

ROSSMOOR

COMMUNITY SERVICES DISTRICT



Regular Meeting of the Board
Agenda Package

April 9, 2024

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

REGULAR MEETING

RUSH PARK
Auditorium
3021 Blume Drive
Rossmoor, California 90720

Tuesday, April 9, 2024

7:00 p.m.

PUBLIC PARTICIPATION

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

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

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

A. ORGANIZATION

- | | |
|-------------------------|--|
| 1. CALL TO ORDER: | 7:00 p.m. |
| 2. ROLL CALL: | Directors Barke, DeMarco, Searles and Shade
President Maynard |
| 3. PLEDGE OF ALLEGIANCE | Los Alamitos Girls Softball League |

4. PRESENTATIONS:

- a) Presentation of Health and Wellness Festival Lineup by Jamie Hulk from Elite Events
- b) Orange County Sheriff's Department Captain AJ Patella Presents Community Safety Update

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 THE URBAN FOREST – MARY KINGMAN

E. CONSENT CALENDAR

- 1. MINUTES:
 - a. Regular RCSD Board Meeting of March 12, 2024
- 2. FEBRUARY 2024 REVENUE AND EXPENDITURE REPORTS and MARCH 2024 WARRANTS

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. REGULAR CALENDAR

1. REPORT OF THE BUDGET COMMITTEE REGARDING FY 2023-2024 ESTIMATE TO CLOSE, FY 2024-2025 PRELIMINARY BUDGET, AND SET DATE OF PUBLIC HEARING
2. AWARD OF CONTRACT FOR AUDITORIUM FLOORING PROJECT AT RUSH PARK
3. DISCUSSION AND ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A CONTRACT WITH ELITE SPECIAL EVENTS TO PROVIDE SERVICES AT THE 2024 ROSSMOOR HEALTH AND WELLNESS FESTIVAL

H. 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.

I. BOARD MEMBER ITEMS

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

J. GENERAL COUNSEL ITEMS

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

K. ADJOURNMENT

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

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

Pursuant to Government Code Section 54957.5, any writing that: (1) is a public record; (2) relates to an agenda item for an open session of a regular meeting of the Board of Directors; and (3) is distributed

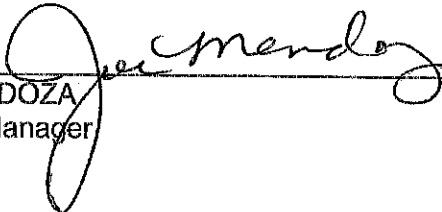
less than 72 hours prior to that meeting, will be made available for public inspection at the time the writing is distributed to the Board of Directors.

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

CERTIFICATION OF POSTING

I hereby certify that the attached Agenda for the April 9, 2024, 7:00 p.m. Regular Meeting of the Board of Directors of the Rossmoor Community Services District was posted at least 72 hours prior to the time of the meeting.

ATTEST:



JOE MENDOZA
General Manager

Date 4/4/2024

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM A-4a

Date: April 9, 2024
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: PRESENTATION OF HEALTH AND WELLNESS FESTIVAL LINEUP BY JAMIE HULK FROM ELITE EVENTS

RECOMMENDATION

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

INFORMATION

Jamie Hulk from Elite Events will present the Health and Wellness Festival lineup for May 11, 2024 and discuss available sponsorship opportunities.

ATTACHMENTS

1. Health and Wellness Festival Flyer and Sponsorship Opportunities

HEALTH & WELLNESS FESTIVAL:

BE YOUR BEST WELLNESS FEST

HONORING MOTHERS

Special Edition

FREE GUEST ENTRY!



**SATURDAY
MAY 11, 2024
11am - 4pm
@ RUSH PARK**

**FUNDRAISER:
TRANSITIONS IN
MOTHERHOOD**

DONATE HERE!



3021 BLUME DR, ROSSMOOR, 90720

- FITNESS CLASSES IN THE GRASS
- LOCAL HEALTH VENDOR EXPERT FAIR
- STAGE ENTERTAINMENT
- KIDS FITNESS ZONE
- HEALTHY FOOD POP-UPS
- PROFESSIONAL FAMILY PHOTOS
- SILENT DISCO DANCE PARTY



@beyourbest_wellnessfest

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM A-4b

Date: April 9, 2024
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: ORANGE COUNTY SHERIFF'S DEPARTMENT CAPTAIN AJ PATELLA
PRESENTS COMMUNITY SAFETY UPDATE

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors review and discuss the information provided by Orange County Sheriff Captain AJ Patella.

ATTACHMENTS

None.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-1

Date: April 9, 2024
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Initiated by District Arborist Mary Kingman
Subject: REPORT ON THE URBAN FOREST

RECOMMENDATION

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

INFORMATION

This report provides the RCSD Board of Directors with an overview of the Urban Forest and work being performed in the maintenance and preservation of the trees within the parks and parkways of Rossmoor.

ATTACHMENTS

1. Report on the Urban Forest

**RCSD TREE DEPARTMENT
REPORT ON THE URBAN FOREST
January – March 2024**

Despite many days of heavy rain and high winds for the first 3 months of 2024, only 5 limb failures were reported during the period; 3 of those being storm related and 2 caused by tall vehicles hitting lower tree limbs. There were no reports of tree-related property damage or injuries.

Tree data for the months of January - March of 2024:

- **183** trees were pruned by District contractors.
- **12** trees were removed from Rossmoor parkways and parks.
- **1** unauthorized trimming or removal citation was issued.
- **5** limb failures occurred.
- **0** small property damage claims were filed.
- **62** resident service requests were responded to.

RCSD staff will continue to promote, protect, and maintain a healthy urban forest in Rossmoor. The following practices are implemented as part of the District's Urban Forestry program.

Planting Trees

- Trees are planted in available vacant parkways and park sites.
- A diverse urban forest of climate ready tree species is promoted.
- Residents are encouraged to take part in the tree selection process.

Caring for Trees

- All trees are trimmed on grid cycle, once every four years.
- Supplemental safety trims are ordered as needed.
- RCSD staff trims trees as needed for height clearance.
- Hazardous tree conditions are promptly responded to.
- Tree stakes, ties, water basins and mulch are installed as needed.
- Newly planted or water-stressed trees are watered as needed.
- Integrated Pest Management is implemented when needed.

Monitoring Trees

- Trees are regularly assessed and monitored for health, maintenance, and safety.
- Resident service requests are responded to in a timely manner.

Protecting Trees

- RCSD Tree Policy 3080 is followed by the District Arborist when responding to resident requests for pruning, removals, or plantings.
- Violations of Policy 3080 are responded to accordingly.

Educating the Public

- Homeowner welcome packets are distributed to new residents.
- The RCSD website is updated with District Tree Department information and policies.
- An annual Arbor Day event is hosted by the RCSD.

Urban Forest Report 2023 Totals

Month	Safety Pruning OCPW	Grid Pruning	Off-Grid Pruning	Tree Planting	Tree Citation	Parkway Tree Removal	Young Tree Removal	Park Tree Removal	Driveway Permit Removal	Resident Service Request
Jan-23			183	37			2		1	36
Feb-23				11						16
Mar-23						12			1	10
Apr-23										
May-23										
Jun-23										
Jul-23										
Aug-23										
Sep-23										
Oct-23										
Nov-23										
Dec-23										
Totals	0	0	183	48	0	12	2	0	2	62

Total Trees: 5,234

Total Value: \$19,065,740.00

TREE REMOVALS	Count
Failure to thrive	2
Heartwood decay - hazardous	2
Base decay - hazardous	1
Hazardous structure	3
Fungal disease	3
Bacterial scorch disease	1
Roots w/ hazardous lean	1
Healthy Tree - OCPW removal	1
	14

VACANT SITES	Count
Plant List 2024	23
Vacant Park Sites	32
School Parkways	26
Syn Turf, HS, Shrubs	10
Construction Hold	13
Resident Refusals	43
	147

SERVICE REQUESTS	Count
Trim request	10
Tree Planting	9
Trim inquiry	6
Health of Tree	5
Leaning tree	5
Removal Request	5
Bees in tree	3
Roots/Sewer	3
Arborist Inquiry	1
Citation	1
Driveway Relocation	1
Lights in Trees	1
Neighbor concern	1
Removal Permit	1
Resident Planted	1
Roots/Irrigation	1
Roots/Walkway	1
Snapped Limb	1
Stake inquiry	1
Stakes	1
Street Sweeping	1
Tree Concern	1
Tree watering	1
Watering Tree	1
	62

SOUTHERN CALIFORNIA COASTAL

Location	OCT 2023	NOV 2023	DEC 2023	JAN 2024	FEB 2024	MAR 2024	WY to Date
BIG BEAR LAKE F.S.	0.01	0.66	0.56	1.62	M	M	M
DOWNTOWN LA	0	0.36	2.82	2.05	12.66	M	M
CUYAMACA	0.94	1.86	1.84	7.33	M	M	M
EL CAPITAN DAM	M	0.96	1.01	4.64	M	M	M
ELSINORE	0	0.28	0.74	1.6	M	M	M
HENSHAW DAM	0.24	1.42	1.84	4.64	M	M	M
LA INT'L AIRPORT	0	0.13	3.57	1.95	10.02	M	M
LONG BEACH	0.01	0.53	1.71	2.12	11.95	M	M
OXNARD	0	0.55	3.99	1.76	11.31	M	M
OJAI	0	0.42	5.72	2.92	13.41	M	M
MOUNT WILSON	0.61	0.22	6.11	3.22	22.79	M	M
OCEANSIDE MARINA	0	1.68	1.32	2.95	M	M	M
LINDBERGH FIELD	0.01	0.61	0.79	3.65	M	M	M
SANTA ANA FS	0.04	0.56	1.57	1.8	M	M	M

Data retrieved from the National Weather Service (NWS) and the National Oceanic and Atmospheric Administration (NOAA)

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-1a

Date: April 9, 2024
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Administrative Assistant Carolyn Whang
Subject: MINUTES REGULAR RCSD BOARD MEETING OF MARCH 12, 2024

RECOMMENDATION

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

- a. Regular RCSD Board Meeting of March 12, 2024

INFORMATION

The Minutes reflect the actions of the RCSD at their meeting of March 2024.

