHER FINANCING SOURCES	20,000.00	140,000.00	140,000.00	140,000.00	0.00	0.00	100.0
Dept: 00	1,243,400.00	1,373,140.00	779,554.22	155,334.71	0.00	593,585.78	56.8
Revenues	1,243,400.00	1,373,140.00	779,554.22	155,334.71	0.00	593,585.78	56.8
Grand Total Net Effect:	1,243,400.00	1,373,140.00	779,554.22	155,334.71	0.00	593,585.78	

EXPENDITURE REPORT
FEBRUARY 2013 @ 66.67%

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Rossmoor Community

For the Period: 7/1/2012 to 2/28/2013	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Expenditures							
Dept: 10 ADMINISTRATION							
SALARIES AND BENEFITS	202,078.00	169,350.00	106,178.68	17,432.18	0.00	63,171.32	62.7
OPERATIONS AND MAINTENANCE	53,504.00	61,200.00	45,640.17	3,337.84	0.00	15,559.83	74.6
CONTRACT SERVICES	106,210.00	131,210.00	84,667.62	4,054.53	0.00	46,542.38	64.5
CAPITAL EXPENDITURES	6,000.00	6,000.00	4,377.67	239.95	0.00	1,622.33	73.0
ADMINISTRATION	367,792.00	367,760.00	240,864.14	25,064.50	0.00	126,895.86	65.5
Dept: 20 RECREATION							
SALARIES AND BENEFITS	86,300.00	86,000.00	53,310.69	7,185.71	0.00	32,689.31	62.0
OPERATIONS AND MAINTENANCE	13,800.00	26,000.00	14,118.60	453.52	0.00	11,881.40	54.3
CONTRACT SERVICES	5,500.00	4,500.00	2,563.63	321.26	0.00	1,936.37	57.0
CAPITAL EXPENDITURES	2,000.00	3,500.00	2,418.03	0.00	0.00	1,081.97	69.1
RECREATION	107,600.00	120,000.00	72,410.95	7,960.49	0.00	47,589.05	60.3
Dept: 30 ROSSMOOR PARK							
SALARIES AND BENEFITS	52,020.00	61,870.00	41,088.54	5,750.17	0.00	20,781.46	66.4
OPERATIONS AND MAINTENANCE	74,100.00	74,265.00	41,580.73	4,258.67	0.00	32,684.27	56.0
CONTRACT SERVICES	41,900.00	42,000.00	24,596.29	2,962.34	0.00	17,403.71	58.6
CAPITAL EXPENDITURES	1,000.00	1,000.00	166.33	0.00	0.00	833.67	16.6
ROSSMOOR PARK	169,020.00	179,135.00	107,431.89	12,971.18	0.00	71,703.11	60.0
Dept: 40 MONTECITO CENTER							
SALARIES AND BENEFITS	42,210.00	46,040.00	28,444.49	4,052.53	0.00	17,595.51	61.8
OPERATIONS AND MAINTENANCE	16,300.00	17,235.00	10,955.17	1,990.36	0.00	6,279.83	63.6
CONTRACT SERVICES	10,200.00	8,800.00	5,741.35	627.40	0.00	3,058.65	65.2
CAPITAL EXPENDITURES	600.00	600.00	0.00	0.00	0.00	600.00	0.0
MONTECITO CENTER	69,310.00	72,675.00	45,141.01	6,670.29	0.00	27,533.99	62.1
Dept: 50 RUSH PARK							
SALARIES AND BENEFITS	54,875.00	61,075.00	42,512.49	5,907.43	0.00	18,562.51	69.6
OPERATIONS AND MAINTENANCE	98,650.00	100,466.00	63,805.34	6,481.32	0.00	36,660.66	63.5
CONTRACT SERVICES	41,900.00	42,000.00	25,512.56	3,878.61	0.00	16,487.44	60.7
CAPITAL EXPENDITURES	1,000.00	1,000.00	166.34	0.00	0.00	833.66	16.6
RUSH PARK	196,425.00	204,541.00	131,996.73	16,267.36	0.00	72,544.27	64.5

EXPENDITURE REPORT
FEBRUARY 2013 @ 66.67%

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Rossmoor Community

For the Period: 7/1/2012 to 2/28/2013	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Expenditures							
Dept: 60 STREET LIGHTING							
OPERATIONS AND MAINTENANCE	480.00	480.00	346.05	49.19	0.00	133.95	72.1
CONTRACT SERVICES	102,000.00	107,000.00	61,605.03	9,138.35	0.00	45,394.97	57.6
STREET LIGHTING	102,480.00	107,480.00	61,951.08	9,187.54	0.00	45,528.92	57.6
Dept: 65 ROSSMOOR WALL							
OPERATIONS AND MAINTENANCE	2,300.00	4,000.00	2,509.00	0.00	0.00	1,491.00	62.7
ROSSMOOR WALL	2,300.00	4,000.00	2,509.00	0.00	0.00	1,491.00	62.7
Dept: 70 STREET SWEEPING							
OPERATIONS AND MAINTENANCE	600.00	600.00	346.05	49.19	0.00	253.95	57.7
CONTRACT SERVICES	51,000.00	52,000.00	31,582.27	4,577.22	0.00	20,417.73	60.7
STREET SWEEPING	51,600.00	52,600.00	31,928.32	4,626.41	0.00	20,671.68	60.7
Dept: 80 PARKWAY TREES							
SALARIES AND BENEFITS	0.00	13,725.00	8,524.55	1,481.70	0.00	5,200.45	62.1
OPERATIONS AND MAINTENANCE	2,300.00	2,300.00	1,080.36	248.69	0.00	1,219.64	47.0
CONTRACT SERVICES <i>1,2</i>	113,700.00	86,000.00	67,086.90	2,240.89	0.00	18,913.10	78.0
CAPITAL EXPENDITURES	15,000.00	18,000.00	10,441.80	179.60	0.00	7,558.20	58.0
PARKWAY TREES	131,000.00	120,025.00	87,133.61	4,150.88	0.00	32,891.39	72.6
Dept: 90 MINI-PARKS AND MEDIANS							
SALARIES AND BENEFITS	1,385.00	1,480.00	664.44	83.74	0.00	815.56	44.9
OPERATIONS AND MAINTENANCE	9,600.00	9,600.00	6,489.39	588.06	0.00	3,110.61	67.6
CONTRACT SERVICES	4,800.00	4,650.00	2,692.50	308.90	0.00	1,957.50	57.9
CAPITAL EXPENDITURES	250.00	250.00	0.00	0.00	0.00	250.00	0.0
MINI-PARKS AND MEDIANS	16,035.00	15,980.00	9,846.33	980.70	0.00	6,133.67	61.6
Expenditures	1,213,562.00	1,244,196.00	791,213.06	87,879.35	0.00	452,982.94	63.6
Grand Total Net Effect:	-1,213,562.00	-1,244,196.00	-791,213.06	-87,879.35	0.00	-452,982.94	

REVENUE/EXPENDITURE REPORT
FEBRUARY 2013 @ 66.67%

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Rossmoor Community

For the Period: 7/1/2012 to 2/28/2013		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	635,000.00	637,500.00	357,394.95	0.00	0.00	280,105.05	56.1
3001	Current unsecured prop tax	26,000.00	26,800.00	20,636.90	0.00	0.00	6,163.10	77.0
3002	Prior secured property taxes	18,800.00	13,000.00	9,533.06	641.12	0.00	3,466.94	73.3
3003	Prior unsecured prop taxes	1,000.00	425.00	0.00	0.00	0.00	425.00	0.0
3004	Delinquent property taxes	1,200.00	915.00	417.18	0.00	0.00	497.82	45.6
3010	Current supplemental assessmt	6,000.00	5,100.00	4,481.24	0.00	0.00	618.76	87.9
3020	Public utility tax	11,400.00	11,400.00	5,568.92	0.00	0.00	5,831.08	48.9
PROPERTY TAXES		699,400.00	695,140.00	398,032.25	641.12	0.00	297,107.75	57.3
Acct Class: 31 ASSESSMENTS								
3105	Street light assessments	250,000.00	244,500.00	139,943.08	223.91	0.00	104,556.92	57.2
ASSESSMENTS		250,000.00	244,500.00	139,943.08	223.91	0.00	104,556.92	57.2
Acct Class: 32 USE OF MONEY AND PROPERTY								
3200	Interest on investments	10,000.00	10,000.00	1,883.25	480.82	0.00	8,116.75	18.8
USE OF MONEY AND PROPERTY		10,000.00	10,000.00	1,883.25	480.82	0.00	8,116.75	18.8
Acct Class: 33 OTHER GOVERNMENT AGENCIES								
3301	State homeowner proptax relief	4,800.00	5,700.00	2,780.01	0.00	0.00	2,919.99	48.8
3302	State Mandated Cost Reimb	500.00	0.00	0.00	0.00	0.00	0.00	0.0
3305	County street sweep reimburse	51,900.00	52,000.00	0.00	0.00	0.00	52,000.00	0.0
OTHER GOVERNMENT AGENCIES		57,200.00	57,700.00	2,780.01	0.00	0.00	54,919.99	4.8
Acct Class: 34 FEES AND SERVICES								
3402	Park way tree permits	1,500.00	3,500.00	2,709.40	637.00	0.00	790.60	77.4
3404	Court reservations	11,500.00	12,500.00	7,809.00	1,783.00	0.00	4,691.00	62.5
3405	Wall Rental	0.00	500.00	320.00	80.00	0.00	180.00	64.0
3406	Ball field reservations	22,000.00	22,000.00	12,973.50	2,920.00	0.00	9,026.50	59.0
3410	Rossmoor building rental	10,000.00	6,000.00	2,280.00	480.00	0.00	3,720.00	38.0
3412	Montecito building rental	23,000.00	22,500.00	15,200.00	4,163.00	0.00	7,300.00	67.6
3414	Rush Park Building Rental	65,000.00	60,000.00	42,460.50	3,494.00	0.00	17,539.50	70.8
FEES AND SERVICES		133,000.00	127,000.00	83,752.40	13,557.00	0.00	43,247.60	65.9
Acct Class: 35 OTHER REVENUE								
3500	Other miscellaneous revenue	3,000.00	3,000.00	2,179.45	431.86	0.00	820.55	72.6
3501	Funding/Misc. Studies	0.00	25,000.00	10,983.78	0.00	0.00	14,016.22	43.9
3611	PROP 1A STATE REPAY	70,800.00	70,800.00	0.00	0.00	0.00	70,800.00	0.0
OTHER REVENUE		73,800.00	98,800.00	13,163.23	431.86	0.00	85,636.77	13.3
Acct Class: 36 OTHER FINANCING SOURCES								
3600	TRANSFER IN/OUT OTHER FUNDS	20,000.00	140,000.00	140,000.00	140,000.00	0.00	0.00	100.0
OTHER FINANCING SOURCES		20,000.00	140,000.00	140,000.00	140,000.00	0.00	0.00	100.0
Dept: 00		1,243,400.00	1,373,140.00	779,554.22	155,334.71	0.00	593,585.78	56.8
Revenues		1,243,400.00	1,373,140.00	779,554.22	155,334.71	0.00	593,585.78	56.8
Expenditures								
Dept: 10 ADMINISTRATION								
Acct Class: 40 SALARIES AND BENEFITS								
4000	Board of Directors Compensatn	10,000.00	10,000.00	6,219.80	500.00	0.00	3,780.20	62.2
4001	Salaries - Full-time	139,253.00	112,500.00	69,586.77	10,645.39	0.00	42,913.23	61.9
4003	Salaries - Overtime	1,600.00	1,600.00	361.16	122.19	0.00	1,238.84	22.6
4007	Vehicle Allowance	750.00	750.00	334.22	57.35	0.00	415.78	44.6
4010	Workers Compensation Insurance	3,500.00	5,500.00	3,067.30	294.22	0.00	2,432.70	55.8
4011	Medical Insurance	35,175.00	30,000.00	20,675.75	4,736.23	0.00	9,324.25	68.9
4015	Federal Payroll Tax -FICA	10,200.00	8,000.00	5,115.11	753.46	0.00	2,884.89	63.9
4018	State Payroll Taxes	1,600.00	1,000.00	818.57	323.34	0.00	181.43	81.9

REVENUE/EXPENDITURE REPORT
 FEBRUARY 2013 @ 66.67%

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Rossmoor Community

For the Period: 7/1/2012 to 2/28/2013	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Expenditures							
Dept: 10 ADMINISTRATION							
SALARIES AND BENEFITS							
	202,078.00	169,350.00	106,178.68	17,432.18	0.00	63,171.32	62.7
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5002 Insurance - Liability	9,704.00	14,000.00	13,459.10	0.00	0.00	540.90	96.1
5004 Memberships and Dues	6,000.00	6,300.00	6,169.53	281.84	0.00	130.47	97.9
5006 Travel & Meetings	3,000.00	2,000.00	1,286.58	958.40	0.00	713.42	64.3
5010 Publications & Legal Notices	4,500.00	18,000.00	12,903.32	1,343.00	0.00	5,096.68	71.7
5012 Printing	500.00	1,200.00	624.58	41.48	0.00	575.42	52.0
5014 Postage	4,000.00	4,000.00	2,743.69	0.00	0.00	1,256.31	68.6
5016 Office Supplies	8,300.00	7,200.00	2,935.37	325.62	0.00	4,264.63	40.8
5020 Telephone	1,500.00	1,500.00	1,038.11	147.51	0.00	461.89	69.2
5045 Miscellaneous Expenditures	5,500.00	5,500.00	3,703.53	158.26	0.00	1,796.47	67.3
5046 Bank Service Charge	1,000.00	1,000.00	776.36	81.73	0.00	223.64	77.6
5050 Elections	9,000.00	0.00	0.00	0.00	0.00	0.00	0.0
5051 Equipment Rental	500.00	500.00	0.00	0.00	0.00	500.00	0.0
OPERATIONS AND MAINTENANCE							
	53,504.00	61,200.00	45,640.17	3,337.84	0.00	15,559.83	74.6
Acct Class: 56 CONTRACT SERVICES							
5610 Legal Counsel	40,000.00	40,000.00	18,153.24	135.00	0.00	21,846.76	45.4
5615 Financial Audit-Consulting	8,460.00	8,460.00	8,300.00	0.00	0.00	160.00	98.1
5620 Miscellaneous Studies	0.00	25,000.00	20,632.57	0.00	0.00	4,367.43	82.5
5670 Other Professional Services	57,750.00	57,750.00	37,581.81	3,919.53	0.00	20,168.19	65.1
CONTRACT SERVICES							
	106,210.00	131,210.00	84,667.62	4,054.53	0.00	46,542.38	64.5
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	6,000.00	6,000.00	4,377.67	239.95	0.00	1,622.33	73.0
CAPITAL EXPENDITURES							
	6,000.00	6,000.00	4,377.67	239.95	0.00	1,622.33	73.0
ADMINISTRATION							
	367,792.00	367,760.00	240,864.14	25,064.50	0.00	126,895.86	65.5
Dept: 20 RECREATION							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	40,000.00	43,500.00	28,729.80	3,706.81	0.00	14,770.20	66.0
4002 Salaries - Part-time	25,500.00	23,500.00	13,236.16	1,510.16	0.00	10,263.84	56.3
4003 Salaries - Overtime	1,950.00	1,950.00	684.24	0.00	0.00	1,265.76	35.1
4005 Salaries - Event Attendant	300.00	300.00	117.75	10.50	0.00	182.25	39.3
4007 Vehicle Allowance	750.00	750.00	203.27	0.00	0.00	546.73	27.1
4010 Workers Compensation Insurance	1,350.00	2,000.00	1,239.97	118.94	0.00	760.03	62.0
4011 Medical Insurance	10,500.00	8,000.00	5,257.30	1,204.30	0.00	2,742.70	65.7
4015 Federal Payroll Tax -FICA	4,500.00	5,000.00	3,270.55	399.75	0.00	1,729.45	65.4
4018 State Payroll Taxes	1,450.00	1,000.00	571.65	235.25	0.00	428.35	57.2
SALARIES AND BENEFITS							
	86,300.00	86,000.00	53,310.69	7,185.71	0.00	32,689.31	62.0
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5006 Travel & Meetings	800.00	800.00	5.00	0.00	0.00	795.00	0.6
5010 Publications & Legal Notices	150.00	150.00	85.32	0.00	0.00	64.68	56.9
5012 Printing	500.00	500.00	272.30	65.43	0.00	227.70	54.5
5014 Postage	300.00	300.00	201.87	0.00	0.00	98.13	67.3
5016 Office Supplies	1,250.00	1,250.00	415.17	82.32	0.00	834.83	33.2
5017 Community Events	8,000.00	14,000.00	5,660.68	0.00	0.00	8,339.32	40.4
5019 Fireworks	0.00	6,200.00	6,200.00	0.00	0.00	0.00	100.0
5020 Telephone	1,800.00	1,800.00	1,038.11	147.51	0.00	761.89	57.7
5045 Miscellaneous Expenditures	500.00	500.00	240.15	158.26	0.00	259.85	48.0
5051 Equipment Rental	500.00	500.00	0.00	0.00	0.00	500.00	0.0
OPERATIONS AND MAINTENANCE							
	13,800.00	26,000.00	14,118.60	453.52	0.00	11,881.40	54.3
Acct Class: 56 CONTRACT SERVICES							
670 Other Professional Services	5,500.00	4,500.00	2,563.63	321.26	0.00	1,936.37	57.0
CONTRACT SERVICES							
	5,500.00	4,500.00	2,563.63	321.26	0.00	1,936.37	57.0

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For the Period: 7/1/2012 to 2/28/2013	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Expenditures							
Dept: 20 RECREATION							
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	2,000.00	3,500.00	2,418.03	0.00	0.00	1,081.97	69.1
CAPITAL EXPENDITURES							
	2,000.00	3,500.00	2,418.03	0.00	0.00	1,081.97	69.1
RECREATION							
	107,600.00	120,000.00	72,410.95	7,960.49	0.00	47,589.05	60.3
Dept: 30 ROSSMOOR PARK							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	29,200.00	32,500.00	20,968.67	2,600.58	0.00	11,531.33	64.5
4002 Salaries - Part-time	7,400.00	10,000.00	6,928.22	891.28	0.00	3,071.78	69.3
4003 Salaries - Overtime	1,150.00	1,400.00	764.88	44.96	0.00	635.12	54.6
4005 Salaries - Event Attendant	500.00	500.00	259.05	23.10	0.00	240.95	51.8
4010 Workers Compensation Insurance	2,700.00	5,000.00	3,067.30	294.22	0.00	1,932.70	61.3
4011 Medical Insurance	7,800.00	8,700.00	6,494.32	1,487.66	0.00	2,205.68	74.6
4015 Federal Payroll Tax -FICA	2,700.00	3,200.00	2,207.59	271.88	0.00	992.41	69.0
4018 State Payroll Taxes	570.00	570.00	398.51	136.49	0.00	171.49	69.9
SALARIES AND BENEFITS							
	52,020.00	61,870.00	41,088.54	5,750.17	0.00	20,781.46	66.4
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5010 Publications & Legal Notices	300.00	300.00	170.83	0.00	0.00	129.17	56.9
5012 Printing	300.00	300.00	68.79	3.56	0.00	231.21	22.9
5014 Postage	100.00	100.00	69.14	0.00	0.00	30.86	69.1
5016 Office Supplies	700.00	700.00	199.09	32.66	0.00	500.91	28.4
5018 Janitorial Supplies	2,500.00	3,000.00	2,354.14	487.35	0.00	645.86	78.5
5020 Telephone	1,600.00	1,600.00	1,038.11	147.51	0.00	561.89	64.9
5022 Utilities	39,000.00	43,000.00	28,392.46	2,699.83	0.00	14,607.54	66.0
5025 Sewer Tax	750.00	815.00	814.12	0.00	0.00	0.88	99.9
5030 Vehicle Maintenance	1,500.00	2,000.00	1,204.91	34.70	0.00	795.09	60.2
5032 Building & Grounds-Maintenance	25,000.00	20,000.00	6,836.25	841.19	0.00	13,163.75	34.2
5034 Alarm Systems	650.00	750.00	432.89	11.87	0.00	317.11	57.7
5045 Miscellaneous Expenditures	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5051 Equipment Rental	700.00	700.00	0.00	0.00	0.00	700.00	0.0
5052 Minor Facility Repairs	500.00	500.00	0.00	0.00	0.00	500.00	0.0
OPERATIONS AND MAINTENANCE							
	74,100.00	74,265.00	41,580.73	4,258.67	0.00	32,684.27	56.0
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	35,500.00	38,000.00	21,240.00	2,655.00	0.00	16,760.00	55.9
5656 Tree Trimming	1,000.00	1,000.00	874.50	0.00	0.00	125.50	87.5
5670 Other Professional Services	5,400.00	3,000.00	2,481.79	307.34	0.00	518.21	82.7
CONTRACT SERVICES							
	41,900.00	42,000.00	24,596.29	2,962.34	0.00	17,403.71	58.6
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	1,000.00	1,000.00	166.33	0.00	0.00	833.67	16.6
CAPITAL EXPENDITURES							
	1,000.00	1,000.00	166.33	0.00	0.00	833.67	16.6
ROSSMOOR PARK							
	169,020.00	179,135.00	107,431.89	12,971.18	0.00	71,703.11	60.0
Dept: 40 MONTECITO CENTER							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	23,900.00	27,000.00	17,555.55	2,229.85	0.00	9,444.45	65.0
4002 Salaries - Part-time	3,370.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
4003 Salaries - Overtime	770.00	770.00	483.51	28.72	0.00	286.49	62.8
4005 Salaries - Event Attendant	2,500.00	2,000.00	989.10	88.20	0.00	1,010.90	49.5
4010 Workers Compensation Insurance	1,950.00	4,000.00	2,466.91	236.63	0.00	1,533.09	61.7
4011 Medical Insurance	6,950.00	7,500.00	5,257.30	1,204.30	0.00	2,242.70	70.1
4015 Federal Payroll Tax -FICA	2,250.00	2,250.00	1,450.83	179.07	0.00	799.17	64.5
4018 State Payroll Taxes	520.00	520.00	241.29	85.76	0.00	278.71	46.4
SALARIES AND BENEFITS							
	42,210.00	46,040.00	28,444.49	4,052.53	0.00	17,595.51	61.8
Acct Class: 50 OPERATIONS AND MAINTENANCE							

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Fund: 10 - GENERAL FUND							
Expenditures							
Dept: 40 MONTECITO CENTER							
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5010 Publications & Legal Notices	150.00	150.00	85.32	0.00	0.00	64.68	56.9
5012 Printing	150.00	150.00	68.79	3.56	0.00	81.21	45.9
5014 Postage	200.00	200.00	69.14	0.00	0.00	130.86	34.6
5016 Office Supplies	900.00	900.00	199.09	32.66	0.00	700.91	22.1
5018 Janitorial Supplies	2,500.00	2,900.00	2,354.14	487.35	0.00	545.86	81.2
5020 Telephone	1,650.00	1,650.00	1,038.11	147.51	0.00	611.89	62.9
5022 Utilities	3,500.00	3,500.00	2,308.58	206.08	0.00	1,191.42	66.0
5025 Sewer Tax	650.00	685.00	683.70	0.00	0.00	1.30	99.8
5030 Vehicle Maintenance	1,000.00	1,500.00	856.75	34.69	0.00	643.25	57.1
5032 Building & Grounds-Maintenance	4,000.00	4,000.00	2,940.66	991.99	0.00	1,059.34	73.5
5034 Alarm Systems	500.00	500.00	350.89	86.52	0.00	149.11	70.2
5045 Miscellaneous Expenditures	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5051 Equipment Rental	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5052 Minor Facility Repairs	100.00	100.00	0.00	0.00	0.00	100.00	0.0
OPERATIONS AND MAINTENANCE							
	16,300.00	17,235.00	10,955.17	1,990.36	0.00	6,279.83	63.6
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	3,800.00	3,800.00	2,360.00	295.00	0.00	1,440.00	62.1
5656 Tree Trimming	1,000.00	1,000.00	899.56	25.06	0.00	100.44	90.0
5670 Other Professional Services	5,400.00	4,000.00	2,481.79	307.34	0.00	1,518.21	62.0
CONTRACT SERVICES							
	10,200.00	8,800.00	5,741.35	627.40	0.00	3,058.65	65.2
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	600.00	600.00	0.00	0.00	0.00	600.00	0.0
CAPITAL EXPENDITURES							
	600.00	600.00	0.00	0.00	0.00	600.00	0.0
MONTECITO CENTER							
	69,310.00	72,675.00	45,141.01	6,670.29	0.00	27,533.99	62.1
Dept: 50 RUSH PARK							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	29,200.00	32,500.00	20,968.68	2,600.58	0.00	11,531.32	64.5
4002 Salaries - Part-time	8,050.00	8,050.00	6,888.82	891.28	0.00	1,161.18	85.6
4003 Salaries - Overtime	1,150.00	1,150.00	768.15	44.96	0.00	381.85	66.8
4005 Salaries - Event Attendant	2,500.00	2,500.00	1,574.10	163.20	0.00	925.90	63.0
4010 Workers Compensation Insurance	2,700.00	4,000.00	3,067.30	294.22	0.00	932.70	76.7
4011 Medical Insurance	7,800.00	8,700.00	6,494.26	1,487.65	0.00	2,205.74	74.6
4015 Federal Payroll Tax -FICA	2,700.00	3,400.00	2,305.69	282.63	0.00	1,094.31	67.8
4018 State Payroll Taxes	775.00	775.00	445.49	142.91	0.00	329.51	57.5
SALARIES AND BENEFITS							
	54,875.00	61,075.00	42,512.49	5,907.43	0.00	18,562.51	69.6
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5010 Publications & Legal Notices	500.00	500.00	256.33	0.00	0.00	243.67	51.3
5012 Printing	500.00	500.00	168.77	3.55	0.00	331.23	33.8
5014 Postage	100.00	100.00	69.14	0.00	0.00	30.86	69.1
5016 Office Supplies	900.00	900.00	479.68	32.66	0.00	420.32	53.3
5018 Janitorial Supplies	2,500.00	3,600.00	2,361.21	488.81	0.00	1,238.79	65.6
5020 Telephone	1,800.00	1,800.00	994.27	147.51	0.00	805.73	55.2
5022 Utilities	50,000.00	53,000.00	36,380.01	3,157.69	0.00	16,619.99	68.6
5025 Sewer Tax	2,900.00	3,116.00	3,115.54	0.00	0.00	0.46	100.0
5030 Vehicle Maintenance	1,500.00	2,000.00	1,248.70	34.69	0.00	751.30	62.4
5032 Building & Grounds-Maintenance	30,000.00	27,000.00	18,449.81	2,529.89	0.00	8,550.19	68.3
5034 Alarm Systems	750.00	750.00	281.88	86.52	0.00	468.12	37.6
5045 Miscellaneous Expenditures	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	0.0
5051 Equipment Rental	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
5052 Minor Facility Repairs	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00	0.0
OPERATIONS AND MAINTENANCE							
	98,650.00	100,466.00	63,805.34	6,481.32	0.00	36,660.66	63.5
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	35,500.00	38,000.00	22,156.27	3,571.27	0.00	15,843.73	58.3

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Fund: 10 - GENERAL FUND								
Expenditures								
Dept: 50 RUSH PARK								
Acct Class: 56 CONTRACT SERVICES								
5656	Tree Trimming	1,000.00	1,000.00	874.50	0.00	0.00	125.50	87.5
5670	Other Professional Services	5,400.00	3,000.00	2,481.79	307.34	0.00	518.21	82.7
CONTRACT SERVICES		41,900.00	42,000.00	25,512.56	3,878.61	0.00	16,487.44	60.7
Acct Class: 60 CAPITAL EXPENDITURES								
6010	Equipment	1,000.00	1,000.00	166.34	0.00	0.00	833.66	16.6
CAPITAL EXPENDITURES		1,000.00	1,000.00	166.34	0.00	0.00	833.66	16.6
RUSH PARK								
Dept: 60 STREET LIGHTING								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5020	Telephone	480.00	480.00	346.05	49.19	0.00	133.95	72.1
OPERATIONS AND MAINTENANCE		480.00	480.00	346.05	49.19	0.00	133.95	72.1
Acct Class: 56 CONTRACT SERVICES								
5650	Lighting and Maintenance	102,000.00	107,000.00	61,605.03	9,138.35	0.00	45,394.97	57.6
CONTRACT SERVICES		102,000.00	107,000.00	61,605.03	9,138.35	0.00	45,394.97	57.6
STREET LIGHTING		102,480.00	107,480.00	61,951.08	9,187.54	0.00	45,528.92	57.6
Dept: 65 ROSSMOOR WALL								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5002	Insurance - Liability	2,200.00	2,500.00	2,500.00	0.00	0.00	0.00	100.0
5032	Building & Grounds-Maintenance	100.00	1,500.00	9.00	0.00	0.00	1,491.00	0.6
OPERATIONS AND MAINTENANCE		2,300.00	4,000.00	2,509.00	0.00	0.00	1,491.00	62.7
ROSSMOOR WALL		2,300.00	4,000.00	2,509.00	0.00	0.00	1,491.00	62.7
Dept: 70 STREET SWEEPING								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5020	Telephone	500.00	500.00	346.05	49.19	0.00	153.95	69.2
5030	Vehicle Maintenance	100.00	100.00	0.00	0.00	0.00	100.00	0.0
OPERATIONS AND MAINTENANCE		600.00	600.00	346.05	49.19	0.00	253.95	57.7
Acct Class: 56 CONTRACT SERVICES								
5642	Street Sweeping	51,000.00	52,000.00	31,582.27	4,577.22	0.00	20,417.73	60.7
CONTRACT SERVICES		51,000.00	52,000.00	31,582.27	4,577.22	0.00	20,417.73	60.7
STREET SWEEPING		51,600.00	52,600.00	31,928.32	4,626.41	0.00	20,671.68	60.7
Dept: 80 PARKWAY TREES								
Acct Class: 40 SALARIES AND BENEFITS								
4001	Salaries - Full-time	0.00	0.00	366.60	183.30	0.00	-366.60	0.0
4002	Salaries - Part-time	0.00	12,000.00	7,489.50	1,138.25	0.00	4,510.50	62.4
4007	Vehicle Allowance	0.00	500.00	0.00	0.00	0.00	500.00	0.0
4010	Workers Compensation Insurance	0.00	250.00	0.00	0.00	0.00	250.00	0.0
4015	Federal Payroll Tax -FICA	0.00	900.00	600.98	101.10	0.00	299.02	66.8
4018	State Payroll Taxes	0.00	75.00	67.47	59.05	0.00	7.53	90.0
SALARIES AND BENEFITS		0.00	13,725.00	8,524.55	1,481.70	0.00	5,200.45	62.1
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5012	Printing	50.00	50.00	5.87	0.00	0.00	44.13	11.7
5014	Postage	600.00	600.00	198.99	111.55	0.00	401.01	33.2
5016	Office Supplies	200.00	200.00	51.18	5.95	0.00	148.82	25.6
5020	Telephone	900.00	900.00	692.05	98.31	0.00	207.95	76.9
5030	Vehicle Maintenance	300.00	300.00	132.27	32.88	0.00	167.73	44.1
5051	Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0