ATTACHMENTS

- 1. Minutes – Regular RCSD Board Meeting of March 12, 2024



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

REGULAR MEETING

RUSH PARK
Auditorium
3021 Blume Drive
Rossmoor, California 90720

Tuesday, March 12, 2024

A. ORGANIZATION

1. CALL TO ORDER: 7:00 p.m.

2. ROLL CALL:

Present: Directors Barke, DeMarco, Searles and Shade
President Maynard

3. PLEDGE OF ALLEGIANCE: Girl Scout Troop 8190

4. PRESENTATIONS:

President Maynard introduced California Highway Patrol Officer Zeferino Valdovinos who provided an update of services to Rossmoor including calls for service, types of calls, eBikes; left information about eBike safety and addressed online training and the recent enforcement campaign event.

Discussion followed regarding current CHP staffing levels, new hires, anticipated coverage for Rossmoor this year, distribution of the educational information at local schools, the status of the citizen's volunteer program, incidents at Rossmoor intersections and issues with speed.

a. Orange County Fire Authority (OCFA) – Elizabeth Denny, Community Relations/Education Specialist

OCFA Division Chief Craig Covey referenced a social media post challenging whether the OCFA is effectively serving Rossmoor; provided a brief history of the OCFA; discussed their Automatic Vehicle Locator system for dispatch and cooperative agreements with other agencies; addressed their coverage maps and offered to respond to questions from the Board.

Members of the Board spoke favorably regarding the services provided by OCFA and thanked Chief Covey for attending the meeting.

B. ADDITIONS TO AGENDA - None

C. PUBLIC FORUM

President Maynard opened this portion of the meeting.

Michele Fieldson reported she had requested adding to the agenda a discussion to attach a list of AP warrants to each agenda; listed the importance of doing so; reported receiving a response from General Manager Mendoza stating it would not be placed on the agenda for discussion, but staff would begin attaching AP warrants as other agencies do so. She stated opposition to the “circumvention of transparency”; noted the AP warrant reports in the present agenda reflect January data and opined they should be timely, reflecting data from the previous month, allowing for community members and the Board to challenge any questionable items. She requested that the Board revisit this issue, that timely warrants be included in upcoming agendas and that if it can be done, that the Board explain why, in an upcoming meeting.

Susan Kaplan spoke about decreasing tennis use; opined this is not because a lack of interest in tennis but rather by hostile design; noted there are 25% more pickleball courts than tennis courts; believed there is a decrement in the quality of tennis and that players have been lost to other venues; referenced a comment that “pickleball will ‘ghettoize’ Rossmoor”; urged the Board not to spend money resurfacing the tennis courts; addressed errors made relative to projected pickleball costs and urged the Board to revote on this matter, reduce pickleball hours and have the lights on only during play.

There were no other public comments and President Maynard closed this portion of the meeting.

D. REPORTS TO THE BOARD

1. REPORT BY SENIOR CIVIL ENGINEER WEI ZHU, ORANGE COUNTY PUBLIC WORKS TRAFFIC INVESTIGATIONS AND STUDY

Orange County Public Works (OCPW) Senior Civil Engineer Zhu and Denise Esguerra narrated a PowerPoint presentation with details of the Orange County Public Works Traffic Investigations and Study including results of a resident survey.

Discussion followed regarding controls for the voting protocol, the importance of getting the input of the community, the number of residents who responded, engaging those who did not, confirmation that speeding is an issue, especially on Bradbury and the need for more education and enforcement.

Director DeMarco spoke about the priority of traffic issues in Rossmoor according to the survey results; addressed roundabouts and safety along Montecito; noted the County does not have a solution for the lack of parking; mentioned the development of new technology, enforcement, aversion to change and other available solutions for traffic calming besides roundabouts and thanked OCPW Senior Civil Engineer Zhu for her work.

President Maynard invited public comments on this item.

Amy Pearson spoke about witnessing speeding along Bradbury; suggested adding a "Keep Clear" sign along an area near Bradbury and Weatherby to increase visibility and the possibility of adding stop signs along Weatherby.

Director DeMarco talked about soft dips installed in L.A. County for speed calming and suggested they may be useful in Rossmoor.

Mary Holzgang expressed concerns with protected bike lanes on Montecito; opined the roundabouts would not be helpful; liked the idea of soft bumps and spoke about the need to see increased CHP presence and enforcement.

Alan Winter asked about Rossmoor's survey response rate compared to other cities and OCPW Senior Civil Engineer Zhu noted it was higher, compared to other surveys; spoke about the massive effort involved in the study and noted that Rossmoor residents are very engaged and involved.

Mr. Winter agreed with the previous speaker in terms of the need to increase enforcement.

President Maynard spoke about identifying impact zones and implementing best practices for the impact zones; stated he does not believe Rossmoor should have a four-lane highway through its residential community; addressed the need for a well-cut-out bike path to increase safety for children and thanked OCPW Senior Civil Engineer Zhu for her work.

Beth Piburn noted she lives in a huge impact zone; spoke about parking being a challenge; encouraged the Board to consider parking permits; discussed flashing stop signs as traffic-calming efforts and commented on the survey rate of response.

Director DeMarco commented on the CHP being understaffed and hiring back up; agreed with the need for increased enforcement; urged residents to call whenever they see something and mentioned paying for increased enforcement through the budget process.

Alan Winter suggested the Board work with the Los Alamitos School District and the possibility of having crossing guards provide enforcement.

There were no other public comments on this item.

2. RECREATION REPORT – CHRIS ARGUETA

Recreation Supervisor Chris Argueta presented details of the Recreation Report including past and upcoming spring and summer events and thanked event sponsors.

Discussion followed regarding Shakespeare in the Park and increasing promotion of events through social media.

E. CONSENT CALENDAR

1. MINUTES:

- a. Regular RCSD Board Meeting of February 13, 2024

2. JANUARY 2024 REVENUE AND EXPENDITURE REPORTS

Director Searles pulled Item No. 1.a for separate discussion.

Motion by Director Barke, seconded by Director DeMarco, to approve the Consent Calendar except for Item No. 1.a, which was pulled for separate discussion. Motion passed 5-0.

ITEMS EXCLUDED FROM THE CONSENT CALENDAR

1. MINUTES:

- a. Regular RCSD Board Meeting of February 13, 2024

Director Searles noted that Captain Patella's report was supposed to be attached to the meeting minutes for February 13, 2024 and asked that they be included with the minutes.

Motion by Director Searles, seconded by Director DeMarco, to approve Item No. 1.a, as amended, to include Captain Patella's report. Motion passed 5-0.

F. PUBLIC HEARING – None

G. REGULAR CALENDAR

General Manager Mendoza requested skipping to Item No. G.5 of the agenda as the contractor is in attendance.

President Maynard skipped to Item No. G.5 of the agenda.

The Board discussed Item No. G.1 after Item No. G.5 of the agenda.

- 1. DISCUSSION AND ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A CONTRACT EXTENTION WITH ENRICHED FARMS & AVANTI HARVEST, INC.

General Manager Mendoza presented details of the report and addressed the scope of the contract as well as conditions and terms.

Director DeMarco commented favorably about the Farmers Market.

Discussion followed regarding the financial impacts of the Farmers Market, having the Youth Center participate during the off season, publishing a survey to determine how residents like it and the possibility of RCSD adding vendors.

Motion by Director Shade, seconded by Director Barke, to AUTHORIZE THE GENERAL MANAGER TO ENTER INTO A CONTRACT EXTENTION WITH ENRICHED FARMS & AVANTI HARVEST, INC. Motion passed 5-0.

2. DISCUSSION AND ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A CONTRACT WITH ELITE SPECIAL EVENTS TO PROVIDE SERVICES AT THE 2024 ROSSMOOR SUMMER AND WINTER FESTIVALS.

General Manager Mendoza provided a brief history of the summer and winter festivals; reported the events have grown and that RCSD staff does not have the capacity to coordinate the events and addressed the scope of the contract as well as conditions and terms.

Discussion followed regarding the annual agreement, insurance and indemnifications, complaints in relation to the beer garden and RCSD's right to terminate the contract.

General Counsel Preziosi stated he would need to research whether the Board could cancel the contract if RCSD could cancel subsequent festivals if there is a problem with the first festival.

President Maynard noted that RCSD's policy for alcohol is to address it on an event-by-event basis.

General Counsel Preziosi noted he would need to look at the policy a little deeper as this is a district-sponsored event. He added that it would behoove RCSD to look carefully at the body of its agreement to ensure that language does not give the vendor some form of vested right.

President Maynard suggested pausing this item to allow the General Counsel to review the RCSD agreement in terms alcohol service.

President Maynard skipped to Item No. G.3 of the agenda.

General Counsel Preziosi addressed General Provision 3.4 of the RCSD agreement relative to its ability to terminate the agreement or any part of the agreement, at any time, without cause.

Motion by Director DeMarco, seconded by Director Barke, to AUTHORIZE THE GENERAL MANAGER TO ENTER INTO A CONTRACT WITH ELITE SPECIAL EVENTS TO PROVIDE SERVICES AT THE 2024 ROSSMOOR SUMMER AND WINTER FESTIVALS. Motion passed 5-0.

The Board skipped to Item No. G.4, as Item No. G.3 was previously discussed.