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Fund: 10 - GENERAL FUND								
Expenditures								
Dept: 80 PARKWAY TREES								
OPERATIONS AND MAINTENANCE		2,300.00	2,300.00	1,080.36	248.69	0.00	1,219.64	47.0
Acct Class: 56 CONTRACT SERVICES								
5656	Tree Trimming 1	71,000.00	71,000.00	56,596.81	1,637.00	0.00	14,403.19	79.7
5660	TREE REMOVAL	3,700.00	3,700.00	3,326.52	0.00	0.00	373.48	89.9
5664	Tree Watering Program 2	1,000.00	1,300.00	1,270.86	0.00	0.00	29.14	97.8
5670	Other Professional Services	38,000.00	10,000.00	5,892.71	603.89	0.00	4,107.29	58.9
CONTRACT SERVICES		113,700.00	86,000.00	67,086.90	2,240.89	0.00	18,913.10	78.0
Acct Class: 60 CAPITAL EXPENDITURES								
6015	Trees	15,000.00	18,000.00	10,441.80	179.60	0.00	7,558.20	58.0
CAPITAL EXPENDITURES		15,000.00	18,000.00	10,441.80	179.60	0.00	7,558.20	58.0
PARKWAY TREES		131,000.00	120,025.00	87,133.61	4,150.88	0.00	32,891.39	72.6
Dept: 90 MINI-PARKS AND MEDIANS								
Acct Class: 40 SALARIES AND BENEFITS								
4001	Salaries - Full-time	775.00	775.00	457.89	61.95	0.00	317.11	59.1
4002	Salaries - Part-time	365.00	365.00	0.00	0.00	0.00	365.00	0.0
4003	Salaries - Overtime	25.00	25.00	20.94	1.09	0.00	4.06	83.8
4010	Workers Compensation Insurance	135.00	230.00	143.53	13.77	0.00	86.47	62.4
4015	Federal Payroll Tax -FICA	70.00	70.00	36.70	4.80	0.00	33.30	52.4
4018	State Payroll Taxes	15.00	15.00	5.38	2.13	0.00	9.62	35.9
SALARIES AND BENEFITS		1,385.00	1,480.00	664.44	83.74	0.00	815.56	44.9
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5020	Telephone	500.00	500.00	345.88	49.02	0.00	154.12	69.2
5022	Utilities	7,500.00	7,500.00	5,812.64	539.04	0.00	1,687.36	77.5
5030	Vehicle Maintenance	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5032	Building & Grounds-Maintenance	1,000.00	1,000.00	330.87	0.00	0.00	669.13	33.1
5045	Miscellaneous Expenditures	200.00	200.00	0.00	0.00	0.00	200.00	0.0
5051	Equipment Rental	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5052	Minor Facility Repairs	200.00	200.00	0.00	0.00	0.00	200.00	0.0
OPERATIONS AND MAINTENANCE		9,600.00	9,600.00	6,489.39	588.06	0.00	3,110.61	67.6
Acct Class: 56 CONTRACT SERVICES								
5655	Landscape Maintenance	4,000.00	4,000.00	2,360.00	295.00	0.00	1,640.00	59.0
5656	Tree Trimming	500.00	500.00	299.82	8.34	0.00	200.18	60.0
5670	Other Professional Services	300.00	150.00	32.68	5.56	0.00	117.32	21.8
CONTRACT SERVICES		4,800.00	4,650.00	2,692.50	308.90	0.00	1,957.50	57.9
Acct Class: 60 CAPITAL EXPENDITURES								
6010	Equipment	250.00	250.00	0.00	0.00	0.00	250.00	0.0
CAPITAL EXPENDITURES		250.00	250.00	0.00	0.00	0.00	250.00	0.0
MINI-PARKS AND MEDIANS		16,035.00	15,980.00	9,846.33	980.70	0.00	6,133.67	61.6
Expenditures		1,213,562.00	1,244,196.00	791,213.06	87,879.35	0.00	452,982.94	63.6
Net Effect for GENERAL FUND		29,838.00	128,944.00	-11,658.84	67,455.36	0.00	140,602.84	-9.0
Change in Fund Balance:				-11,658.84				

REVENUE/EXPENDITURE REPORT
FEBRUARY 2013 @ 66.67%

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Rossmoor Community

For the Period: 7/1/2012 to 2/28/2013		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	382,500.00	377,000.00	228,538.27	0.00	0.00	148,461.73	60.6
3101	Property assessments-prior yr	7,500.00	5,000.00	3,329.31	62.83	0.00	1,670.69	66.6
ASSESSMENTS		390,000.00	382,000.00	231,867.58	62.83	0.00	150,132.42	60.7
Acct Class: 32 USE OF MONEY AND PROPERTY								
3200	Interest on investments	5,000.00	0.00	0.00	0.00	0.00	0.00	0.0
USE OF MONEY AND PROPERTY		5,000.00	0.00	0.00	0.00	0.00	0.00	0.0
Acct Class: 35 OTHER REVENUE								
3500	Other miscellaneous revenue	13,800.00	8,800.00	0.00	0.00	0.00	8,800.00	0.0
OTHER REVENUE		13,800.00	8,800.00	0.00	0.00	0.00	8,800.00	0.0
Acct Class: 36 OTHER FINANCING SOURCES								
3600	TRANSFER IN/OUT OTHER FUNDS	20,000.00	0.00	0.00	0.00	0.00	0.00	0.0
OTHER FINANCING SOURCES		20,000.00	0.00	0.00	0.00	0.00	0.00	0.0
Dept: 00		428,800.00	390,800.00	231,867.58	62.83	0.00	158,932.42	59.3
Revenues		428,800.00	390,800.00	231,867.58	62.83	0.00	158,932.42	59.3
Expenditures								
Dept: 50 RUSH PARK								
Acct Class: 56 CONTRACT SERVICES								
5619	Bond Trustee	2,875.00	2,875.00	2,875.00	0.00	0.00	0.00	100.0
CONTRACT SERVICES		2,875.00	2,875.00	2,875.00	0.00	0.00	0.00	100.0
Acct Class: 58 DEBT SERVICE								
5801	Interest	141,980.00	141,980.00	141,980.00	0.00	0.00	0.00	100.0
DEBT SERVICE		141,980.00	141,980.00	141,980.00	0.00	0.00	0.00	100.0
Acct Class: 66 OTHER FINANCING USES								
6600	Transfer out to other funds	120,000.00	240,000.00	240,000.00	240,000.00	0.00	0.00	100.0
OTHER FINANCING USES		120,000.00	240,000.00	240,000.00	240,000.00	0.00	0.00	100.0
RUSH PARK		264,855.00	384,855.00	384,855.00	240,000.00	0.00	0.00	100.0
Expenditures		264,855.00	384,855.00	384,855.00	240,000.00	0.00	0.00	100.0
Net Effect for ASSESSMENT DISTRICT FUND-RUSH		163,945.00	5,945.00	-152,987.42	-239,937.17	0.00	158,932.42	-2,573.4
Change in Fund Balance:				-152,987.42				

REVENUE/EXPENDITURE REPORT
 FEBRUARY 2013 @ 66.67%

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Rossmoor Community

For the Period: 7/1/2012 to 2/28/2013	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 30 - SPECIAL TAX FUND-ROSSMOOR WALL							
Revenues							
Dept: 00							
Acct Class: 31 ASSESSMENTS							
3100 Property assessments	85,700.00	85,700.00	51,086.21	0.00	0.00	34,613.79	59.6
3101 Property assessments-prior yr	2,300.00	2,300.00	765.98	13.83	0.00	1,534.02	33.3
ASSESSMENTS	88,000.00	88,000.00	51,852.19	13.83	0.00	36,147.81	58.9
Acct Class: 32 USE OF MONEY AND PROPERTY							
3200 Interest on investments	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
USE OF MONEY AND PROPERTY	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
Dept: 00	89,000.00	89,000.00	51,852.19	13.83	0.00	37,147.81	58.3
Revenues	89,000.00	89,000.00	51,852.19	13.83	0.00	37,147.81	58.3
Expenditures							
Dept: 65 ROSSMOOR WALL							
Acct Class: 56 CONTRACT SERVICES							
5619 Bond Trustee	2,530.00	2,530.00	2,530.00	0.00	0.00	0.00	100.0
CONTRACT SERVICES	2,530.00	2,530.00	2,530.00	0.00	0.00	0.00	100.0
Acct Class: 58 DEBT SERVICE							
5800 Principal	60,000.00	60,000.00	60,000.00	0.00	0.00	0.00	100.0
5801 Interest	25,665.00	22,330.00	22,330.00	0.00	0.00	0.00	100.0
DEBT SERVICE	85,665.00	82,330.00	82,330.00	0.00	0.00	0.00	100.0
ROSSMOOR WALL	88,195.00	84,860.00	84,860.00	0.00	0.00	0.00	100.0
Expenditures	88,195.00	84,860.00	84,860.00	0.00	0.00	0.00	100.0
Net Effect for SPECIAL TAX FUND-ROSSMOOR WALL	805.00	4,140.00	-33,007.81	13.83	0.00	37,147.81	-797.3
Change in Fund Balance:			-33,007.81				

REVENUE/EXPENDITURE REPORT
FEBRUARY 2013 @ 66.67%

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Rossmoor Community

For the Period: 7/1/2012 to 2/28/2013		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 40 - CAPITAL PROJECTS CONTRIBUTIONS								
Revenues								
Dept: 00								
Acct Class: 30 PROPERTY TAXES								
2999	FY Begin Fund Balance	189,788.00	189,788.00	189,788.00	0.00	0.00	0.00	100.0
PROPERTY TAXES		189,788.00	189,788.00	189,788.00	0.00	0.00	0.00	100.0
Acct Class: 36 OTHER FINANCING SOURCES								
3600	TRANSFER IN/OUT OTHER FUNDS	100,000.00	100,000.00	100,000.00	100,000.00	0.00	0.00	100.0
OTHER FINANCING SOURCES		100,000.00	100,000.00	100,000.00	100,000.00	0.00	0.00	100.0
Dept: 00		289,788.00	289,788.00	289,788.00	100,000.00	0.00	0.00	100.0
Revenues		289,788.00	289,788.00	289,788.00	100,000.00	0.00	0.00	100.0
Expenditures								
Dept: 30 ROSSMOOR PARK								
Acct Class: 60 CAPITAL EXPENDITURES								
6005	Buildings and Improvements	0.00	8,500.00	0.00	0.00	0.00	8,500.00	0.0
CAPITAL EXPENDITURES		0.00	8,500.00	0.00	0.00	0.00	8,500.00	0.0
ROSSMOOR PARK		0.00	8,500.00	0.00	0.00	0.00	8,500.00	0.0
Dept: 40 MONTECITO CENTER								
Acct Class: 60 CAPITAL EXPENDITURES								
6005	Buildings and Improvements	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
CAPITAL EXPENDITURES		20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
MONTECITO CENTER		20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
Dept: 50 RUSH PARK								
Acct Class: 60 CAPITAL EXPENDITURES								
6005	Buildings and Improvements	140,470.00	140,470.00	5,244.75	5,244.75	0.00	135,225.25	3.7
CAPITAL EXPENDITURES		140,470.00	140,470.00	5,244.75	5,244.75	0.00	135,225.25	3.7
RUSH PARK		140,470.00	140,470.00	5,244.75	5,244.75	0.00	135,225.25	3.7
Dept: 65 ROSSMOOR WALL								
Acct Class: 60 CAPITAL EXPENDITURES								
6005	Buildings and Improvements	34,691.00	39,970.00	1,475.95	0.00	0.00	38,494.05	3.7
CAPITAL EXPENDITURES		34,691.00	39,970.00	1,475.95	0.00	0.00	38,494.05	3.7
ROSSMOOR WALL		34,691.00	39,970.00	1,475.95	0.00	0.00	38,494.05	3.7
Expenditures		195,161.00	208,940.00	6,720.70	5,244.75	0.00	202,219.30	3.2
Net Effect for CAPITAL PROJECTS CONTRIBUTIONS		94,627.00	80,848.00	283,067.30	94,755.25	0.00	-202,219.30	350.1
Change in Fund Balance:				93,279.30				
Grand Total Net Effect:		289,215.00	219,877.00	85,413.23	-77,712.73	0.00	134,463.77	

**ROSSMOOR COMMUNITY SERVICES DISTRICT
FOOTNOTES - FINANCIAL REPORT
FEBRUARY 2013
EXPENDITURES**

-
- * **#1 Tree Trimming** Majority of tree trimming is scheduled during fall months.
10-30-5656, 10-40-5656, 10-50-5656,
10-80-5656

 - * **#2 Tree Watering Program** Sprayer purchased to water parkway trees. Amount has been in Amended Budget. No
10-80-5664 further expenditures expected this FY.

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

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-1

Date: April 9, 2013
To: Honorable Board of Directors
From: General Manager
Subject: SECOND READING AND POSSIBLE ADOPTION OF PAPERLESS AGENDA PROGRAM POLICY

RECOMMENDATION

Give second reading and adopt RCSD Policy No.3096 (*Former Policy No. 5025*) Agenda Program.

BACKGROUND

At your March meeting the Board gave first reading to Policy No. 5025 Paperless Agenda Program. At the direction of the Board after the first reading, the policy has been edited for clarity and all language pertaining to personal devices has been removed.

In addition, the second reading of the Policy has been amended to include “designated staff” in addition to members of the Board. As a result, the Policy No. has been changed from Policy No. 5025 of Board Meetings Section to Policy No. 3096 of the Operations section.

The Board of Directors, General Manager, External Affairs Consultant, District IT Staff, Administrative Assistant, and District General Counsel have reviewed and revised the iPad policy to be comparable to surrounding government organizations, comply with existing laws and further support the District’s designation as an official Tree City USA community.

The Draft Policy No. 3096, Paperless Agenda Policy Program, is attached for review. An iPad business app article is also attached for reference.