3. DISCUSSION AND ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A CONTRACT EXTENSION WITH BREA IT.

General Manager Mendoza presented details of the report; noted the request for a 5% increase in fees effective July 1, 2024; addressed other cities serviced by Brea IT and the quality of their work and requested approval of a three-year extension to their contract.

In reply to Director Searles's inquiry, Director DeMarco reported that Brea IT was not involved in the RCSD website redesign.

Motion by Director Shade, seconded by Director Barke, to AUTHORIZE THE GENERAL MANAGER TO ENTER INTO A CONTRACT EXTENSION WITH BREA IT. Motion passed 5-0.

President Maynard returned to Item No. G.2 of the agenda.

4. DISCUSSION AND ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A CONTRACT RENEWAL WITH WEST COAST ARBORISTS (WCA).

General Manager Mendoza presented details of the report; addressed the contract terms and conditions and requested approval by the Board.

Discussion followed regarding obtaining Mary's input and her support of the agreement.

Motion by Director Shade, seconded by Director Searles, to AUTHORIZE THE GENERAL MANAGER TO ENTER INTO A CONTRACT RENEWAL WITH WEST COAST ARBORISTS (WCA). Motion passed 4-1, with President Maynard, opposed.

President Maynard opined on their service noting he was disappointed about how WCA trimmed his parkway tree.

Director DeMarco felt that could be improved by more oversight and suggested making Mary aware of any issues.

The Board skipped to Item No. H, as Item No. G.5 was previously discussed.

5. DISCUSSION AND ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A NEW CONTRACT WITH LANDCARE USA, LLC.

General Manager Mendoza presented details of the report; provided a history of the prior vendor and services; addressed the RFP process and discussed the contract terms and conditions.

Briana Lashmet, Account Manager, Landcare USA, LLC, addressed her background in the industry and the company; noted she works in the field, daily; discussed other clients such as the City of Lakewood; reported the contract is performance-based and spoke about the schedule.

General Counsel Preziosi reported this is not a fixed contract in that the parties are free to negotiate and refine the terms of the agreement throughout the life of the contract.

Discussion followed regarding the frequency of audits, the bid process, bid evaluation criteria and proximity of service.

Motion by Director DeMarco, seconded by Director Barke, to AUTHORIZE THE GENERAL MANAGER TO ENTER INTO A NEW CONTRACT WITH LANDCARE USA, LLC. Motion passed 4-1, with Director Searles, opposed.

President Maynard returned to Item No. G.1 of the agenda.

H. GENERAL MANAGER ITEMS

General Manager Mendoza addressed the bid opening and evaluation of bids for the flooring project noting bids will be reviewed by the Budget Committee and brought before the Board in April.

President Maynard reported this project affects the Parks and Facility Committee, the CIP Committee and the Budget Committee; spoke about bringing it before the entire Board and explained the Budget Committee could review it at its meeting on the 21st and bring it before the Board in April.

General Manager Mendoza continued with his report addressing an upcoming Water Safety Awareness event, the court resurfacing project, the status of the zip code matter, the Franchise Tax Board PIFC status; discussed a mainline break at Foster Park; reported that Andrew Do's Deputy has taken another position and RCSD is being reassigned to another representative.

Director Searles asked about who prepares the variance report; requested an explanation regarding medical insurance and felt it should have been part of last month's budget meeting and opined RCSD's accountant should be part of the process.

General Manager Mendoza spoke about increases in medical care and insurance; noted he will review the matter and report back to the Board.

Discussion followed regarding providing a forecast, based on history, flagging significant increases in expenses and advising the Board of significant variances.

I. BOARD MEMBER ITEMS

Director Searles thanked Director Barke for the suggestion about the Farmers Market survey and spoke about the landscaping contract.

Director DeMarco spoke about the possibility of RCSD getting reimbursed for some of its contracts similar to the street sweeping contract; mentioned standing water in Rossmoor channels; expressed appreciation to the County for the Rossmoor-specific traffic study; reported he will be pushing for a parking permit program and thanked the OCPW and OCPW Senior Civil Engineer Zhu for her work. He reiterated the request to add the contact numbers for the OC Sheriff's Department and the CHP to the RCSD website.

Director Shade spoke about the need to engage Vector Control because of standing water in the District; thanked RCSD staff for its work; agreed with the speaker who suggested the need to include warrant reports to agendas and on the website; stated she would like to see increased presence on social media promoting the new website and thanked the Girl Scouts for participating in tonight's meeting.

Director Barke agreed with adding warrants and related reports to agenda packets and the RCSD website; spoke about struggles with parking and traffic in the District; wondered about non-permanent solutions for traffic calming and possible pilot programs and felt the subject should be further considered as well as establishing a parking permit program.

President Maynard agreed with Director Barke's comments; reiterated his suggestion to consider impact zones and noted it all comes down to public safety.

J. GENERAL COUNSEL ITEMS - None

K. ADJOURNMENT

President Maynard adjourned the meeting at 10:00 p.m.

ATTEST:

BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT

Michael Maynard, President

Joe Mendoza, Secretary
Rossmoor Community Services District

APPROVED:

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-2

Date: April 9, 2024
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Accountant Michael Matsumoto
Subject: FEBRUARY 2024 REVENUE and EXPENDITURE REPORT

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors approve the Revenue and Expenditure Report for February 2024.

INFORMATION

The Revenue and Expenditure Report is submitted on a monthly basis, as an indication of the District's unaudited year-to-date revenue and expenses. The attached Warrant Register contains checks and electronic funds transfers from March 1, 2024, to March 31, 2024.

ATTACHMENTS

1. Revenue and Expenditure Report for the month of February 2024
2. Explanation of Significant Variances from budgeted amounts
3. March 2024 Warrants

Rossmoor Community Services District
 Schedule of Revenues and Expenditures and Changes in Fund Balance - Budget and Actual
 For the month ended February 29, 2024

ATTACHMENT 1

	Original Budget	Amended Budget	Current Month	YTD	YTD Var	YTD % Bud
Revenues:						
Property taxes	\$ 1,333,100	\$ 1,333,100	\$ 2,040	\$ 744,064	\$ (589,036)	55.81%
Street light assessments	404,300	404,300	709	258,566	(145,734)	63.95%
Interest on investments	30,000	30,000	1,802	25,122	(4,878)	83.74%
From other governmental agencies	136,000	136,000	-	-	(136,000)	0.00%
Permit and rental fees	214,300	187,300	19,254	137,472	(49,828)	73.40%
Misc./Sponsorships	35,000	35,000	549	34,210	(790)	97.74%
Total Revenues	2,152,700	2,125,700	24,354	1,199,434	(926,266)	56.43%
Expenditures:						
Administration	1,224,390	1,233,260	77,081	757,916	475,344	61.46%
Recreation	63,000	63,000	606	59,344	3,656	94.20%
Rossmoor park	209,250	220,645	4,439	80,542	140,103	36.50%
Montecito center	13,450	13,450	899	7,714	5,736	57.35%
Rush park	193,070	193,070	5,421	75,338	117,732	39.02%
Street lighting	113,100	113,100	10,103	78,726	34,374	69.61%
Street sweeping	83,100	83,100	6,538	52,305	30,795	62.94%
Parkway trees	189,010	189,010	39,416	170,914	18,096	90.43%
Mini-parks and medians	15,190	15,190	1,425	10,002	5,188	65.85%
Total Expenditures	2,103,560	2,123,825	145,928	1,292,801	831,024	60.87%
Changes in fund balance	49,140	1,875	\$ (121,574)	(93,367)	\$ (95,242)	
Fund balance:						
Beginning of year	1,709,443	1,709,443		1,709,443		
End of period	1,758,583	1,711,318		1,616,076		
Cash Balances at 2/29/24:						
Checking				188,728		
LAIF				1,456,732		
Total				1,645,460		

ROSSMOOR COMMUNITY SERVICES DISTRICT
Statement of Revenue Budget vs Actuals
For the Accounting Period: 2 / 24

Fund	Account	Received			Revenue	
		Current Month	Received YTD	Estimated Revenue	To Be Received	% Received
10 General Fund						
3000 Property Tax						
3001	Current Secure Property Tax	0.00	674,176.87	1,242,000.00	567,823.13	54 %
3002	Current Unsecured Prop Tax	0.00	32,166.03	36,900.00	4,733.97	87 %
3003	Prior Secured property Tax	235.97	6,615.71	15,200.00	8,584.29	44 %
3004	Prior Unsecured Property Tax	0.00	0.00	3,300.00	3,300.00	0 %
3005	Delinquent Propert Taxes	66.82	1,624.63	1,100.00	-524.63	148 %
3006	Current Supplemental Assessment	1,737.06	17,437.98	19,600.00	2,162.02	89 %
3008	Public Utility Tax	0.00	9,568.40	10,900.00	1,331.60	88 %
3009	State Homeowners prop. Tax Relief	0.00	2,474.16	4,100.00	1,625.84	60 %
	Account Group Total:	2,039.85	744,063.78	1,333,100.00	589,036.22	56 %
3100						
3101	Street light assessments	709.17	258,565.85	404,300.00	145,734.15	64 %
	Account Group Total:	709.17	258,565.85	404,300.00	145,734.15	64 %
3200						
3201	Interest on Investments	1,801.60	25,122.49	30,000.00	4,877.51	84 %
	Account Group Total:	1,801.60	25,122.49	30,000.00	4,877.51	84 %
3300 INTERGOVERNMENTAL REVENUE						
3301	Prop 68 Grant Funding	0.00	0.00	56,000.00	56,000.00	0 %
3304	County street sweep reimbursement	0.00	0.00	80,000.00	80,000.00	0 %
	Account Group Total:	0.00	0.00	136,000.00	136,000.00	0 %
3400 RENTAL & PERMITS						
3401	Tennis Courts Reservations	1,296.00	11,919.00	21,000.00	9,081.00	57 %
3402	Tennis Instructor Private Lessons	1,046.25	12,648.25	16,000.00	3,351.75	79 %
3403	Basketball Court Reservations	113.00	1,077.00	0.00	-1,077.00	%
3404	Sand Volleyball Court Reservations	0.00	36.00	0.00	-36.00	%
3405	Rossmoor Park Ball Field Reservations	1,668.00	7,424.00	12,500.00	5,076.00	59 %
3406	Rush Park Ball field reservations	948.00	11,217.27	12,500.00	1,282.73	90 %
3407	Pickleball Reservation	1,354.00	8,574.00	12,000.00	3,426.00	71 %
3408	Pickleball Instructor Private Lessons	0.00	0.00	3,000.00	3,000.00	0 %
3411	Signature Wall Banner Rental	0.00	280.00	300.00	20.00	93 %
3421	Tree Revenue	300.00	3,032.60	5,000.00	1,967.40	61 %
3422	Tree Violation Fines	0.00	900.00	0.00	-900.00	%
3431	Rossmoor Building Rental	335.00	3,360.00	2,500.00	-860.00	134 %
3432	Rossmoor Park Picnic Site	335.00	2,136.00	2,500.00	364.00	85 %
3441	Montecito Building Rental	4,644.00	18,910.52	25,000.00	6,089.48	76 %
3451	Rush Building Rental	5,595.15	49,144.14	67,000.00	17,855.86	73 %
3452	Rush Park Picnic Site	900.00	5,491.48	7,000.00	1,508.52	78 %
3453	Rush Park Kitchen	720.00	1,322.00	1,000.00	-322.00	132 %
	Account Group Total:	19,254.40	137,472.26	187,300.00	49,827.74	73 %
3500						
3501	MISC REVENUE	549.23	14,959.64	10,000.00	-4,959.64	150 %
3502	Sponsorships	0.00	19,250.00	25,000.00	5,750.00	77 %
	Account Group Total:	549.23	34,209.64	35,000.00	790.36	98 %