ATTACHMENTS

1. Second Draft RCSD Policy No. 3096 Paperless Agenda Program
 - a. First Reading
 - b. Second Reading Redline
 - c. Proposed
2. iPad Business App Article

FIRST READING

Rossmoor Community Services District

Policy

No. 5025

PAPERLESS AGENDA AND TABLET DEVICE USE

5025.10 General Statement: The District finds that the use of a tablet device (iPad) will assist the members of the Board in the efficient performance of their duties as members of the Board, and thereby improve service to the public. Use of a tablet device will allow for electronic transmission of agenda materials to the Board Members, resulting in cost savings with respect to printed materials and lessening the environmental impacts associated with the use and disposal of paper products. This Policy shall provide guidance regarding what are, and are not, appropriate uses for this important business tool to comply with all applicable laws concerning hearings and deliberating procedures involving due process, and the provisions of the Brown Act and the Public Records Act.

Although this Policy authorizes the provision of an iPad to each member of the Board and designated Staff, it is understood that some Board Members may also opt to use his or her personal electronic device in the performance of official duties or a personal home computer to view the electronic version of the agenda package found on the District website. Usage guidelines for such circumstances shall be contained in a separate policy.

Section 5025.20 below sets forth guidelines that apply to the use of District-issued iPads.

The explicit privileges and restrictions set forth in this Policy do not attempt to cover every situation that may arise in connection with the use of this new form of electronic communication.

5025.20 District Issued iPads: Each member of the Board of Directors is eligible to receive a District-issued iPad with mobile connectivity technology installed, a device case, device charger and a screen protector for use during his or her term. Each member currently has a District email account that will be used to send the member official District documents, including without limitation District Board Agendas, Weekly Update Reports, Staff Reports, and the like. Each Board Member will have access to the Internet through this iPad via a password protected District WiFi connection, made available during Board Meetings and/or a home WiFi connection or WiFi hotspot. The Board member shall return the iPad to the District upon leaving office.

5025.21 California Public Records Act: The District-issued iPads are tools for Board Members to conduct District business, including any agencies and committees to which they are assigned or elected. Thus, use of the iPad will be solely for District-related purposes, i.e., to review electronic Board agenda materials, research relevant topics, obtain useful information for Board-related business, and conduct business communications as appropriate. All of the District's computer systems, including the iPad, are considered to be public property. Subject to the narrow exceptions in the Public Records Act, all documents, electronic records, files, and email messages accessed on the District-issued iPad and all usage reports are considered public records, are subject to the California Public Records Act, and are considered the property of the Rossmoor Community Services District.

5025.22 Security Precautions and Breaches: A Board Member shall not download files from sources which he or she has any reason to believe may be untrustworthy nor shall he or she open and read files attached to email transmissions unless the member believes they originate from a trustworthy source. Downloaded files and attachments may contain viruses or hostile applications that could damage the District's systems. Board members will be held accountable for breaches of security caused by files obtained for non-business purposes.

5025.23 District Jurisdiction and Personal Privacy: The District reserves the right to inspect any and all files stored on computers, iPads, or other electronic devices which are the property of the Rossmoor Community Services District, in order to assure compliance with this policy.

FIRST READING

Board Members do not have any personal privacy right in any matter created, received, stored in, or sent from any District iPad and Board Members shall authorize the District General Manager to institute appropriate practices and procedures to assure compliance with this policy.

5025.24 Intended Use: The District-issued iPads are intended to be used for legitimate District business reasons with the goal of improving service to the public.

5025.25 Software Downloads (App) Restrictions: Board Members shall not download any application, "app", or software to District-issued iPads. These iPads will be equipped and periodically updated by the District with such applications, "apps", and software as may be reasonably necessary and appropriate to perform District Member's duties. In the event any member of the Board wishes to download any additional application, "app", or software, consent from the General Manager or a majority of the Board shall be obtained. Any application, "app", or software installed on one Board Member's iPad will be made available for installation on all Board Members' iPads. Any software, email messages, or files downloaded via the Internet into the District systems become the property of the District, and may only be used in ways that are consistent with licenses and copyrights.

5025.26 Conduct and Code of Ethics: Board Members shall not use District-issued iPads for operating a business for personal gain, sending chain letters, soliciting money for religious or political causes, or any other purpose prohibited by law or that interferes with normal District business activities. The District Code of Ethics and all existing District policies will continue to apply to Board Member conduct on the Internet and in the use of email; including but not limited to those that deal with misuse of District resources, sexual harassment, information and data security, and confidentiality.

5025.27 District Liability: iPad, Internet, and email activities carried out in the performance of official duties will be traceable to the District and may impact the reputation of the District. Board Members/Employees shall refrain from making any profane, discriminatory, or violent statements in any Internet forum or from committing any other acts which violate the law and could expose the District to liability.

5025.28 Individual Notations and Confidentiality: Records regarding the use of the device and electronic "notes" made by the Board Members on agenda or related materials may be, but are not necessarily, exempt from disclosure under the Public Records Act pursuant to the "deliberative process" privilege. The deliberative process exception is intended to protect the process by which policy decisions are made. However, the Public Records Act requires consideration of a balancing test whether the public interest in maintaining the confidentiality of the records outweighs the public interest in the disclosure of the information sought. As a result, there is no guarantee that Board Member notes and materials stored on iPads will be entirely exempt from disclosure.

5025.29 Malicious Use: Board Members shall not use District electronic communications equipment to deliberately promulgate any virus or other hostile computer program or file, to disable or overload any computer system or network, or to circumvent any system intended to protect the privacy or security of another user.

5025.30 District Electronic Communications Content: Board Members shall not use a District email account to send any messages of a profane, discriminatory or violent nature.

5025.31 District Electronic Communications and the California Brown Act: Board Members shall not use any email, instant messaging or other communication program during any Board of Directors meeting, nor shall any Board Member use the iPad in any manner that constitutes a violation of the open meeting requirements of the Brown Act.

FIRST READING

5025.32 Damage and Loss Procedures: All District iPads shall be secured with a password. All lost or stolen and/or damaged iPads shall be promptly reported to the District (ideally within 24 hours).

5025.33 Confidential Data: District Confidential Data, defined as personnel records, internal investigations, information relating to or potential litigation, attorney-client communication, information relating to labor negotiations or information relating to confidential real estate negotiations, shall continue to be printed in hardcopy format. When Board members, the General Manager, or Committee members receive confidential information it should be marked "Confidential Information" to alert recipients to the nature of the information. Additionally, should the situation arise, Board members, the General Manager and Committee members shall exercise caution in sending confidential information by E-Communication as compared to written memoranda, letters or phone calls, because of the ease with which such information can lose confidentiality by inadvertent or intentional diversion or re-transmission by others. No Board Member shall make an electronic copy of any Confidential Data for storage on the District iPad or any other electronic device or cloud.

Adopted:

FIRST READING



**ROSSMOOR COMMUNITY SERVICES DISTRICT
IPAD AGREEMENT
FOR BOARD/STAFF MEMBERS**

I, the undersigned Rossmoor Community Services District Board/Staff Member, have been provided a copy of the Rossmoor Community Services District iPad Policy and understand its contents fully. I accept and understand terms of the policy and agree to abide by all terms contained in it.

I will reimburse the District for any reasonable fees, expenses, or damages incurred as a result of my intentional or malicious misuse of the District's computers, iPads, or communication equipment.

Board/Staff Member (*Please Print Name*)

Board/Staff Member (*Signature*)

Date

1st READING

REDLINE

Rossmoor Community Services District

Policy

50253096

No.

PAPERLESS AGENDA AND TABLET DEVICE USE

50253096.10 General Statement: The District finds that the use of a tablet device (iPad) will assist the members of the Board and designated staff in the efficient performance of their duties ~~as members of the Board~~, and thereby improve service to the public. Use of a tablet device will allow for electronic transmission of agenda materials to the Board Members and designated staff, resulting in cost savings with respect to printed materials and lessening the environmental impacts associated with the use and disposal of paper products. This Policy shall provide guidance regarding what are, and are not, appropriate uses for this important business tool to comply with all applicable laws concerning hearings and deliberating procedures involving due process, and the provisions of the Brown Act and the Public Records Act.

~~Although this Policy authorizes the provision of an iPad to each member of the Board and designated Staff, it is understood that some Board Members may also opt to use his or her personal electronic device in the performance of official duties or a personal home computer to view the electronic version of the agenda package found on the District website. Usage guidelines for such circumstances shall be contained in a separate policy.~~

Section 50253096.20 below sets forth guidelines that apply to the use of District-issued iPads.

The explicit privileges and restrictions set forth in this Policy do not attempt to cover every situation that may arise in connection with the use of this new form of electronic communication.

50253096.20 District Issued iPads: Each member of the Board of Directors and designated staff is eligible to receive a District-issued iPad with mobileWi-Fi connectivity ~~technology installed~~, a device case, device charger and a screen protector for use during his or her term ~~Each member or employment~~. Board and staff currently ~~has~~ have a District email account that will be used to send ~~the member~~ official District documents, including without limitation District Board Agendas, Weekly Update Reports, Staff Reports, and the like. Each Board Member will have access to the Internet through this iPad via a password protected District WiFi connection, made available during Board Meetings and/or a home WiFi connection or WiFi hotspot. ~~The Board membermembers and staff~~ shall return the iPad to the District upon ~~leaving office~~ resignation, termination or expiration of term.

50253096.21 California Public Records Act: The District-issued iPads are tools for Board Members and designated staff to conduct District business, including any agencies and committees to which they are assigned or elected. Thus, use of the iPad will be solely for District-related purposes, i.e., to review electronic Board agenda materials, research relevant topics, obtain useful information for Board-related business, and conduct business communications as appropriate. All of the District's computer systems, including the iPad, are considered to be public property. Subject to the narrow exceptions in the Public Records Act, all documents, electronic records, files, and email messages accessed on the District-issued iPad and all usage reports are considered public records, are subject to the California Public Records Act, and are considered the property of the Rossmoor Community Services District.

50253096.22 Security Precautions and Breaches: A Board Member and/or designated staff shall not download files from sources which he or she has any reason to believe may be untrustworthy nor shall he or she open and read files attached to email transmissions unless the member believes they originate from a trustworthy source. Downloaded files and attachments may contain viruses or hostile applications that could damage the District's systems. Board

REDLINE

members and designated staff will be held accountable for breaches of security caused by files obtained for non-business purposes.

50253096.23 District Jurisdiction and Personal Privacy: The District reserves the right to inspect any and all files stored on computers, iPads, or other electronic devices which are the property of the Rossmoor Community Services District, in order to assure compliance with this policy. Board Members and designated staff issued ipads do not have any personal privacy right in any matter created, received, stored in, or sent from any District iPad and Board Members shall authorize the District General Manager to institute appropriate practices and procedures to assure compliance with this policy.

50253096.24 Intended Use: The District-issued iPads are intended to be used for legitimate District business reasons with the goal of improving service to the public.

50253096.25 Software Downloads (App) Restrictions: ~~Board Members shall not download any application, "app", or software to District-issued iPads. These~~The iPads will be equipped and periodically updated by the District with such applications, "apps", and software as may be reasonably necessary and appropriate to perform District Member's and assist with official duties. ~~In the event any member of the Board wishes to~~Members and designated staff may not download any additional applications and software unless the application, "app", or software, ~~consent from the General Manager or a majority appears on the District-approved list. The District-approved list of the Board shall be obtained. Any application, "app", or applications and software installed on one Board Member's iPad will be made available~~acceptable for installation on all Board Members' iPads. ~~download may be amended by the District in its sole discretion. The District reserves the right to amend the approved list according to its evolving business needs.~~ Any software, email messages, or files downloaded via the Internet into the District systems become the property of the District, and may only be used in ways that are consistent with District policy and applicable licenses and copyrights.

50253096.26 Conduct and Code of Ethics: Board Members shall not use District-issued iPads for operating a business for personal gain, sending chain letters, soliciting money for religious or political causes, or any other purpose prohibited by law or that interferes with normal District business activities. The District Code of Ethics and all existing District policies will continue to apply to Board/Designated Staff Member conduct on the Internet and in the use of email; including but not limited to those that deal with misuse of District resources, sexual harassment, information and data security, and confidentiality.

50253096.27 District Liability: iPad, Internet, and email activities carried out in the performance of official duties will be traceable to the District and may impact the reputation of the District. Board/Designated Staff Members/~~Employees~~ shall refrain from making any profane, discriminatory, or violent statements in any Internet forum or from committing any other acts which violate the law and could expose the District to liability.

50253096.28 Individual Notations and Confidentiality: Records regarding the use of the device and electronic "notes" made by the Board/Designated Staff Members on agenda or related materials may be, but are not necessarily, exempt from disclosure under the Public Records Act pursuant to the "deliberative process" privilege. The deliberative process exception is intended to protect the process by which policy decisions are made. However, the Public Records Act requires consideration of a balancing test whether the public interest in maintaining the confidentiality of the records outweighs the public interest in the disclosure of the information sought. As a result, there is no guarantee that Board Member notes and materials stored on iPads will be entirely exempt from disclosure.

50253096.29 Malicious Use: Board/Designated Staff Members shall not use District electronic communications equipment to deliberately promulgate any virus or other hostile computer program or file, to disable or overload any computer system or network, or to circumvent any system intended to protect the privacy or security of another user.

REDLINE

50253096.30 District Electronic Communications Content: Board/Designated Staff Members shall not use a District email account to send any messages of a profane, discriminatory or violent nature.

50253096.31 District Electronic Communications and the California Brown Act: Board/Designated Staff Members shall not use any email, instant messaging or other communication program during any Board of Directors meeting, nor shall any Board Member/Designated Staff Member use the iPad in any manner that constitutes a violation of the open meeting requirements of the Brown Act.

50253096.32 Damage and Loss Procedures: All District iPads shall be secured with a password. All lost or stolen and/or damaged iPads shall be promptly reported to the District (ideally within 24 hours).

50253096.33 Confidential Data: District Confidential Data, defined as personnel records, internal investigations, information relating to or potential litigation, attorney-client communication, information relating to labor negotiations or information relating to confidential real estate negotiations, shall continue to be printed in hardcopy format. When Board members, the General Manager, or Committee members receive confidential information it should be marked "Confidential Information" to alert recipients to the nature of the information. Additionally, should the situation arise, Board members, the General Manager and Committee members shall exercise caution in sending confidential information by E-Communication as compared to written memoranda, letters or phone calls, because of the ease with which such information can lose confidentiality by inadvertent or intentional diversion or re-transmission by others. No Board Member shall make an electronic copy of any Confidential Data for storage on the District iPad or any other electronic device or cloud.

Adopted:



**ROSSMOOR COMMUNITY SERVICES DISTRICT
IPAD AGREEMENT
FOR BOARD/STAFF MEMBERS**

I, the undersigned Rossmoor Community Services District Board/Staff Member, have been provided a copy of the Rossmoor Community Services District iPad Paperless Agenda Program Policy and understand its contents fully. I accept and understand terms of the policy and agree to abide by all terms contained in it.

I will reimburse the District for any reasonable fees, expenses, or damages incurred as a result of my intentional or malicious misuse of the District's computers, iPads, or communication equipment.