04/03/24
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ROSSMOOR COMMUNITY SERVICES DISTRICT
Statement of Revenue Budget vs Actuals
For the Accounting Period: 2 / 24

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Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
	Fund Total:	24,354.25	1,199,434.02	2,125,700.00	926,265.98	56 %
	Grand Total:	24,354.25	1,199,434.02	2,125,700.00	926,265.98	56 %

ROSSMOOR COMMUNITY SERVICES DISTRICT
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 2 / 24

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 General Fund							
5000							
5010 Administration							
4000	Board of Directors Compensatn	800.00	4,400.00	11,000.00	11,000.00	6,600.00	40%
4001	Salaries - Full-time	0.00	764.78	0.00	0.00	-764.78	0%
4002	Salaries - Part-time	6,248.06	24,317.75	82,100.00	82,100.00	57,782.25	30%
4003	Overtime	623.83	10,182.49	10,500.00	12,000.00	1,817.51	85%
4006	SALARIES - ADMINISTRATION	18,029.39	167,717.65	255,800.00	257,500.00	89,782.35	65%
4007	VEHICLE ALLOWANCE (MILEAGE)	99.45	1,089.91	2,100.00	2,100.00	1,010.09	52%
4008	SALARIES - PARK AND RECREATION	13,362.83	127,726.71	166,100.00	167,500.00	39,773.29	76%
4009	SALARIES - Park /TREE MAINTENANCE	4,739.49	40,956.43	59,700.00	59,700.00	18,743.57	69%
4010	Workers Compensation Insurance	-24.84	11,975.16	15,000.00	15,000.00	3,024.84	80%
4011	Medical Insurance	8,111.96	62,700.94	84,000.00	84,000.00	21,299.06	75%
4015	Federal Payroll Tax -FICA	3,774.08	31,172.85	56,390.00	56,390.00	25,217.15	55%
5002	Insurance - Liability	0.00	38,722.00	41,000.00	41,000.00	2,278.00	94%
5004	Memberships and Dues	0.00	10,349.59	9,980.00	10,500.00	150.41	99%
5006	Travel & Meetings	0.00	630.84	2,630.00	2,630.00	1,999.16	24%
5007	Televised Meeting Costs	997.50	11,231.23	23,100.00	23,100.00	11,868.77	49%
5008	Gasoline	0.00	2,065.62	5,250.00	5,250.00	3,184.38	39%
5010	Publications & Legal Notices	3,812.31	9,220.53	7,880.00	7,880.00	-1,340.53	117%
5012	Printing	216.33	3,061.86	4,200.00	4,200.00	1,138.14	73%
5014	Postage	201.27	937.67	2,100.00	2,100.00	1,162.33	45%
5016	Office & Meeting Supplies	483.13	3,803.94	15,750.00	15,750.00	11,946.06	24%
5018	Janitorial Supplies	0.00	9,358.72	20,790.00	20,790.00	11,431.28	45%
5020	Telephone	1,238.07	7,075.33	10,500.00	10,500.00	3,424.67	67%
5021	Computer/Email/Server Costs	436.06	7,158.55	5,250.00	9,000.00	1,841.45	80%
5030	Vehicle Maintenance	0.00	719.28	10,500.00	10,500.00	9,780.72	7%
5032	Building & Grounds-Maintenance	3,138.57	46,040.38	85,050.00	85,050.00	39,009.62	54%
5045	Miscellaneous Expenditures	241.00	16,492.69	21,000.00	21,000.00	4,507.31	79%
5046	Bank Service Charge	249.01	2,189.84	4,200.00	4,200.00	2,010.16	52%
5610	Legal Services	1,419.00	16,981.50	65,520.00	65,520.00	48,538.50	26%
5615	Financial Audit-Consulting	0.00	19,000.00	19,950.00	19,950.00	950.00	95%
5620	Outsource Financial Consultant	6,000.00	42,000.00	72,450.00	72,450.00	30,450.00	58%
5670	Other Professional Services	2,519.03	25,102.41	42,000.00	42,000.00	16,897.59	60%
6010	Equipment	125.65	928.51	2,100.00	2,100.00	1,171.49	44%
6025	Software	239.88	1,840.78	10,500.00	10,500.00	8,659.22	18%
	Account Total:	77,081.06	757,915.94	1,224,390.00	1,233,260.00	475,344.06	61%
5020 Recreation							
5017	Community Events	606.33	59,344.02	63,000.00	63,000.00	3,655.98	94%
	Account Total:	606.33	59,344.02	63,000.00	63,000.00	3,655.98	94%
5030 Rossmoor Park							
5022	Utilities	1,099.91	9,730.47	13,130.00	13,130.00	3,399.53	74%
5023	Water	963.13	36,554.39	63,000.00	63,000.00	26,445.61	58%
5025	SECURED PROP TAX	0.00	1,089.58	1,260.00	1,260.00	170.42	86%
5034	Alarm Systems/Security	0.00	246.00	1,050.00	1,050.00	804.00	23%
5045	Miscellaneous Expenditures	43.00	456.87	4,730.00	4,730.00	4,273.13	10%
5051	Equipment Rental	0.00	0.00	530.00	530.00	530.00	0%
5052	Minor Facility Repairs /Tools	0.00	0.00	1,050.00	1,050.00	1,050.00	0%
5655	Landscape Maintenance / Janitorial	2,333.38	26,837.84	34,500.00	34,500.00	7,662.16	78%

ROSSMOOR COMMUNITY SERVICES DISTRICT
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 2 / 24

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 General Fund							
6005	Buildings and Improvements	0.00	5,626.92	90,000.00	101,395.00	95,768.08	6%
	Account Total:	4,439.42	80,542.07	209,250.00	220,645.00	140,102.93	37%
5040 Montecito Center							
5022	Utilities	103.68	1,399.66	2,100.00	2,100.00	700.34	67%
5023	Water	301.14	2,635.14	4,730.00	4,730.00	2,094.86	56%
5025	SECURED PROP TAX	0.00	915.04	1,050.00	1,050.00	134.96	87%
5034	Alarm Systems/Security	126.00	378.00	680.00	680.00	302.00	56%
5045	Miscellaneous Expenditures	0.00	31.23	530.00	530.00	498.77	6%
5052	Minor Facility Repairs /Tools	0.00	0.00	530.00	530.00	530.00	0%
5655	Landscape Maintenance / Janitorial	368.66	2,355.30	3,830.00	3,830.00	1,474.70	61%
	Account Total:	899.48	7,714.37	13,450.00	13,450.00	5,735.63	57%
5050 Rush Park							
5022	Utilities	1,552.65	21,205.15	33,180.00	33,180.00	11,974.85	64%
5023	Water	1,406.26	24,806.69	52,500.00	52,500.00	27,693.31	47%
5025	SECURED PROP TAX	0.00	4,169.92	4,410.00	4,410.00	240.08	95%
5034	Alarm Systems/Security	0.00	378.00	840.00	840.00	462.00	45%
5045	Miscellaneous Expenditures	174.35	174.35	530.00	530.00	355.65	33%
5051	Equipment Rental	0.00	0.00	1,580.00	1,580.00	1,580.00	0%
5052	Minor Facility Repairs /Tools	0.00	0.00	530.00	530.00	530.00	0%
5655	Landscape Maintenance / Janitorial	2,287.51	22,523.36	34,500.00	34,500.00	11,976.64	65%
6005	Buildings and Improvements	0.00	2,081.00	65,000.00	65,000.00	62,919.00	3%
	Account Total:	5,420.77	75,338.47	193,070.00	193,070.00	117,731.53	39%
5060 Street Lighting							
5650	Street Lighting and Maintenance	10,103.31	78,725.67	113,100.00	113,100.00	34,374.33	70%
	Account Total:	10,103.31	78,725.67	113,100.00	113,100.00	34,374.33	70%
5070 Street Sweeping							
5642	Street Sweeping	6,538.14	52,305.12	83,100.00	83,100.00	30,794.88	63%
	Account Total:	6,538.14	52,305.12	83,100.00	83,100.00	30,794.88	63%
5080 Parkway Trees							
5017	Community Events	0.00	0.00	1,580.00	1,580.00	1,580.00	0%
5656	Tree Trimming	24,323.45	128,220.75	137,030.00	137,030.00	8,809.25	94%
5660	TREE REMOVAL	0.00	10,490.80	3,150.00	3,150.00	-7,340.80	333%
6015	Trees	15,092.00	32,201.70	47,250.00	47,250.00	15,048.30	68%
	Account Total:	39,415.45	170,913.25	189,010.00	189,010.00	18,096.75	90%
5090 Mini-Parks and Medians							
5022	Utilities	15.11	128.46	530.00	530.00	401.54	24%
5023	Water	1,041.00	7,518.27	10,500.00	10,500.00	2,981.73	72%
5045	Miscellaneous Expenditures	0.00	0.00	110.00	110.00	110.00	0%
5051	Equipment Rental	0.00	0.00	110.00	110.00	110.00	0%
5052	Minor Facility Repairs /Tools	0.00	0.00	110.00	110.00	110.00	0%
5655	Landscape Maintenance / Janitorial	368.66	2,355.31	3,830.00	3,830.00	1,474.69	61%
	Account Total:	1,424.77	10,002.04	15,190.00	15,190.00	5,187.96	66%
	Account Group Total:	145,928.73	1,292,800.95	2,103,560.00	2,123,825.00	831,024.05	61%