Board/Staff Member (*Please Print Name*)

Board/Staff Member (*Signature*)

Date

2nd READING

PROPOSED

Rossmoor Community Services District

Policy

No. 3096

PAPERLESS AGENDA AND TABLET DEVICE USE

3096.10 General Statement: The District finds that the use of a tablet device (iPad) will assist the members of the Board and designated staff in the efficient performance of their duties, and thereby improve service to the public. Use of a tablet device will allow for electronic transmission of agenda materials to the Board Members and designated staff, resulting in cost savings with respect to printed materials and lessening the environmental impacts associated with the use and disposal of paper products. This Policy shall provide guidance regarding what are, and are not, appropriate uses for this important business tool to comply with all applicable laws concerning hearings and deliberating procedures involving due process, and the provisions of the Brown Act and the Public Records Act.

Section 3096.20 below sets forth guidelines that apply to the use of District-issued iPads.

The explicit privileges and restrictions set forth in this Policy do not attempt to cover every situation that may arise in connection with the use of this new form of electronic communication.

3096.20 District Issued iPads: Each member of the Board of Directors and designated staff is eligible to receive a District-issued iPad with Wi-Fi connectivity, a device case, device charger and a screen protector for use during his or her term or employment. Board and staff currently have a District email account that will be used to send official District documents, including without limitation District Board Agendas, Weekly Update Reports, Staff Reports, and the like. Each Board Member will have access to the Internet through this iPad via a password protected District WiFi connection, made available during Board Meetings and/or a home WiFi connection or WiFi hotspot. Board members and staff shall return the iPad to the District upon resignation, termination or expiration of term.

3096.21 California Public Records Act: The District-issued iPads are tools for Board Members and designated staff to conduct District business, including any agencies and committees to which they are assigned or elected. Thus, use of the iPad will be solely for District-related purposes, i.e., to review electronic Board agenda materials, research relevant topics, obtain useful information for Board-related business, and conduct business communications as appropriate. All of the District's computer systems, including the iPad, are considered to be public property. Subject to the narrow exceptions in the Public Records Act, all documents, electronic records, files, and email messages accessed on the District-issued iPad and all usage reports are considered public records, are subject to the California Public Records Act, and are considered the property of the Rossmoor Community Services District.

3096.22 Security Precautions and Breaches: A Board Member and/or designated staff shall not download files from sources which he or she has any reason to believe may be untrustworthy nor shall he or she open and read files attached to email transmissions unless the member believes they originate from a trustworthy source. Downloaded files and attachments may contain viruses or hostile applications that could damage the District's systems. Board members and designated staff will be held accountable for breaches of security caused by files obtained for non-business purposes.

3096.23 District Jurisdiction and Personal Privacy: The District reserves the right to inspect any and all files stored on computers, iPads, or other electronic devices which are the property of the Rossmoor Community Services District, in order to assure compliance with this policy. Board Members and designated staff issue ipads do not have any personal privacy right in any matter created, received, stored in, or sent from any District iPad and Board Members shall authorize the District General Manager to institute appropriate practices and procedures to assure compliance with this policy.

PROPOSED

3096.24 Intended Use: The District-issued iPads are intended to be used for legitimate District business reasons with the goal of improving service to the public.

3096.25 Software Downloads (App) Restrictions: The iPads will be equipped and periodically updated by the District with such applications and software as may be reasonably necessary and appropriate to perform and assist with official duties. Board Members and designated staff may not download additional applications and software unless the application or software appears on the District-approved list. The District-approved list of applications and software acceptable for download may be amended by the District in its sole discretion. The District reserves the right to amend the approved list according to its evolving business needs. Any software, email messages, or files downloaded via the Internet into the District systems become the property of the District, and may only be used in ways that are consistent with District policy and applicable licenses and copyrights.

3096.26 Conduct and Code of Ethics: Board Members shall not use District-issued iPads for operating a business for personal gain, sending chain letters, soliciting money for religious or political causes, or any other purpose prohibited by law or that interferes with normal District business activities. The District Code of Ethics and all existing District policies will continue to apply to Board/Designated Staff Member conduct on the Internet and in the use of email; including but not limited to those that deal with misuse of District resources, sexual harassment, information and data security, and confidentiality.

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PROPOSED

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2nd READING

Adopted:

PROPOSED



**ROSSMOOR COMMUNITY SERVICES DISTRICT
IPAD AGREEMENT
FOR BOARD/STAFF MEMBERS**

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I will reimburse the District for any reasonable fees, expenses, or damages incurred as a result of my intentional or malicious misuse of the District's computers, iPads, or communication equipment.

Board/Staff Member (*Please Print Name*)

Board/Staff Member (*Signature*)

Date

2nd READING



We're talking about small business success.

10 iPad Apps for Small Business Finance

by Liz Magill on April 26, 2011

Apple's latest member to the "i" family, the iPad, is not just another fancy electronic device. It's turning into a lean, mean piece of hardware capable of turning small businesses into efficient mobile operations. Get control over your finances with these top small business finance apps for iPad.



Get updates! Sign up for the
Intuit Small Business Blog
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1) **Bloomberg for iPad** (Free) – From stock, bonds, news, and podcasts, stay on top of the financial happenings in your industry with this finance app. While you're at it, download the just-launched [Bloomberg Businessweek app](#), which provides the same content as the print edition, coupled with an interactive reading experience. This app is free for Businessweek subscribers.

2) **Time Master + Billing** (\$9.99) – This time tracking and invoicing app developed by [On Core Software LLC](#) boasts the average highest rating of all [time management apps](#) on the App Store. Perfect for any business person who does work based upon billable hours, this app lets you easily track your time and can even handle interruptions while working.

3) **Expensify** (Free) – We dare you to find *anyone* that

likes filling out their expense report. Expensify helps make this often daunting task a little less terrifying. This app can log mileage, import credit card purchase history, and generate IRS-ready eReceipts. Take a picture of a receipt and attach the image to your expense report and submit your expense report right from your iPad.

4) **Numbers** (\$9.99) – This spreadsheet for the iPad provides 250 functions and 16 templates, including those for invoicing and scheduling. See your data in chart form or export Excel or PDF files to send to your contacts.

5) **StockWatch** (\$2.99) – Keep track of your portfolio and the stock market with this mobile app. With unlimited financial instrument tracking, 50 stock exchanges supported, and loads of other research tools, StockWatch is a comprehensive investor app.

6) **CNBC Real-Time for iPad** (Free) – Direct from the NYSE and NASDAQ exchanges, this is the only free app that provides real-time streaming quotes before, during, and after the market closes. Interactive charts, personalized scrolling tickers, news, and videos are also available with this app. **Marketdash** (Free) by Yahoo and **FOX Business for iPad** (Free) are similar tools.

7) **Currency+ (Currency Exchange Rates Converter)** (\$1.99) – Any global business traveler will find changing money a breeze with this currency converter. Create a list of currency favorites out of 150 supported to get real-time conversions. **FX Currency Ware** (Free) and **iCurrency Pad** (\$0.99) offer similar features.

8) **EasyBooks** (Free) – Simply put, EasyBooks is an easy-to-use booking and invoicing app that's ideally suited for small businesses. This handy app keeps track of bank accounts, expenses, sales and purchase invoices, assets, earnings and more. You can reconcile bank accounts and credit card statements right in the app, and you a full double-entry accounting system lets you produce financial reports such as a balance sheet, profit and loss statement, audit report, and more. For a one time charge, you can add unlimited transactions to the

free app.

9) **Intuit GoPayment Credit Card Terminal** (Free) – Use your iPad (or iPhone or iPod Touch) to accept secure credit card payments anytime or anywhere. Don't ever miss a sale just because you don't have access to a credit card terminal. Get paid at job sites or in meetings. Heck, you can even get paid on the golf course — and you get a free Intuit Credit Card reader to connect to your phone.

10) **QuickBooks Connect** - (Free for 30 days) – Automatically sync with your **QuickBooks** data, so you can quickly access key financial data when you're out of the office.

Tell us about any other amazing small business finance apps you've found!

About Liz Magill

Elizabeth Magill is a professional writer who holds an MBA. She spent over 10 years working in management in an investment firm in corporate America. Liz focuses her writing on small business, career and work, personal finance, and health. Her clients include The Motley Fool, American News Report, Profitably, WorldStart.com, LIVESTRONG.com, Healthline, and many others. She's author of multimedia [App](#) and Vook [Conduct a Job Interview: The Video Guide](#), blogger for IFXMedical.com, and contributing writer for Intuit Small Business Blog.

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ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-2

Date: April 9, 2013
To: Honorable Board of Directors
From: General Manager
Subject: RESIDENT APPEAL OF DECISION OF GENERAL MANAGER RE: TREE REMOVAL

RECOMMENDATION:

Receive report and adhere to RCSD Policy No. 3080 by rejecting appeal.

BACKGROUND:

During a tree inspection, Ms. Mary Kingman discovered that a Chinese Flame Tree had been illegally removed at 12351 Chianti Drive.

Accordingly, a letter was sent to resident demanding charges in the amount of \$260 for the cost of planting the tree and the actual replacement cost of a new tree.

The actual value of the tree destroyed was waived, due to the fact that removal was a first time offense.

The resident has appealed the charges by written correspondence.

ATTACHMENTS:

1. Letter to resident dated February 28, 2013 advising of violation of RCSD Policy.
2. Letter from resident appealing charge of \$260.
3. Policy No. 3080 Parkway and Rossmoor Median Tree Maintenance.



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

February 28, 2013

Rossmoor Resident
12351 Chianti Dr.
Rossmoor, CA 90720

Re: Illegal Tree Removal

Dear Rossmoor Resident:

During a recent tree inspection, it was noted that the parkway tree on the side of your home at 12351 Chianti Dr. was found to have been removed without authorization from either the RCSD or the County of Orange.

In the community of Rossmoor the Parkway, Park and Median trees are the property of the County of Orange and managed by the RCSD. Pursuant to RCSD Policy 3080, the unauthorized removal a parkway tree is a misdemeanor and will subject the homeowner to the appropriate legal remedies including the filing of a report with law enforcement and liability for all expenses and damages resulting from the tree pruning. A copy of this policy is attached for your information.

Our records indicate that the removed tree was a Koelreuteria bipinnata also known as a Chinese Flame Tree. It was seven years old and approximately 12' tall, with a value of \$2,070. As a courtesy, and since this is a first time offense, we will not charge you for the value of the property destroyed . You are however, liable for the following charges:

- Cost of Feb. 2005 planting of tree: \$80.
- Replacement Planting: \$180.

Therefore, you are required to submit payment to the RCSD in the amount of \$260. by April 1.

Please remit your payment to:
Rossmoor Community Services District
3001 Blume Drive
Rossmoor, CA 90720

If you have any questions, please contact our Tree Program Assistant, Mary Kingman at (562) 430-3707. Thank you for your assistance in the above matter.

Chris Montana
Chris Montana
General Manager

March 8, 2013

Rossmoor Community Services
3001 Blume Drive
Rossmoor, Ca. 90720

Attention: Chris Montana
General Manager

From: Erlene M. Minton, Resident
12351 Chianti Drive
Rossmoor, C. 90720

Dear Mr. Montana:

On February 29, 2013 I received a letter from your office stating that I had a Chinese Flame Tree removed from my property without authorization. I was aghast, and apologize for my total lack of understanding that there was a process to follow. In fact I fully intended to replace the tree, when I could afford to do so, with an appropriate species for that same location.

Upon talking to Mary Kingman, I was advised to write a letter of appeal for your consideration, explaining my current circumstances. I am an 85 year old widow, who lives alone. My children all live out of state. I maintain, to the best of my ability, a corner lot across from Rush Park. The pedestrian traffic is constant due to joggers, kids on skateboards and parents pushing prams to and from the park.

The Chinese Flame Tree, while beautiful, is a hazardous, inappropriate species for the particular location on my property where it was planted due to constant falling branches and other droppings. Since I recently had a total knee replacement, I am unable to maintain a clean, safe sidewalk on a daily basis. In fact my greatest concern was that a pedestrian would have a serious fall and sue me because of all the constant debris. Therefore when a tree service rang my doorbell and offered to remove the tree, I simply made an impulsive decision and took advantage of the situation. A decision I now regret.

I plan to continue to live in Rossmoor as long as I am physically and financially capable, and am hopeful you will consider not holding me liable due to valid reasons for removing the tree. In the future I certainly will be more aware of my property responsibilities.

Sincerely,



Erlene M. Minton
Rossmoor Resident

Rossmoor Community Services District

Policy

No. 3080

**PARKWAY AND ROSSMOOR WAY MEDIAN TREE
MAINTENANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3080.41 Valid reasons for removing trees:

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

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

3080.42 Non-valid reasons for removing trees:

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

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

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

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

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

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

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

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

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

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

3080.80 Enforcement of Policy:

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

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

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

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

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

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

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

3080.90 Quarterly Report: The General Manager shall provide a quarterly report to the Board giving a summary of all parkway and median tree plantings, trimmings, inspections and removals.

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

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

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

Adopted: September 10, 2002
Approved renumbering & format: October 10, 2002
Reaffirmed: December 10, 2002
Amended: December 9, 2003
Amended: April 13, 2004
Amended: October 12, 2004
Amended: July 12, 2005
Amended: December 13, 2005
Amended: April 13, 2010
Amended: June 14, 2011

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-3

Date: April 9, 2013
To: Honorable Board of Directors
From: General Manager
Subject: YOUTH CENTER ROSSMOOR PARK SUMMER DAY CAMP-
PARTNERSHIP PROPOSAL

RECOMMENDATION:

Approve the request of Lina Lumme, Executive Director of the Youth Center, to continue a partnership with the RCSD in providing the annual Summer Day Camp Program at Rossmoor Park from 7:00 a.m. to 7:00 p.m. (an extension of 3 hours to prior years' requests). Also, to authorize approval of policy limitations including exceeding the 8:00 a.m. start time and the eight hours per day limit pursuant to Policy No. 6010—Requests for Use of District Parks and Facilities.

BACKGROUND:

The Youth Center has successfully provided an annual Summer Day Camp Program at Rossmoor Park since 1988. The 2012 Camp provided daily activities to over 240 youth, 35 teen volunteers and over 20 staff within the community. As in previous years, the Youth Center is proposing a 10-week program commencing June 17 and concluding on August 23. The program is typically conducted Monday thru Friday between the hours of 7:00 a.m. and 4:00 p.m. at Rossmoor Park. Extended child care is provided until 7:00 p.m. However, beginning at 4:00 p.m., remaining participants are transported from Rossmoor Park to the Youth Center facility located next to Oak Middle School where parents can pick up their children before 7:00 p.m. The Youth Center's 18-passenger shuttle provides transportation for up to 50 extended day participants, teen volunteers and staff, requiring up to 4 round trips. On some occasions, the bus may be unavailable requiring participants to walk to the Youth Center crossing a major Rossmoor/Los Alamitos intersection.

This year, the Youth Center is requesting use of the Rossmoor Park Community Room and Kitchen between the hours of 7:00 a.m. and 7:00 p.m. (an extension of 3 hours) to eliminate the need for transportation to the Youth Center. The Youth Center reports their neighbor, Oak Middle School will be undergoing modernization during the summer months, resulting in the elimination of green space for play for extended day participants. Staff research found the initial use of the facility was limited to 4:00 p.m. by the Youth Center due to field use of the LAGSL. Recent MOU negotiations have limited summer use of LAGSL. Typically the Youth Center does not utilize much green space after 4:00 p.m.

Additionally, as a non-profit organization, the Youth Center would not be able to provide the annual program at the current rental fee schedule set for use of the Rossmoor Park Community and Kitchen. The current hourly rate is set at \$25.00 for the Community Room and \$13.00 for the Kitchen (long-term rates). Total fees for facility use, if imposed, would amount to \$22,800 on a long-term user basis. It should be mentioned that the District receives minimal requests, if any, for use of this facility during this timeframe.

It has been a goal of the Board to provide recreational programs that are a benefit to the community. The Youth Center's Rossmoor Park Summer Day Camp provides the District with the opportunity to offer an exciting and popular program within the community on a continuing basis.

ATTACHMENTS:

1. March 18, 2013 Letter from the Youth Center re: Rossmoor Park Summer Day Camp
2. 2012 Summer Day Camp Brochure
3. Staff report re: Youth Center Extension Request
4. Policy No. 6013—Joint Use of District Property for District Sponsored Programs
5. Policy No. 6010—Requests for Use of District Parks and Facilities

March 18, 2013

Chris Montana, General Manager
Rossmoor Community Services District
3001 Blume Avenue
Rossmoor, CA 90720

Subject: Summer Program - Rossmoor Park

Dear Chris:

Once again, on behalf of our Board of Directors, staff and the hundreds of young people served by the Rossmoor Park Summer Day Camp programs, I wish to express our gratitude to you and the RCSD Board of Directors for the continued commitment to our 23-year partnership.

Summer Camp 2012 was very successful and we received many complements on incorporating learning opportunities along with traditional recreational activities. For Summer Camp 2013 we have planned to enhance the program even further while maintaining its high quality and affordable rates. We have enclosed last year's promotional booklet for your review. Last year we added RCSD logo in the brochure and will have it in our new brochure as well.

Please allow this letter to act as a formal request for use of Rossmoor Park facilities for the Youth Center/Rossmoor Community Services District Summer Day Camp program in 2013. We specifically request the use of the following areas so as to facilitate safe and successful activities:

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

We propose to deliver a total of ten weeks of day-camp programming beginning Monday, June 17th and running through Friday, August 23rd. In preparation for the program we would begin transporting supplies the week of June 10th and hold staff training at the site, including the large room, on Saturday, June 15th. In preparation and stocking the snack bar for the camp we would kindly request to use the kitchen on Friday June 14th through Sunday June 16th.

Last year you granted permission for us to begin the program at 7:00am and thereby meet the needs of parents who must drive some distance to work. We propose to repeat this practice with the caveat that, in an effort to avoid unnecessary noise, we would keep the children inside until 8:00am. We also ask if we can use the park longer this year. Instead of leaving the park at 4:30pm., we are requesting to stay till 7 pm. Oak Middle School is starting major construction this summer. Since we are right next door to the school, it would make it easier for the parents and the kids to stay at the Rossmoor Park till the camp is over.

Again, we deeply appreciate your partnership with us!

Very truly yours,

Lina Lumme
Executive Director





Rossmore Community Services District &
 The Youth Center

invite you to

Kids Day Camp
& Teen Camp

MORE FUN
than ever

AS AFFORDABLE AS ALWAYS!

Summer 2012
TheYouthCenter.org



Rossmoor Community Services District

The Youth Center ROSSMOOR PARK Day Camp

Choose daily or weekly camp dates from:

June 18 - August 24, 2012

For kids ages 5 to 12

It's a summer long

PARTY

for your kids and your wallet!

Basic Program:

Monday - Friday

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

Extended Hours:

Monday - Friday

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

It would be hard to find this much fun and flexibility in another summer camp at such an affordable price!

Our recreational program offers ten weeks of on-site activities, sports, entertainment and special events. When you add enriching field trips and beach excursions, your kids will be experiencing a summer they'll never forget!



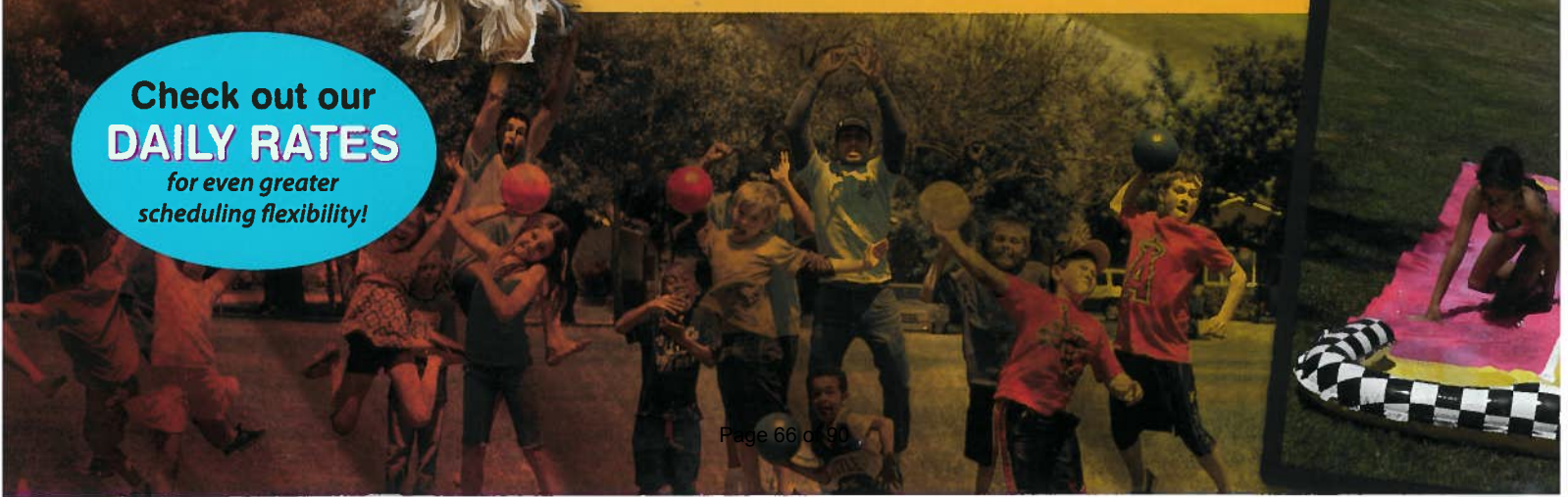
Camp Activities

- **Puppy Party**—Campers will hold, pet and play with fun-loving, cute puppies.
- **Reptile Party**—Your child will interact with a variety of reptiles and bugs creating hands-on fun and picture perfect moments.
- **Wet 'N Wild Fridays**—Get soaked with a water balloon toss, water limbo, Slip 'n Slide and more!
- **Wheels Day**—Campers circle the park on their scooters, skateboards or bikes.
- **Cultural Fridays**—Campers learn about different cultures through stories and dances to cultural music.
- **Organized Games & Sports**
- **Awesome Arts & Crafts**
- **Weekly Face Painting**
- **Dance Party Mondays**
- **Carnival Days**
- **Healthy Snack Bar**
- **Dress Up Days With Prizes**
- **Trips to Seal Beach** (Additional charges apply.)

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

Check out our
DAILY RATES

for even greater
scheduling flexibility!



Parent Orientation

Wed., June 13th

6:00 p.m. - 7:00 p.m.

Detailed camp information and payment procedures will be discussed.

FIELD TRIPS

Angels Baseball-Take 'em out to Angels Stadium to watch the Angels play the Kansas City Royals.

Aquarium of the Pacific-Explore exhibits highlighting the planet's largest and most diverse body of water, The Pacific Ocean.

Discovery Science Center-Kids will explore more than 100 hands-on exhibits in various themed areas such as : Air & Space, Dynamic Earth, Digital Lab & more.

Ice Skating at Glacial Gardens-There's nothing more perfect than a cool ice rink on a hot summer day!

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

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

Nickel! Nickel!-An affordable family fun center that offers guests the very latest in coin operated entertainment and an extensive prize counter.

Boomers-The best place to go for non-stop action including arcade games, bumper boats, miniature golf and rock climbing wall.

Disneyland®- Imagination is the destination. It's the happiest place on earth! Come build memories with your friends that last a lifetime as you discover the wonder of this magical, fantastical park.

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

O.C. Fair-Enjoy a fun-filled day at the Orange County Fair with great food, animals, carnival rides, games & prizes!



SUMMER PLANNING CALENDAR '12

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

	Monday	Tuesday	Wednesday	Thursday	Friday
JUNE	Snow Cones 18 SUMMER JAMS WEEK Freeze Dance	Safety Day- Get an ID 19 Optional Field Trip: NICKELI NICKELI 1:00 p.m. - 4:30 p.m. Jump rope contest Face painting	Optional Field Trip: 20 SEAL BEACH 10:00 a.m. - 3:00 p.m. Ooey Goey Science Party Soccer	BOUNCE INTO SUMMER 21 Painting Crazy Hair Day	KIDS NIGHT OUT 22 6:00 - 10:30 p.m. (optional activity) Bollywood/Indian Dancing WATER DAY!
	Carnival Games 25 WILD WEST WEEK Twister Dance	Optional Field Trip: 26 KNOTT'S BERRY FARM 9:30 a.m. - 5:00 p.m. Mancala tournament Face painting	Optional Field Trip: 27 ICE SKATING 10:00 a.m. - 2:00 p.m. Basketball	 Staff vs. Kids 28 MAGIC SHOW Design Your Own T-shirt Mismatched Day	Korean Hand Drum Dancing  WATER DAY!
JULY	Watermelon Eating Contest 2  AMERICANA WEEK Dance Competition	Optional Field Trip: 3 DISCOVERY SCIENCE CENTER 12:00 p.m. - 5:00 p.m. Hopscotch contest Face painting	 Happy 4th of July! CAMP CLOSED	WHEELS DAY 5 Bring your bike, board, scooter or skates & a helmet!  Sand Art Red, White & Blue Day	Country Line Dancing 6  WATER DAY!
	Scavenger Hunt 9 ZANY ZOO WEEK Dance Class	Optional Field Trip: 10 SOAK CITY 9:30 a.m. - 5:00 p.m. Connect 4 tournament Face painting	Optional Field Trip: 11 SEAL BEACH 10:00 a.m. - 3:00 p.m. Dodgeball: Kids vs. staff	 REPTILE PARTY 12 Fuse Beads Animal Costume Day	Brazilian Dancing 13  WATER DAY!
	Etiquette Class 16 ADVENTURE WEEK Hula Dance	Optional Field Trip: 17 DISNEYLAND 9:30 a.m. - 5:00 p.m. Hula hoop contest Face painting	Optional Field Trip: 18 HERITAGE PARK 10:00 a.m. - 3:00 p.m. Sport: Kid's choice	POT LUCK DAY 19 Sculpting Decade Day	Egyptian Belly Dancing 20  WATER DAY!
	Relay Races 23 SUPER SPORTY WEEK Disco Dance	Optional Field Trip: 24 SKY HIGH SPORTS 9:00 a.m. - 12:00 p.m. Carom tournament Face painting	Optional Field Trip: 25 ANGELS BASEBALL GAME Angels vs. Kansas City Royals 11:00 a.m. - 4:30 p.m. Kickball	Safety Day- Get an ID 26 WHEELS DAY Bring your bike, board, scooter or skates & a helmet!  Friendship Bracelets Sports Jersey Day	KIDS NIGHT OUT 27 6:00 - 10:30 p.m. (optional activity) Greek Sirtaki Dancing GIANT WATER SLIDE DAY!
	Art Class 30 DESIGN WEEK Dance For Fun	Optional Field Trip: 31 Aquarium of the Pacific 1:15 p.m. - 5:00 p.m. Coloring contest Face painting	Optional Field Trip: 1 ROLLER SKATING 12:30 p.m. - 4:00 p.m. Volleyball	 PUPPY PARTY 2 Design Your Own T-shirt Crazy Hat Day	Irish Dancing 3  WATER DAY!
	Silly Dance Class 6 TOTALLY TALENTED WEEK Silly Dance	Optional Field Trip: 7 DISNEY'S CALIFORNIA ADVENTURE 9:30 a.m. - 5:00 p.m. Speed tournament Face painting	Optional Field Trip: 8 O.C. FAIR 9:30 a.m. - 5:00 p.m. Sport: Kid's choice	TALENT SHOW 9 Macaroni Necklaces Celebrity Day	Mexican Polka 10  WATER DAY!
Camp at Camp Day 13 AROUND THE WORLD WEEK Wacky Dance	Optional Field Trip: 14 BOOMERS 10:00 a.m. - 5:00 p.m. Cup stacking contest Face painting	Optional Field Trip: 15 ICE SKATING 10:00 a.m. - 2:00 p.m. Kickball & Basketball	WHEELS DAY 16 Bring your bike, board, scooter or skates & a helmet!  Paper Mache Masks Twin Day	South African Dancing 17  WATER DAY!	
Snow Cones 20 FRIENDS FOREVER WEEK Tag Dance	Optional Field Trip: 21 AMF BOWLING 1:00 p.m. - 4:30 p.m. Handball tournament Face painting	Optional Field Trip: 22 SEAL BEACH 10:00 a.m. - 3:00 p.m. Friendship bracelets Dodgeball: Kids vs. staff	Safety Day- Get an ID 23 "Bounce back to school" BOUNCE HOUSE Design Your Own T-shirt Costume Contest	KIDS NIGHT OUT 24 6:00 - 10:30 p.m. (optional activity) Hawaiian Hula Dance Potluck Day WATER DAY!	