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ROSSMOOR COMMUNITY SERVICES DISTRICT
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 2 / 24

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Report ID: B100C

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
	Fund Total:	145,928.73	1,292,800.95	2,103,560.00	2,123,825.00	831,024.05	61%
	Grand Total:	145,928.73	1,292,800.95	2,103,560.00	2,123,825.00	831,024.05	61%

**EXPLANATION OF SIGNIFICANT VARIANCES FROM BUDGETED AMOUNTS
FEBRUARY 2024**

Revenue Accounts

Account Code	Item	Explanation
3406	Rush Park Ball Field Reservations	Seasonal Revenue is at 90%. Do not foresee additional funds.
3431	Rossmoor Building Rental	134% of anticipated budgeted revenue due to election activity and enhanced marketing.
3453	Rush Park Kitchen	132% of anticipated revenue due to higher amount of rentals for space
3501	Misc Revenue	150% of anticipated revenue due to increase in Winter Festival ticket sales

Expenditure Accounts

Account Code	Item	Explanation
5010-4000	Board of Directors Compensation	At 40%. Under due to minimum number of meetings. Do not anticipate going over budget.
5010-4002	Salaries - Part-time	At 30% due to unanticipated vacancies.
5010-4003	Overtime	At 85% due to additional hours worked during the the Summer/Winter Festivals and covering Part-Time vacancies.
5010-4010	Administration - Worker's Compensation Insurance	At 80%. Annual premium has been paid for FY.
5010-4011	Medical Insurance	At 75%. Premiums went up in 2024. Will be over budget by approximately \$4000. Made adjustments for 2024 budget.
5010-5002	Administration - Insurance Liability	At 94%. Annual premium has been paid for FY
5010-5004	Memberships and Dues	On target at 99%. All dues are paid for FY.
5010-5006	Travel & Meeting Costs	At 24%. Do not anticipate going over budget.
5010-5010	Publications & Legal Notices	At 117%. Extra expenditures due to traffic meeting notices.

5010-5016	Office & Meeting Supplies	At 24%. Will be ordering additional supplies throughout the year. Do not anticipate going over budget.
5010-5021	Computer/Email/Server Costs	On target at 80%. Do not expect to go over target budget
5010-5030	Vehicle Maintenance	Currently at 7%. Routine maintenance is upcoming. Do not anticipate going over the budget.
5010-5610	Legal Services	At 26%. Anticipate staying within budget. To date, no unanticipated activity has occurred.
5010-5615	Financial Audit-Consulting	At 95%. Expenditure is complete. Do not expect to go over budget
5010-6025	Software	At 18%. This is on a as needed basis. Will stay within budget
5020-5017	Community Events	Currently at 94%. Anticipate going over budget due to added Wellness Festival. Anticipate going over by approx. \$4000 which will be offset by sponsorship.
5030-5025 5040-5025 5050-5025	Secured Property Taxes - Rossmoor Park, Montecito Center, Rush Park	At 86%, 87% & 95% respectively. Property Taxes have been paid for 1st and 2nd installments.
5030-5034	Rossmoor Park - Alarm Systems/Security	At 23%. Staff researching with vendor
5030-5045	Rossmoor Park - Misc Expenditures	No Activity. Currently at 10%.
5030-5051 5050-5051 5090-5051	Equipment Rental - Rossmoor Park, Rush Park, Mini Parks	No Activity. Currently at 0%.
5030-6005	Rossmoor Park - Building and Improvements	At 6%. Projects have not been completed. Invoices pending for renovations to courts and picnic shelter.
5040-5045 5050-5045 5090-5045	Misc Expenditures - Montecito Center, Rush Park, Mini Parks	Minimal activity. At 6%, 33% and 0% respectively.
5040-5052 5050-5052 5090-5052	Minor Facility Repairs/Tools - Montecitio Center, Rush Park, Mini Parks	At 0%. No Activity at any of these locations.
5050-6005	Rush Park - Building & Improvements	At 3%. Capital Projects in progress. (Roof repair and Floor replacement) to be completed this FY.
5080-5656	Tree Trimmings	Seasonal Project. On target at 94%. Do not foresee going over budget.
5080-5660	Tree Removal	At 333%. Seasonal Project. Over budget due to safety removals.

03/20/24
15:01:35

ROSSMOOR COMMUNITY SERVICES DISTRICT
Claim Approval List
For the Accounting Period: 3/24

Page: 1 of 1
Report ID: AP100

For doc #s from 721 to 729
* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
721		754 MAX STEAM INC	1,542.13					
		Rush Auditorium & Office						
		10542 03/15/24 Rush Aud & Office	1,542.13			10 5010	5032	1010
722		999999 CHRIS ARGUETA	224.51					
		Expense reimbursement						
		03/15/24 Mileage	146.06			10 5010	4007	1010
		03/15/24 Food Conference	78.45			10 5010	5006	1010
723		999999 DUANE DALMAN	200.00					
		Refund Deposit						
		03/18/24 Deposit	200.00			10 2220		1010
724		999999 GABRIELA HEIDE	250.00					
		Deposit refund						
		03/18/24 deposit refund	250.00			10 2220		1010
725		999999 DIANA NOVOA	200.00					
		Deposit Refund						
		03/19/24 Deposit refund	200.00			10 2220		1010
726		49 CITY OF BREA	1,955.00					
		Feb IT						
		ASIT001379 03/14/24 Feb IT	1,905.00			10 5010	5670	1010
		ASIT001379 03/14/24 Feb Web	50.00			10 5010	5021	1010
727		212 JONES & MAYER	3,216.00					
		February Legal						
		121403 02/29/24 Feb Legal	3,216.00			10 5010	5610	1010
728		386 MARIA SHAFER	225.00					
		Minutes 3/24						
		RCSD-041 03/18/24 Minutes 3/24	225.00*			10 5010	5010	1010
729		22 WEST COAST ARBORISTS, INC.	1,161.60					
		Tree Maint						
		212088 02/29/24 Tree Maint 2/15-2/29	1,161.60			10 5080	5656	1010
		# of Claims	9	Total:				8,974.24

03/06/24
15:10:19

ROSSMOOR COMMUNITY SERVICES DISTRICT
Claim Approval List
For the Accounting Period: 3/24

Page: 1 of 3
Report ID: AP100

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
700		923 U.S BANK CAL-CARD	17,051.61					
	1826642	01/25/24 CFBtel	541.02			10 5010	5020	1010
		01/24/24 Home Depot	133.22			10 5010	5032	1010
		01/28/24 QR.IO Generator	35.00			10 5010	5045	1010
		01/26/24 USPS	8.50			10 5010	5014	1010
		01/26/24 TAB Answer	55.67			10 5010	5020	1010
		01/25/24 CR&R	1,483.45			10 5010	5032	1010
		01/29/24 Lloyd Pest	240.00			10 5010	5032	1010
		01/29/24 Lloyd Pest	209.00			10 5010	5032	1010
		02/01/24 In One of a Kind Restor	4,556.93*			10 5010	6005	1010
		02/04/24 Zoom	879.70			10 5010	5007	1010
		01/31/24 Paypal	150.00			10 5010	5006	1010
		02/05/24 SP Trassig Corp	1,668.41			10 5010	5032	1010
		02/06/24 Ava Rapport	100.00			10 5010	6025	1010
		02/07/24 USPS	5.66			10 5010	5014	1010
		02/08/24 Microsoft	325.00			10 5010	5021	1010
		02/07/24 Water Pumps Direct	810.24			10 5010	5032	1010
		02/08/24 AED Superstore	495.65			10 5010	5045	1010
		02/09/24 Goldenwest Lawnmower	594.88			10 5010	6010	1010
		02/12/24 Lloyd Pest	110.00			10 5010	5032	1010
		02/12/24 Frontier	78.88			10 5010	5020	1010
		02/12/24 Frontier	93.98			10 5010	5021	1010
		02/13/24 Verizon	61.06			10 5010	5021	1010
		02/13/24 Staples	186.37			10 5010	5016	1010
		02/13/24 Ganahl Lumber	108.31			10 5030	5045	1010
		02/14/24 Best Buy	61.97			10 5010	6010	1010
		02/13/24 Chick-Fil-A	21.95			10 5010	5016	1010
		02/15/24 USPS	9.68			10 5010	5014	1010
		02/14/24 Goldenwest Lawnmower	399.74			10 5010	6010	1010
		02/15/24 Costco	535.99			10 5010	5016	1010
		02/17/24 Staples	68.62			10 5010	5016	1010
		02/17/24 Staples	271.50			10 5010	5016	1010
		02/19/24 T-Mobile	259.00			10 5010	5020	1010
		02/20/24 Frontier	224.27			10 5010	5021	1010
		02/20/24 Napa Auto	20.09			10 5010	5030	1010
		02/21/24 1099 Online	64.27			10 5010	5045	1010
		02/20/24 Home Depot	154.51			10 5050	6005	1010
		02/24/24 Staples	492.46			10 5010	5016	1010
		02/23/24 TAB Answer Network	53.18			10 5010	5020	1010
		02/23/24 CRR	1,483.45			10 5010	5032	1010

03/06/24
15:10:19

ROSSMOOR COMMUNITY SERVICES DISTRICT
Claim Approval List
For the Accounting Period: 3/24

Page: 2 of 3
Report ID: AP100

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
701		999999 SHUBBHAROOP GHOSH	585.00					
	Event cancellation							
		03/05/24 Ghosh Deposit	250.00			10 2220		1010
		03/05/24 Ghosh Refund - Rush	335.00			10 3451		1010
702		999999 MARLEY JUE	260.00					
	Deposit Jue							
		03/04/24 Deposit Jue Montecito	260.00			10 2220		1010
703		999999 GLENDA LLAMAS	250.00					
	Llamas Deposit							
		03/04/24 Llamas Deposit	250.00			10 2220		1010
704		999999 DULCE THURESSON	50.00					
	Cancellation - Thuresson							
		02/29/24 Picnic A cancelled	50.00			10 3452		1010
705		669 BRIGHTVIEW LANDSCAPE SERVICES	5,312.33					
	March							
		8803341 03/01/24 March - Brightview	2,287.50			10 5030 5655		1010
		8803341 03/01/24 March Brightview	368.66			10 5040 5655		1010
		8803341 03/01/24 March Brightview	2,287.51			10 5050 5655		1010
		8803341 03/01/24 March Brightview	368.66			10 5090 5655		1010
706		748 JHM SUPPLY	175.87					
	Foster Park Irrigation							
		93709/3 02/26/24 Foster Park Irrigation	175.87			10 5010 5032		1010
707		821 GM ROOFING COMPANY	2,500.00					
	Roof Repair							
		03/06/24 Roof Repair	2,500.00			10 5050 6005		1010
708		1011 Governmental Financial Services	6,000.00					
	February							
		03/02/24 GFS February	6,000.00			10 5010 5620		1010
709		226 HILL'S BROTHERS LOCK & SAFE	319.00					
		86519 03/04/24 Rush Shop Door	319.00			10 5010 5032		1010

03/06/24
15:10:19

ROSSMOOR COMMUNITY SERVICES DISTRICT
Claim Approval List
For the Accounting Period: 3/24

Page: 3 of 3
Report ID: AP100

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
710		105 ICE MACHINE SALES & SERVICE CO	292.24					
	Replace fitting							
		0219109-IN 02/26/24 Replace Ice Machine Drain	292.24			10 5010	5032	1010
711		941 PARADIGM DESIGN	2,580.00					
	Rossmoor Park Shade							
		01/01/24 Rossmoor Park Shade 2023 work	2,580.00			10 5030	6005	1010
712		1066 Philip Reyes	900.00					
	Deposit							
		07132024 03/05/24 Deposit - Sound and Lighting	900.00			10 5020	5017	1010
713		309 TRIPEPI SMITH	798.00					
	Feb Meeting							
		11805 02/29/24 Feb Meeting	798.00			10 5010	5007	1010
714		1048 Vital Records Conrol	161.29					
	March							
		4098497LAX 02/29/24 March	161.29			10 5010	5045	1010
		# of Claims 15	Total: 37,235.34					

03/13/24
14:59:57

ROSSMOOR COMMUNITY SERVICES DISTRICT
Claim Approval List
For the Accounting Period: 3/24

Page: 1 of 1
Report ID: AP100

* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
715	999999	JILL DWORSKY	50.00					
Cancel	Rush A							
	03/11/24	Dworsky - cancel Rush A	50.00			10 3452		1010
716	999999	SAGE OAK CHARTER SCHOOL	250.00					
Deposit	Refund							
	03/11/24	Sage Oak Charter - Deposit	250.00			10 2220		1010
717	999999	JILL SHARPLESS	250.00					
Deposit	refund							
	03/11/24	Deposit Refund Sharpless	250.00			10 2220		1010
718	999999	LANI TAITINGFONG	200.00					
Deposit	Refund							
	03/12/24	Deposit Refund Taitingfong	200.00			10 2220		1010
719	26	REDLINE MECHANICAL INC.	640.00					
HVAC	Maint							
	3-28635	03/11/24 HVAC Maint	640.00			10 5010	5032	1010
720	899	SCA OF CA, LLC	6,538.14					
March	Sweeping							
	134886SP	03/08/24 St. Sweeping - March	6,538.14			10 5070	5642	1010
		# of Claims	6	Total:				7,928.14

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-1

Date: April 9, 2024

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: REPORT OF THE BUDGET COMMITTEE REGARDING FY 2023-2024
ESTIMATE TO CLOSE, FY 2024-2025 PRELIMINARY BUDGET, AND SET
DATE OF PUBLIC HEARING

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors take the following actions:

- 1) Receive the report of the RCSD Budget Committee (Directors DeMarco and Maynard); and
- 2) Review FY 2023-2024 Estimate to Close; and
- 3) Provide direction regarding the formulation of the FY 2024-2025 preliminary budget; and
- 4) Set the date of the public hearing for May 14, 2024 (RCSD Board of Directors meeting).

BACKGROUND

As required by RCSD Board Policy No. 3020, the General manager formulated the FY 2024-2025 Preliminary Budget, including the FY 2023-2024 Estimate to Close (ETC), for review by the Budget Committee (Directors DeMarco and Maynard) at their meeting of March 21, 2024. Their recommendations have been incorporated into the FY 2024-2025 proposed budget document that is being presented this evening. The Budget Committee also determined that a 3% Cost of Living increase for RCSD staff would be recommended for Board approval. Additionally, requesting consideration of a deferred compensation matching program for full-time employees only. The proposed program would consist of up to a 3% match that would be a maximum of \$10,600 annually if each eligible employee participated. The program is in lieu of providing a traditional retirement plan and would assist full-time employees in preparing for retirement. To safeguard the District, it is recommended that the policy include a clause that would suspend the program if the District reserves fell below \$1,000,000. The employees would still be able to contribute their portion until the District reserves rose to \$1,000,000 or more.

INFORMATION

This year, the District's Estimate to Close for FY 2023-2024 is projected at \$2,123,100 in revenue over \$2,098,580 in expenses with a remaining \$24,520 to be added to reserves. This will increase the District's Beginning Fund Balance for FY 2024-2025 to \$1,733,962.

Property tax apportionment is a substantial portion of the District's budget. It is assumed that the District's property tax revenue will increase from FY 2023-2024. The Apportionment Comparison for FY 2023-2024 is not complete: April, May and June payments have not been received, but will be added to the total when received. Therefore, we anticipate that for FY 2023-2024 the District will realize an increase in property tax revenue over FY 2022-2023. Therefore, the anticipated growth in property tax revenue for FY 2024-2025 has been budgeted at a 3.5% increase.

In summary, the District has maintained a healthy fiscal position. It is recommended that a 3% cost-of-living increase be awarded to staff (excluding the General Manager). The General Manager's salary increase is determined by the RCSD Board of Directors. The proposed salary increases would cost the District \$14,262 (see Attachment 2).

The FY 2024-2025 Preliminary Budget is presented as a conservative, balanced budget. We have prepared the FY 2024-2025 Preliminary Budget to the best of our ability based on the information we have to date. If adjustments are needed as we progress, we will be prepared to address those challenges.

The Budget Committee recommended that the FY 2023-2024 Estimate to Close and FY 2024-2025 Preliminary Budget be forwarded to the RCSD Board of Directors; and recommended that the public hearing date be set for May 14, 2024 (RCSD Board of Directors Meeting).

ATTACHMENTS

1. FY 2024-2025 Salary Plan
2. FY 2024-2025 Preliminary Budget
3. Policy No. 3020 Budget Preparation, Adoption and Revision

**Rossmoor Community Services District
Employee Salary Plan - 3% increase
For the Fiscal Year 2024-2025**

SALARY PLAN FY 2024-2025							
Position	2023-2024 Current Salary		Revised Salaries		2024-2025 Recommended Salary		
	Annually	Hourly	Midpoint	Hourly Increase	Annually	Hourly Increase	Hourly
General Manager	\$ 92,500.00	n/a	\$ 92,500.00	n/a	\$ 92,500.00	n/a	n/a
Administrative Assistant	\$ 69,272.00	\$ 33.30	\$ 71,350.16	\$ 1.00	\$ 71,350.16	\$ 1.00	\$ 34.30
General Clerk	\$ 53,084.28	\$ 25.52	\$ 54,676.81	\$ 0.77	\$ 54,676.81	\$ 0.77	\$ 26.29
*Office Assistant	\$ 20,352.80	\$ 20.60	\$ 20,963.38	\$ 0.62	\$ 20,963.38	\$ 0.62	\$ 21.22
*Account Clerk	\$ 22,388.08	\$ 22.66	\$ 23,059.72	\$ 0.68	\$ 23,059.72	\$ 0.68	\$ 23.34
Park Superintendent	\$ 66,902.19	\$ 32.16	\$ 68,909.26	\$ 0.96	\$ 68,909.26	\$ 0.96	\$ 33.13
Recreation Superintendent	\$ 61,035.44	\$ 29.34	\$ 62,866.50	\$ 0.88	\$ 62,866.50	\$ 0.88	\$ 30.22
District Arborist	\$ 59,644.42	\$ 28.68	\$ 61,433.75	\$ 0.86	\$ 61,433.75	\$ 0.86	\$ 29.54
Maintenance/Rec Assistant	\$ 42,265.60	\$ 20.32	\$ 43,533.57	\$ 0.61	\$ 43,533.57	\$ 0.61	\$ 20.93
**Maintenance/Rec Assistant	\$ 27,632.14	\$ 18.32	\$ 28,461.10	\$ 0.55	\$ 28,461.10	\$ 0.55	\$ 18.87
*Maintenance/Rec Assistant	\$ 18,107.99	\$ 18.33	\$ 18,651.23	\$ 0.55	\$ 18,651.23	\$ 0.55	\$ 18.88
*Maintenance/Rec Assistant	\$ 17,422.00	\$ 17.63	\$ 17,944.66	\$ 0.53	\$ 17,944.66	\$ 0.53	\$ 18.16
*Social Media Intern	\$ 17,299.88	\$ 17.51	\$ 17,818.88	\$ 0.53	\$ 17,818.88	\$ 0.53	\$ 18.04
Event/Facility Attendant	n/a	\$ 16.50		\$ -			\$ 16.50