The Youth Center Summer Day Camp Registration Form

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

Participant: Last name _____ First name _____

DOB ____/____/____ Age ____ E-mail _____ School your child attends: _____

Parent: Last name _____ First name _____

Address _____ City _____ State _____ Zip _____

Home phone () _____ Work phone () _____ Cell phone () _____

Determining your day camp rate code: [] 1st child: **A** [] 2nd child: **B** [] All add'l. children: **C**

WEEK OF	WEEKLY PROGRAM: Choose basic or extended Circle your rate code amount			DAILY PROGRAM: Choose basic or extended Circle days, multiply by \$25 or \$30			OPTIONAL FIELD TRIPS & ACTIVITIES*	WEEKLY TOTAL (Pay in full, if desired)	DEPOSITS REQUIRED** (\$25 per camp week, field trips & daily rate due in full.)	BALANCE DUE (Pay by Wed. prior to camp week)
	Rate code:	A	B	C						
June 18	<input type="checkbox"/> Basic <input type="checkbox"/> Extended	99 124	89 114	84 109	<input type="checkbox"/> Basic <input type="checkbox"/> Extended	M T W TH FR \$25/day X ____ = ____ \$30/day X ____ = ____	<input type="checkbox"/> Nickel Nickell \$19 <input type="checkbox"/> Seal Beach \$10 <input type="checkbox"/> Kids Night Out \$15	\$ _____	\$ _____	\$ _____
June 25	<input type="checkbox"/> Basic <input type="checkbox"/> Extended	99 124	89 114	84 109	<input type="checkbox"/> Basic <input type="checkbox"/> Extended	M T W TH FR \$25/day X ____ = ____ \$30/day X ____ = ____	<input type="checkbox"/> Knott's Berry Farm \$29 (w/pass \$15) <input type="checkbox"/> Ice Skating \$15	\$ _____	\$ _____	\$ _____
July 2 (Closed Wed.)	<input type="checkbox"/> Basic <input type="checkbox"/> Extended	80 105	70 95	66 90	<input type="checkbox"/> Basic <input type="checkbox"/> Extended	M T TH FR \$25/day X ____ = ____ \$30/day X ____ = ____	<input type="checkbox"/> Discovery Science Center \$19	\$ _____	\$ _____	\$ _____
July 9	<input type="checkbox"/> Basic <input type="checkbox"/> Extended	99 124	89 114	84 109	<input type="checkbox"/> Basic <input type="checkbox"/> Extended	M T W TH FR \$25/day X ____ = ____ \$30/day X ____ = ____	<input type="checkbox"/> Soak City \$29 (w/pass \$15) <input type="checkbox"/> Seal Beach \$10	\$ _____	\$ _____	\$ _____
July 16	<input type="checkbox"/> Basic <input type="checkbox"/> Extended	99 124	89 114	84 109	<input type="checkbox"/> Basic <input type="checkbox"/> Extended	M T W TH FR \$25/day X ____ = ____ \$30/day X ____ = ____	<input type="checkbox"/> Disneyland \$79 (w/pass \$15) <input type="checkbox"/> Heritage Park \$10	\$ _____	\$ _____	\$ _____
July 23	<input type="checkbox"/> Basic <input type="checkbox"/> Extended	99 124	89 114	84 109	<input type="checkbox"/> Basic <input type="checkbox"/> Extended	M T W TH FR \$25/day X ____ = ____ \$30/day X ____ = ____	<input type="checkbox"/> Sky High \$17 <input type="checkbox"/> Angels Baseball \$10 <input type="checkbox"/> Kids Night Out \$15	\$ _____	\$ _____	\$ _____
July 30	<input type="checkbox"/> Basic <input type="checkbox"/> Extended	99 124	89 114	84 109	<input type="checkbox"/> Basic <input type="checkbox"/> Extended	M T W TH FR \$25/day X ____ = ____ \$30/day X ____ = ____	<input type="checkbox"/> Aquarium of the Pacific \$22 <input type="checkbox"/> Roller Skating \$15	\$ _____	\$ _____	\$ _____
August 6	<input type="checkbox"/> Basic <input type="checkbox"/> Extended	99 124	89 114	84 109	<input type="checkbox"/> Basic <input type="checkbox"/> Extended	M T W TH FR \$25/day X ____ = ____ \$30/day X ____ = ____	<input type="checkbox"/> CA Adventure \$75 (w/pass \$15) <input type="checkbox"/> Orange County Fair \$15	\$ _____	\$ _____	\$ _____
August 13	<input type="checkbox"/> Basic <input type="checkbox"/> Extended	99 124	89 114	84 109	<input type="checkbox"/> Basic <input type="checkbox"/> Extended	M T W TH FR \$25/day X ____ = ____ \$30/day X ____ = ____	<input type="checkbox"/> Boomers \$25 <input type="checkbox"/> Ice Skating \$15	\$ _____	\$ _____	\$ _____
August 20	<input type="checkbox"/> Basic <input type="checkbox"/> Extended	99 124	89 114	84 109	<input type="checkbox"/> Basic <input type="checkbox"/> Extended	M T W TH FR \$25/day X ____ = ____ \$30/day X ____ = ____	<input type="checkbox"/> AMF Bowling \$17 (Includes 2 games & shoe rental) <input type="checkbox"/> Seal Beach \$10 <input type="checkbox"/> Kids Night Out \$15	\$ _____	\$ _____	\$ _____
Sub-totals								\$ _____	\$ _____	\$ _____
T-shirts: (required for field trips) 2012 shirt: ____ x \$15.00 = ____								\$ _____	\$ _____	\$ _____
Totals								\$ _____	\$ _____	\$ _____

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

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

Enroll online at: TheYouthCenter.org

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

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

PAYMENT METHOD: CASH CHECK VISA/MC

Card no. _____ Exp. date _____

Signature _____

SCHOLARSHIPS ARE AVAILABLE.

The Youth Center Teen Day Camp Registration

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

ALL INCLUSIVE CAMP FEE!

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

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

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

WEEK OF	PICK YOUR PROGRAM: <small>Choose basic or extended</small>	FIELD TRIP INFORMATION	DEPOSIT <small>(Applied to weekly tuition)</small>	BALANCE DUE
June 18	<input type="checkbox"/> Basic \$250 <input type="checkbox"/> Extended \$275 <small>with pass -\$50</small>	Nickell Nickell (Trip date: Tuesday, June 19) Disney's® California Adventure (Trip date: Thursday, June 21)	\$50	\$ _____
June 25	<input type="checkbox"/> Basic \$250 <input type="checkbox"/> Extended \$275	Knott's® Berry Farm (Trip date: Tuesday, June 26) Roller Skating (Trip date: Thursday, June 28)	\$50	\$ _____
July 2 <small>(Camp closed July 4)</small>	<input type="checkbox"/> Basic \$200 <input type="checkbox"/> Extended \$225	Discovery Science Center (Trip date: Tuesday, July 3) K1 Speed (Trip date: Thursday, July 5)	\$50	\$ _____
July 9	<input type="checkbox"/> Basic \$250 <input type="checkbox"/> Extended \$275	Knott's® Soak City (Trip date: Tuesday, July 10) Color Me Mine (Trip date: Thursday, July 12)	\$50	\$ _____
July 16	<input type="checkbox"/> Basic \$250 <input type="checkbox"/> Extended \$275 <small>with pass -\$50</small>	Disneyland® (Trip date: Tuesday, July 17) Crystal Cove, Tide pools (Trip date: Thursday, July 19)	\$50	\$ _____
July 23	<input type="checkbox"/> Basic \$250 <input type="checkbox"/> Extended \$275	Sky High Sports (Trip date: Tuesday, July 24) Angels vs. Royals Baseball Game (Trip date: Wed., July 25)	\$50	\$ _____
July 30	<input type="checkbox"/> Basic \$250 <input type="checkbox"/> Extended \$275	Aquarium of the Pacific (Trip date: Tuesday, July 31) Catalina Island (Trip date: Thursday, August 2)	\$50	\$ _____
August 6	<input type="checkbox"/> Basic \$250 <input type="checkbox"/> Extended \$275	O.C. Fair (Trip date: Tuesday, August 7) Newport Whale Watching (Trip date: Thursday, August 9)	\$50	\$ _____
August 13	<input type="checkbox"/> Basic \$250 <input type="checkbox"/> Extended \$275	Boomers (Trip date: Tuesday, August 14) Ice Skating (Trip date: Thursday, August 16)	\$50	\$ _____

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



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

Enroll online at:
TheYouthCenter.org

Sub-totals	\$ _____	\$ _____
T-shirts: (required for field trips) 2012 shirt: _____ x \$15.00 = _____	\$ _____	\$ _____
Totals		

PAYMENT METHOD: CASH CHECK VISA/MC

Card no. _____ Exp. date _____

Signature _____

You can keep calling it Teen Camp

Basic Program Hrs:
Mon. - Fri.:
10:30 a.m. - 4:30 p.m.

Extended Hrs:
Mon. - Fri.:
7:00 a.m. - 7:00 p.m.

For Ages 12 to 16 years old

If your kids have a sense of adventure, sign them up for our all-inclusive, weekly teen camp. Campers are constantly on-the-go enjoying sports, outdoor activities and field trips galore! Your child helps choose weekly activities each Monday morning. Days begin at Rossmoor Park and end at The Youth Center. Sign up early as space is limited to 15 participants per week.

**NINE
ONE WEEK
SESSIONS:
June 18 thru
August 17, 2012**

Your kids will call it a
BIG PARTY!


Beach Days

Cycling

Soccer

ADMIT ONE

Arcades

 **The Youth Center**

Rossmoor Community Services District

**Parent Orientation Night
Wed., June 13, 6:00 - 7:00 p.m.**



The Youth Center

10909 Oak St., Los Alamitos, CA 90720

NON-PROFIT
ORGANIZATION
US POSTAGE

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Permit #15
Los Alamitos, CA

This guide was sponsored by:



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

TEEN CAMP ROCKS

the reviews

"My kids had the opportunity to have fun with other teens in the community. The director bonded with the campers really well. It was safe, secure, and I never had to push them out the door - they were raring to go each day!"

-Camp participant parent

"There was a better variety of activities and field trips for the kids when compared to other camps. Teen camp was very fun and tailored to their age group."

-Camp participant parent

Reserve your spot early! Parents AND teens say "yes" in unison to our popular all-inclusive teen camp. Space is limited to 15 participants per week, so register today.

Youth Center Co-Sponsorship Request Summer 2013

February 14, 2013

The Youth Center Director, Lina Lumme, will be submitting her request for use of the community room for their annual Rossmoor Park Summer Day Camp. The camp runs for a period of 10 weeks from June 17 to August 23.

Historically, the District has approved the use of the Rossmoor Park Community Room and kitchen from 7:00am to 4:00pm Monday thru Friday on a co-sponsorship basis waiving all fees. Day Camp hours are 9:00am to 4:00pm with extended hours available from 7:00am to 7:00pm. At 4:00pm, the remaining Day Camp participants are shuttled from Rossmoor Park to the Youth Center located next to Oak Middle School in Los Alamitos. If, for some reason, the shuttle bus is unavailable, the participants are required to walk to the Youth Center. Remaining participants are picked up by their parents from the Youth Center by 7:00pm.

The transportation of the participants from Rossmoor Park to the Youth Center causes confusion for many parents who initially drop their children off at Rossmoor Park only to return at the end of the day to find their child(ren) has been moved to another location. The 18-passenger shuttle bus is sometimes required to make up to four trips daily to and from the Youth Center. When the bus is unavailable, participants are required to cross one of the busiest intersections in Rossmoor/Los Alamitos; Wallingsford at Katella carrying backpacks, field trip items such as boogie boards, towels, etc. Additionally, staff who begins their shift at Rossmoor Park and concludes their shift at the Youth Center has to arrange for transportation or is required to walk back to Rossmoor Park to gain access to their vehicle.

To minimize inconvenience for staff, participants and parents, the Youth Center will be requesting use of the Community Room from 7:00am to 7:00pm-an extension of 3 hours.

Due to the limited amount of weekday reservation requests for the use of the Community Room, District staff does not see a conflict with the extension request.

Submitted by: Emily Gingras

Rossmoor Community Services District

Policy

No. 6013

**JOINT USE OF DISTRICT PROPERTY FOR DISTRICT
SPONSORED PROGRAMS**

6013.00 Joint Use Of District: It is the District's objective to provide recreational, cultural and sports programs. The Board may enter into partnerships, or other joint use arrangements, with individuals or organizations to jointly provide such programs in furtherance of this objective.

6013.10 District Contribution To Jointly Sponsored Program Activities: The District's share of the cost of a partnership or joint use agreement may be covered partially or in full by providing the necessary facilities. At the Board's discretion, the established cost (see Policy No. 6015 Establishment of Fees and Charges for use of District Parks, Buildings and Facilities) for the use of District facilities to the program's partner may be waived or reduced depending on the benefit of the program to the District.

6013.11 Joint Use Agreements: Partnerships or joint use arrangements approved by the Board shall be formalized into a written agreement which covers the terms and conditions of the partnership or joint use, as well as the responsibilities of the respective parties.

Adopted: June 14, 2005
Amended: August 12, 2008
Amended: July 10, 2012

ROSSMOOR COMMUNITY SERVICES DISTRICT

Policy

No. 6010

REQUESTS FOR USE OF DISTRICT PROPERTY

6010.00 District Parks and Facilities: Rossmoor Community Services District (District) parks and facilities are managed by the District in response to the needs of the residents of Rossmoor and are made available for the use of community-based organizations, non-profit organizations, private individuals and commercial groups. The aim of the District is to provide parks and facilities that are a benefit and source of pride to the entire community.

6010.01 General/Short- Term Use: District parks and facilities may be used by groups, individuals or organizations. Uses include, but are not limited to: classes, events and cultural, educational, health, self-improvement and sports programs.

6010.02 Dedicated Use: Specific space or rooms within the District’s buildings may be authorized for dedicated use (one to two years) when specifically approved by the Board pursuant to Policy No. 6030 Facilities—Dedicated Use.

6010.03 Long-term Use: Long-term use shall be limited to six and twelve calendar months. User Requests which do not exceed four days in each month and four hours in each day may be authorized by the General Manager. The use of fields shall not exceed 6 consecutive calendar months pursuant to Policy No. 6020—Long-Term Use.

6010.10 Limitations: The General Manager shall have the authority to limit the hours and/or use for all events based on the type of activity planned based in accordance with Policy No. 6012—Group Picnics, Public Gatherings and Special Events. Use of District Property 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. There will be no lighted reservations for courts past 9:00 p.m.. The General Manager shall make such determinations, consistent with this or other applicable Board policies. Such determinations may be appealed to the Board as provided in Section 6010.80.

6010.20 Priority of Use: The use of District property shall be awarded in the following order of priority: District sponsored activities; Rossmoor community organizations; Rossmoor residents; other organizations or individuals. Also, organizations currently using District facilities will be given the right of first refusal or to renew their current usage in accordance with the latest fee schedule. The General Manager may require documentation to authenticate the addresses and identities of the requester and his/her organization.

6010.30 Sunday Organized Use: User Permits for Sunday organized use of athletic facilities will require approval of the Board. Organized use is defined as any group which is a member of a league or association whose primary purpose is to participate in a recreational activity which has been scheduled, or regular play and can be identified by a uniform or other recognizable apparel or equipment which would indicate that the participants are participating in organized play. Use of athletic facilities by an informal gathering such as a family or a social gathering is not considered organized play within the meaning of this policy.

6010.40 User Permit Procedures: An applicant for a User Permit must be 18 years of age (See Policy No. 6060.30) in order to apply for the use of a park or facility. The permittee shall make the request on forms provided by the District, accompanied by a User Permit fee. See Policy No. 6015 Establishment of Fees And Charges For Use Of District Property. It is the responsibility of the person in charge of the event, as identified on the User Permit, to enforce the rules of this policy. Failure to enforce the rules of the District's policies is immediate grounds for revocation of a User Permit.

6010.41 Permit Requests and Deposits: A request for a User Permit should be received by the District a minimum of ten (10) calendar days prior to the requested date and may be submitted six (6) months prior to the requested date. A "reservation" fee will be required to be paid at the time the User Permit is submitted and all other required fees, in accordance with Policy No. 6015, must be paid at least ten (10) calendar days prior to the scheduled event or the request is invalid.