* 1/2 Time 19 hrs. per week/988 hrs. per year

** Part-Time 29 hrs. per week/1,508 hrs. per year

Totals	\$ 567,906.82				\$ 582,169.02	Difference	\$ 14,262.20
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**Rossmoor Community Services District
Preliminary Budget
Summary
For the Fiscal Year 2024-2025**

	2023-2024		2024-2025	
	Original Budget	Amended Budget	12-Month Projected Estimates to Close	Preliminary Budget
Revenues:				
Property taxes	\$ 1,333,100	\$ 1,333,100	\$ 1,294,400	\$ 1,339,800
Street light assessments	404,300	404,300	452,500	468,300
Interest on investments	30,000	30,000	30,000	30,000
From Other Governmental Agencies (*)	136,000	136,000	123,900	140,000
Permit and Rental Fees	207,300	187,300	187,300	187,300
Miscellaneous	35,000	35,000	35,000	35,000
Total Revenues	2,145,700	2,125,700	2,123,100	2,200,400
Expenditures:				
Administrative	1,224,390	1,233,260	1,233,210	1,308,080
Recreation	63,000	63,000	63,000	68,650
Rossmoor Park	209,250	220,645	180,650	198,290
Montecito Center	13,450	13,450	13,450	13,910
Rush Park	193,070	193,070	203,070	132,400
Street Lighting	113,100	113,100	115,000	120,800
Street Sweeping	83,100	83,100	86,000	81,360
Parkway Tree	189,010	189,010	189,010	194,650
Mini-Parks and Median	15,190	15,190	15,190	15,700
Total Expenditures	2,103,560	2,123,825	2,098,580	2,133,840
Changes in Fund Balance	42,140	1,875	24,520	\$ 66,560
Fund Balance:				
Beginning of Period	1,709,442	1,709,442		
End of Period	\$ 1,751,582	\$ 1,733,962		
(*) From Other Governmental Agencies				
Prop 68 Grant	56,000	56,000	44,000	60,000
County Street Sweeping	80,000	80,000	79,900	80,000
Total From Other Governmental Agencies	136,000	136,000	123,900	140,000

Total revenue budgeted includes a 3.5% increase in property tax and street light assessments.

**Rossmoor Community Services District
Preliminary Budget
Revenues
For the Fiscal Year 2024-2025**

Black Mountain	Description	2023-2024			2024-2025 Preliminary Budget
		Original Budget	Amended Budget	12-Month Projected Estimates to Close	
Property Taxes					
10-3001	Current secured property tax	\$ 1,242,000	\$ 1,242,000	\$ 1,176,000	\$ 1,217,200
10-3002	Current unsecured property tax	36,900	36,900	34,800	36,000
10-3003	Prior secured property tax	15,200	15,200	7,300	7,600
10-3004	Prior unsecured property tax	3,300	3,300	700	700
10-3005	Delinquent property taxes	1,100	1,100	2,400	2,500
10-3006	Current supplemental assessment	19,600	19,600	39,700	41,100
10-3007	Prior supplemental assessment	-	-	8,500	8,600
10-3008	Public utility	10,900	10,900	19,700	20,400
10-3009	State-Homeowners Prop. Tax Relief	4,100	4,100	5,300	5,500
Total property taxes		1,333,100	1,333,100	1,294,400	1,339,800
Street Light Assessment					
10-3101	Street light assessment	404,300	404,300	452,500	468,300
Interest on Investments					
10-3201	Interest	30,000	30,000	30,000	30,000
From Other Governmental Agencies					
10-3301	Prop 68 Grant Funding*	56,000	56,000	44,000	60,000
10-3302	Senior Meal Gap Program	-	-	-	-
10-3303	FEMA Grant - COVID 19	-	-	-	-
10-3304	County-Street Sweep Reimbursement *	80,000	80,000	79,900	80,000
Total other governmental agencies		136,000	136,000	123,900	140,000
Permit and Rental Fees					
10-3401	Tennis Court Reservations	41,000	21,000	21,000	21,000
10-3402	Tennis Instructor Private Lessons	38,000	16,000	16,000	16,000
10-3403	Basketball Court Reservations	-	-	-	-
10-3404	Sand Volleyball Court Reservations	-	-	-	-
10-3405	Rossmoor Park Ball Field Reservations	12,500	12,500	12,500	12,500
10-3406	Rush Park Ball Field Reservations	12,500	12,500	12,500	12,500
10-3407	Pickleball Court Reservations	-	12,000	12,000	12,000
10-3408	Pickleball Instructor Private Lessons	-	3,000	3,000	3,000
10-3411	Signature Wall Banner Rental	300	300	300	300
10-3421	Tree Trim Permit	5,000	5,000	5,000	5,000
10-3422	Tree Violation Fines	-	-	-	-
10-3431	Rossmoor Building Rental	2,500	2,500	2,500	2,500
10-3432	Rossmoor Park Picnic Site	2,500	2,500	2,500	2,500
10-3433	Rossmoor Park Horseshoe Rentals	-	-	-	-
10-3441	Montecito Building Rental	25,000	25,000	25,000	25,000
10-3451	Rush Building Rental	67,000	67,000	67,000	67,000
			7,000	7,000	7,000
10-3453	Rush Park Kitchen	1,000	1,000	1,000	1,000
Total permit and rental fees		207,300	187,300	187,300	187,300
Miscellaneous Revenues					
10-3501	Miscellaneous	10,000	10,000	10,000	10,000
10-3502	Sponsorship	25,000	25,000	25,000	25,000
Total miscellaneous revenues		35,000	35,000	35,000	35,000
Total revenues		\$ 2,145,700	\$ 2,125,700	\$ 2,123,100	\$ 2,200,400

Prop 68 grant of \$104,000 is for CIP -- 1) Rush Park Aud Carpet (in #5050) in 23/24 and 2) Rossmoor Park Picnic Shelters (in #5030) in 24/25
* (unsure if the Picnic Shelters can be done during 23-24).

* This budget includes Street Sweeping costs in excess of the County Reimbursement.

**Rossmoor Community Services District
Preliminary Budget
Department 10 - Administrative Services
For the Fiscal Year 2024-2025**

Black Mountain	Description	2023-2024			2024-2025 Preliminary Budget
		Original Budget	Amended Budget	12-Month Projected Estimates to Close	
Salaries and Benefits					
10-5010-4000	Board of Directors' Compensation	\$ 11,000	\$ 11,000	\$ 11,000	\$ 11,000
10-5010-4002	Part-time	82,100	82,100	82,100	82,900
10-5010-4003	Overtime	10,500	12,000	12,000	12,360
10-5010-4005	Event Attendant	-	-	-	-
10-5010-4006	Salaries - Administrative	255,800	257,500	257,500	262,600
10-5010-4008	Salaries - Parks and Recreation	166,100	167,500	167,500	175,300
10-5010-4009	Salaries - Tree	59,700	59,700	59,700	61,400
10-5010-4007	Mileage Reimbursement	2,100	2,100	2,100	2,160
10-5010-4010	Workers' Compensation Insurance	15,000	15,000	12,000	11,500
10-5010-4011	Medical Insurance	84,000	84,000	87,400	99,780
10-5010-4015	Payroll Taxes	56,390	56,390	56,390	58,080
10-5010-40XX	Deferred Compensation Match - NEW	-	-	-	10,600
Total salaries and benefits		742,690	747,290	747,690	787,680
Operations and Maintenances					
10-5010-5002	Insurance - Liability	41,000	41,000	41,000	48,700
10-5010-5004	Membership & Dues	9,980	10,500	10,500	10,820
10-5010-5006	Travel & Meetings	2,630	2,630	2,630	2,710
10-5010-5007	Televised Meeting Costs	23,100	23,100	23,100	23,790
10-5010-5008	Gasoline	5,250	5,250	5,250	5,410
10-5010-5010	Publications & Legal Notice	7,880	7,880	7,880	8,120
10-5010-5012	Printing	4,200	4,200	4,200	4,330
10-5010-5014	Postage	2,100	2,100	2,100	2,160
10-5010-5016	Office & Meeting Supplies	15,750	15,750	15,750	16,220
10-5010-5018	Janitorial Supplies	20,790	20,790	20,790	21,410
10-5010-5020	Telephone	10,500	10,500	10,500	10,820
10-5010-5021	Computer/Email/Server Costs	5,250	9,000	9,000	9,270
10-5010-5030	Vehicle Maintenance	10,500	10,500	10,500	10,820
10-5010-5032	Buildings & Grounds-Maintenance	85,050	85,050	85,050	87,600
10-5010-5045	Miscellaneous Expenditures	21,000	21,000	21,000	21,630
10-5010-5046	Bank Service Charges	4,200	4,200	4,200	4,330
10-5010-5050	Elections	-	-	-	13,820
Total operations and maintenance		269,180	273,450	273,450	301,960
Contract Services					
10-5010-5610	Legal Services	65,520	65,520	65,520	67,490
10-5010-5615	Financial Audit - Consulting	19,950	19,950	19,950	20,550
10-5010-5620	Outsourced Financial Consultant	72,450	72,450	72,000	74,160
10-5010-5670	Other Professional Services	42,000	42,000	42,000	43,260
Total Contract Services		199,920	199,920	199,470	205,460
Capital Expenditures					
10-5010-6010	Equipment	2,100	2,100	2,100	2,160
10-5010-6025	Software	10,500	10,500	10,500	10,820
Total Capital Expenditures		12,600	12,600	12,600	12,980
Total Expenditures		\$ 1,224,390	\$ 1,233,260	\$ 1,233,210	\$ 1,308,080