6010.42 Response to Applicants: Unless otherwise specified, the District will make reasonable efforts to respond to applicants within five (5) working days of receipt of application unless the request requires Board approval or if the General Manager is required to research a particular aspect of a request which is not specifically covered by Board policy. In the latter case, every attempt will be made to approve or disapprove a User Permit Request in a timely manner.

6010.50 District Indemnification-: Application for a User Permit for groups of more than 75 individuals wishing to use District property shall sign the District's Hold Harmless Agreement. A user permit issued by the District is required for outdoor gatherings in which more than 75 individuals will be present. Applications for outdoor gatherings of 150 or more individuals must include a Certificate of Insurance naming the Rossmoor Community Services District as additional insured and also sign the District's standard Hold Harmless Agreement. Insurance coverage shall include Personal Injury, Property Damage and Automobile Liability in an amount of not less than one million dollars (\$1,000,000) per occurrence. Insurance coverage shall also include Worker's Compensation and Employer's Liability with limits as required by the Labor Code of the State of California, if applicable.

Groups requesting multiple dates of use must then provide a Certificate of Insurance naming the District as additional insured regardless of the size of the group.

District sponsored events are exempt from the permitting requirements outlined in Policy No. 6010.50—District Indemnification.

6010.60 Cancellation of Request By Applicant: In the event of a cancellation by the applicant, notice to the District shall be given as far in advance of the scheduled event as possible. An applicant who cancels a reservation may receive a refund for fees or refundable deposits made to the District if the cancellation is made at least ten (10) days prior to the scheduled event, less the 'reservation fee'. A cancellation made less than 10 days prior to the scheduled event will result in forfeiture of hourly rate fees in addition to the reservation fee (security deposit will be refunded). If an extenuating circumstance occurs, renter may fill out a refund application and submit it to the General Manager within 30 days of scheduled event date. General Manager may require additional documents to be submitted.

6010.70 Cancellation by General Manager: Any reservation may be canceled by the General Manager if in his/her judgment the event parameters change in a manner that results in a violation of District policies. In the event of such a cancellation, notice shall be given to the applicant as far in advance of the scheduled event as possible, with a full refund of all fees and deposits made less the "reservation fee."

6010.80 Appeal to the Board: An applicant for a User Permit or any other interested person who

disputes the decision of the General Manager regarding an application or other matter regarding a User Permit may appeal that decision to the Board by filing a written request to the General Manager for the matter to be placed on the agenda for the next scheduled Board meeting and payment of the appeal fee as set forth in the fee schedule.

6010.90 General Conditions for User Permits: Following are general conditions pertaining to the use of District property. These conditions are not all inclusive and the General Manager may use his or her professional and reasonable discretion, within his/her authority, concerning the safe and proper utilization of such buildings and facilities. Special conditions imposed by the General Manager are binding and shall be noted on the User Permit,

6010.91 Minors: All individuals under eighteen (18) years of age shall be deemed to be minors. Events where the majority of attendees are minors must be chaperoned with a ratio of one adult for every ten minors.

6010.92 Temporary Modification to a Park or Facility: Routine upkeep and maintenance of fields and facilities shall be provided by the District. The General Manager, at his/her discretion, may authorize a user to perform specialized temporary treatment of District property with the user responsible for all costs associated with the specialized treatment. The user shall provide written information to the General Manager describing the desired temporary treatment, the reason for the treatment and the expected outcome from the treatment. Upon expiration of the authorized date of use, the General Manager may require the user to reimburse the District for the cost of restoring the District's property to its original state or require the user to conduct such restoration. If District property is allowed to be modified for any reason, the user and all contractors retained by the user for such modifications shall provide a Certificate of Insurance naming the District as additional insured for any and all additions, changes, and shall indemnify the District should any harm or suits be filed naming the District, the District's staff or Directors. If District property is damaged beyond normal wear and tear, the user shall be billed for the additional cost required to make repairs or replacement.

6010.93 Donations: Any donation and/or installation of a building, structure, equipment or other item shall require approval by the Board and upon approval shall become property of the District. The District is responsible for the maintenance and upkeep of such item following acceptance.

6010.94 Gambling: No gambling activity is permitted within District property. This includes any activity whether organized or not which is defined by the State of California as gambling.

Adopted: October 8, 2002
Amended: August 10, 2004
Amended: March 8, 2005
Amended: August 12, 2008
Amended: July 14, 2009
Amended: July 10, 2012

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-4

Date: April 9, 2013
To: Honorable Board of Directors
From: General Manager
Subject: RENEWAL OF HTGROUP AS INDEPENDENT CONTRACTOR TO PERFORM AS AN EXTERNAL AFFAIRS CONSULTANT TO THE DISTRICT

RECOMMENDATION:

Authorize Board President to execute a Professional Services Agreement with the HTGroup as an external affairs consultant for an additional 12 months (year) on the same terms and conditions as the current Agreement.

BACKGROUND:

You will recall that in April of 2012 the Board made a decision to hire a part-time General Manager and to continue the relationship with the HTGroup as an external affairs consultant. Since January of 2013, the District has employed a part-time employee General Manager and has utilized the services of HTGroup during this same period. The current HTGroup Agreement will expire on April 23rd of this year. Attached is the current Professional Services Agreement as the basis for renewal of services by the HTGroup for an additional year.

ATTACHMENTS:

1. Current Professional Services Agreement-HTGroup.

**ROSSMOOR COMMUNITY SERVICES DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

1. Parties and Date.

This Professional Services Agreement ("Agreement") is made and entered into this 23rd day of April, 2012 by and between the **Rossmoor Community Services District** (the "District") and **HTGroup**, (the "Consultant"). The District and the Consultant are sometimes individually referred to in this Agreement as "Party," and collectively as "Parties."

2. Recitals.

2.1 Consultant.

The Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement.

2.2 Project.

The District desires to engage the Consultant to render such services as set forth in this Agreement.

3. Terms.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. The Consultant promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consulting services necessary for the completion of the services set forth in this Agreement ("Services"). The Services are more particularly described in Exhibit "A" attached to this Agreement and incorporated into this Agreement by this reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibit attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be one (1) year, commencing on April 23, 2012,, and may be terminated in accordance with this Agreement. The Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by the Consultant or under its supervision. The Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The District retains the Consultant on an independent contractor basis and

not as an employee. The Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of the Consultant shall also not be employees of the District and shall at all times be under the Consultant's exclusive direction and control. The Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. The Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Scope of Services. The Consultant shall perform the Services expeditiously, and with the highest level of skill and professionalism. The Consultant represents that it has the professional and technical skill and expertise required to perform the Services in conformance with the conditions set forth in this Agreement. In order to facilitate the Consultant's conformance with the Scope of Services, the District shall respond to the Consultant's submittals in a timely manner. Upon request of the District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Scope of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by the Consultant shall be subject to the approval of the District.

3.2.4 Substitution of Key Personnel. The Consultant has represented to the District that certain key personnel will perform and coordinate the Services under this Agreement. Should such personnel become unavailable, the Consultant may substitute other personnel of at least equal competence upon prior written consent of the District's Board of Directors. In the event that the District and the Consultant cannot agree to the substitution of key personnel, the District shall be entitled to terminate this Agreement immediately for cause. As discussed below, any personnel who fail or refuse to perform the Services in accordance with this agreement and in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services or a threat to the safety of persons or property, shall be promptly removed from the project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: Henry Taboada.

3.2.5 District's Representative. The District hereby designates the President of its Board of Directors, or his or her designee, to act as its representative for the performance of this Agreement (the "District's Representative"). The Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee or as otherwise determined by the Board of Directors. Any direction from the District Representative must be duly authorized by the Board of Directors.

3.2.6 Consultant's Representative. The Consultant hereby designates Henry Taboada or his designee, to act as its representative for the performance of this Agreement (the "Consultant's Representative"). The Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and

attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. The Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other contractors at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. The Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. The Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. The Consultant warrants that any employees and subcontractors authorized by the District's Board of Directors shall have sufficient skill and experience to perform the Services assigned to them.

3.2.9 Laws and Regulations. The Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without obtaining prior written approval from the District, the Consultant shall be solely responsible for all costs arising therefrom.

3.2.10 Safety. The Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of Consultant's employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; and (B) instructions in accident prevention for the Consultant's employees and subcontractors.

3.3 Fees and Payments.

3.3.1 Compensation. The Consultant shall receive compensation for all Services rendered under this Agreement at the rate of Sixty Five Dollars (\$65.00) per hour, not to exceed twenty eight (28) hours per week unless additional hours are approved, in writing, by the District's Representative. The compensation paid to the Consultant shall include all necessary and customary incidental expenses normally billed by a consulting firm. Consultant hereby agrees that it is responsible for payment of any taxes associated with its receipt of compensation received by it pursuant to this Agreement.

3.3.2 Payment of Compensation. The Consultant shall submit to the District a monthly itemized statement which indicates work completed and hours of Services rendered by the Consultant. The statement shall describe the project worked on, the work performed, the date the work was performed, and amount of time. The District shall, within fourteen (14) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Extra Work. At any time during the term of this Agreement, the District may request that the Consultant perform Extra Work. As used herein, "Extra Work" means any

work which is determined by the District to be necessary for the proper completion of the Services, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. The Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the District's Representative.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. The Consultant shall maintain complete and accurate records with respect to all expenses incurred in the provision of the Services under this Agreement. All such records shall be clearly identifiable. The Consultant shall allow a representative of the District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. The Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 Insurance

3.5.1 Consultant, at its sole cost, shall purchase and maintain the following insurance policy on all of its operations under this Agreement: General Liability. District, their officers and employees, shall be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

3.6 General Provisions.

3.6.1 Termination of Agreement.

3.6.1.1 Grounds for Termination. Except as otherwise provided hereinafter, the District or the Consultant may terminate this Agreement, at any time, and with or without cause, by giving written notice to the other party of such termination no less than sixty (60) days prior to the effective date of the termination. Should the District terminate the Agreement without cause, it will compensate the Consultant for the remainder of unexpired 60-day period. Should the District terminate the Agreement for cause, it shall have no obligation, whatsoever, to compensate Consultant for the remainder of the unexpired 60-day period. Termination for cause is defined as follows:

- (a) A willful breach of this Agreement.
- (b) Habitual neglect of duties required to be performed under this Agreement.
- (c) Any acts of dishonesty, fraud, misrepresentation or other acts of moral turpitude.
- (d) Refusal or failure to act as required by this Agreement.

Upon termination, the Consultant shall be compensated only for those services which have been adequately rendered to the District, and the Consultant shall be entitled to no further

3.6.3 Ownership of Materials and Confidentiality.

3.6.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by the Consultant under this Agreement ("Documents & Data"). The Consultant shall require all subcontractors to agree in writing that the District is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. The Consultant represents and warrants that the Consultant has the legal right to license any and all Documents & Data. The Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than the Consultant or provided to the Consultant by the District. The District shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the District's sole risk.

3.6.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to the Consultant in connection with the performance of this Agreement shall be held confidential by the Consultant. Such materials shall not, without the prior written consent of the District, be used by the Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services. Nothing furnished to the Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. The Consultant shall not use the District's name or insignia, photographs of the Services, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the District.

3.6.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

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

3.6.6 Indemnification. The Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, expenses, liability, loss, damage or injury to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of the Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all

consequential damages, attorneys fees and other related costs and expenses. The Consultant shall defend, at the Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its directors, officials, officers, employees, agents or volunteers. The Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the District or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other proceeding. The Consultant shall reimburse the District and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity provided in this Agreement.

3.6.7 Entire Agreement . This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

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

3.6.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.10 District's Right to Employ Other Consultants. The District reserves right to employ other consultants in connection with the Services.

3.6.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.12 Assignment or Transfer. The Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to the Consultant include all personnel, employees, agents, and subcontractors of the Consultant, except as otherwise specified in this Agreement. All references to the District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

3.6.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

3.6.18 Prohibited Interests. The Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement. Further, the Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, member, officer or employee of the District, during the term of his or her service with the District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom. Consultant agrees not to undertake any other work that would result in a conflict of interest with the District or that would compromise any confidential information.

3.6.19 Equal Opportunity Employment. The Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, age or membership in any other legally protected class under applicable law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

3.6.21 Authority to Enter Agreement. The Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

3.7 Subcontracting.

3.7.1 Prior Approval Required. The Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of the District's Board of Directors. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**ROSSMOOR COMMUNITY SERVICES
DISTRICT**

HT GROUP

By: *afsa a. Coletta*

By: *[Signature]*

Exhibit "A"

Scope of Services

Consultant will work closely with the District's President, Board of Directors and the General Manager in achieving the goals of the Board in maintaining the political integrity of the District and the quality of life of the Rossmoor community. Projects in this regard may include, but not be limited, to the following:

- 1. Providing the Board with advice on responding to any actions by the County of Orange to divide the District's Sphere of Influence for the purpose of annexation of all or part of Rossmoor by the City of Los Alamitos.**
- 2. Providing the Board with advice and a strategy regarding any General Plan Amendments of the City of Los Alamitos which are deemed to be not in the best interests of the District and/or the community of Rossmoor.**
- 3. Providing the Board with advice and a strategy for successfully navigating LAFCO's latent powers application process.**
- 4. Providing the Board with advice and strategies for responding to initiatives of the City of Seal Beach which are deemed to not be in the best interests of the District and/or the community of Rossmoor.**
- 5. Providing the District with advice on navigating the permitting process of Orange County for District capital projects.**
- 6. Interacting on behalf of the Board with residents, groups and organizations in Rossmoor in furtherance of District governance initiatives.**
- 7. Interacting on behalf of the Board with all levels of local government on issues affecting the governance of the District and/or the Rossmoor community.**
- 8. Providing assistance to the District's General Manager with management issues not specifically within the 'Scope of Work' of the General Manger's Employment Services Agreement.**
- 9. Proving management consulting on any aspect of the District's responsibilities or directives which are outside the scope of the staff's experience or background.**

10. Interacting with the District's other consultants or advocates on matters of mutual benefit to the District and/or the Rossmoor community.

11. Other projects requested by the Board.

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
ROSSMOOR COMMUNITY SERVICES DISTRICT AND HT GROUP**

This Amendment No. 1 (“Amendment”) to the Professional Services Agreement is made and entered into this 9th day of April, 2013 by and between the Rossmoor Community Services District (“District”) and HT Group (“Consultant”).

RECITALS

WHEREAS, on April 23, 2012, District and Consultant entered into a Professional Services Agreement (the “Agreement”);

WHEREAS, District and Consultant desire to amend the Agreement to provide for a one-year extension of its term;

WHEREAS, at the April 9, 2013 regular meeting of the District’s Board of Directors, the Board voted to authorize the Board President to execute an amendment providing for a one-year extension of the Agreement with no other change in its terms;

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein and in the Agreement amended hereby, the parties agree as follows:

1. Paragraph 3.1.2 is hereby amended to read:

3.1.2 Term. The term of this Agreement shall be two years, commencing on April 23, 2012, and may be terminated in accordance with this Agreement. The Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

2. All terms and conditions of the April 23, 2012 Agreement that have not been amended by this Amendment shall remain in full force and effect.

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

**ROSSMOOR COMMUNITY
SERVICES DISTRICT**

HT GROUP

By: _____
Michael Maynard
Board President

By: _____
Henry Taboada