* assuming 3% increase on Salaries

**Rossmoor Community Services District
Preliminary Budget
Department 20 - Recreation
For the Fiscal Year 2024-2025**

Black Mountain	Description	2023-2024			2024-2025 Preliminary Budget
		Original Budget	Amended Budget	12-Month Projected Estimates to Close	
Operations and Maintenances					
10-5020-5017	Community Events	\$ 63,000	\$ 63,000	\$ 63,000	\$ 68,650
Total operations and maintenance		<u>63,000</u>	<u>63,000</u>	<u>63,000</u>	<u>68,650</u>
Total Expenditures		<u>\$ 63,000</u>	<u>\$ 63,000</u>	<u>\$ 63,000</u>	<u>\$ 68,650</u>

**Rossmoor Community Services District
Preliminary Budget
Department 30 - Rossmoor Park
For the Fiscal Year 2024-2025**

Black Mountain	Description	2023-2024			2024-2025 Preliminary Budget
		Original Budget	Amended Budget	12-Month Projected Estimates to Close	
Operations and Maintenances					
10-5030-5018	Janitorial Supplies	\$ -	\$ -	\$ -	\$ -
10-5030-5022	Utilities	13,130	13,130	13,130	13,520
10-5030-5023	Water	63,000	63,000	63,000	64,890
10-5030-5025	Secured Property Tax	1,260	1,260	1,260	1,300
10-5030-5030	Vehicle Maintenance	-	-	-	-
10-5030-5032	Buildings & Grounds-Maintenance	-	-	-	-
10-5030-5034	Alarm Systems/Security	1,050	1,050	1,050	1,080
10-5030-5045	Miscellaneous Expenditures	4,730	4,730	4,730	4,870
10-5030-5051	Equipment Rental	530	530	530	550
10-5030-5032	Minor Facility Repairs/Tools	1,050	1,050	1,050	1,080
Total operations and maintenance		84,750	84,750	84,750	87,290
Contract Services					
10-5030-5655	Landscape Maintenance/Janitorial Services	34,500	34,500	34,500	36,000
Total Contract Services		34,500	34,500	34,500	36,000
Capital Expenditures					
10-5030-6005	Buildings and improvements	90,000	101,395	61,400	75,000
Total Capital Expenditures		90,000	101,395	61,400	75,000
Total Expenditures		\$ 209,250	\$ 220,645	\$ 180,650	\$ 198,290
Capital expenditures breakdown:					
	Picnic Shelter - Rossmoor Park (Grant) (1)	40,000	40,000	-	75,000
	Resurface basketball and tennis courts	50,000	61,395	61,400	-
		90,000	101,395	61,400	75,000

(1) For the Rossmoor Picnic Shelters, the project is rebudgeted in 24/25 for the full remaining allocation of the Prop 68 Grant. If the project is done in 23/24, the budget in 24/25 will be reduced or eliminated for 23/24 expenditures.

* Brightview Landscape Services / Landcare
April 1, 2023 - March 31, 2024: \$ 5,312.33 /month
April 1, 2024 - March 31, 2025: \$ 6,665 /month

Allocation:
45.0% Rossmoor Park
45.0% Rush Park
5.0% Montecito Center
5.0% Mini-Parks

**Rossmoor Community Services District
Preliminary Budget
Department 40 - Montecito Center
For the Fiscal Year 2024-2025**

Black Mountain	Description	2023-2024		12-Month Projected Estimates to Close	2024-2025 Preliminary Budget
		Original Budget	Amended Budget		
Operations and Maintenances					
10-5040-5018	Janitorial Supplies	\$ -	\$ -	\$ -	\$ -
10-5040-5022	Utilities	2,100	2,100	2,100	2,160
10-5040-5023	Water	4,730	4,730	4,730	4,870
10-5040-5025	Secured Property Tax	1,050	1,050	1,050	1,080
10-5040-5030	Vehicle Maintenance	-	-	-	-
10-5040-5032	Buildings & Grounds-Maintenance	-	-	-	-
10-5040-5034	Alarm Systems/Security	680	680	680	700
10-5040-5045	Miscellaneous Expenditures	530	530	530	550
10-5040-5052	Minor Facility Repairs/Tools	530	530	530	550
Total operations and maintenance		9,620	9,620	9,620	9,910
Contract Services					
10-5040-5655	Landscape Maintenance/Janitorial Services	3,830	3,830	3,830	4,000
Total Contract Services		3,830	3,830	3,830	4,000
Total Expenditures		\$ 13,450	\$ 13,450	\$ 13,450	\$ 13,910

* Brightview Landscape Services / Landcare
April 1, 2023 - March 31, 2024: \$ 5,312.33 /month
April 1, 2024 - March 31, 2025: \$ 6,665 /month

Allocation:
45.0% Rossmoor Park
45.0% Rush Park
5.0% Montecito Center
5.0% Mini-Parks

**Rossmoor Community Services District
Preliminary Budget
Department 50 - Rush Park
For the Fiscal Year 2024-2025**

Black Mountain	Description	2023-2024		12-Month Projected Estimates to Close	2024-2025 Preliminary Budget
		Original Budget	Amended Budget		
Operations and Maintenances					
10-5050-5018	Janitorial Supplies	\$ -	\$ -	\$ -	\$ -
10-5050-5022	Utilities	33,180	33,180	33,180	34,180
10-5050-5023	Water	52,500	52,500	52,500	54,080
10-5050-5025	Secured Property Tax	4,410	4,410	4,410	4,540
10-5050-5030	Vehicle Maintenance	-	-	-	-
10-5050-5032	Buildings & Grounds-Maintenance	-	-	-	-
10-5050-5034	Alarm Systems/Security	840	840	840	870
10-5050-5045	Miscellaneous Expenditures	530	530	530	550
10-5050-5051	Equipment Rental	1,580	1,580	1,580	1,630
10-5050-5052	Minor Facility Repairs/Tools	530	530	530	550
Total operations and maintenance		93,570	93,570	93,570	96,400
Contract Services					
10-50-5655	Landscape Maintenance/Janitorial Services	34,500	34,500	34,500	36,000
Total Contract Services		34,500	34,500	34,500	36,000
Capital Expenditures					
10-50-6005	Building and Improvements	65,000	65,000	75,000	-
10-50-6010	Equipment	-	-	-	-
Total Capital Expenditures		65,000	65,000	75,000	-
Total Expenditures		\$ 193,070	\$ 193,070	\$ 203,070	\$ 132,400
Capital expenditures breakdown:					
	Flooring for the Auditorium (Grant)	30,000	30,000	55,000	-
	Rush Park Auditorium roof repair	35,000	35,000	20,000	-
		65,000	65,000	75,000	-

* Brightview Landscape Services / Landcare
April 1, 2023 - March 31, 2024: \$ 5,312.33 /month
April 1, 2024 - March 31, 2025: \$ 6,665 /month

Allocation:
45.0% Rossmoor Park
45.0% Rush Park
5.0% Montecito Center
5.0% Mini-Parks

**Rossmoor Community Services District
Preliminary Budget
Department 60 -Street Lighting
For the Fiscal Year 2024-2025**

	Black Mountain	Description	2023-2024		12-Month Projected Estimates to Close	2024-2025 Preliminary Budget
			Original Budget	Amended Budget		
Contract Services						
	10-5060-5650	Street Lighting and Maintenance	\$ 113,100	\$ 113,100	\$ 115,000	\$ 120,800
Total Contract Services			113,100	113,100	115,000	120,800
Total Expenditures			\$ 113,100	\$ 113,100	\$ 115,000	\$ 120,800

**Rossmoor Community Services District
Preliminary Budget
Department 70 - Street Sweeping
For the Fiscal Year 2024-2025**

			2023-2024		12-Month	2024-2025
Black Mountain	Description	Original Budget	Amended Budget	Projected Estimates to Close	Preliminary Budget	
Contract Services						
10-5070-5642	Street Sweeping	\$ 83,100	\$ 83,100	\$ 86,000	\$ 81,360	
Total Contract Services		83,100	83,100	86,000	81,360	
Total expenditures		\$ 83,100	\$ 83,100	\$ 86,000	\$ 81,360	

**Rossmoor Community Services District
Preliminary Budget
Department 80 - Parkway Tree
For the Fiscal Year 2024-2025**

Black Mountain	Description	2023-2024			2024-2025 Preliminary Budget
		Original Budget	Amended Budget	12-Month Projected Estimates to Close	
Operations and Maintenances					
10-5080-5017	Community Events	\$ 1,580	\$ 1,580	\$ 1,580	\$ 1,630
Total operations and maintenance		1,580	1,580	1,580	1,630
Contract Services					
10-5080-5656	Tree Trimming	137,030	137,030	137,030	141,110
10-5080-5660	Tree Removal	3,150	3,150	3,150	3,240
Total Contract Services		140,180	140,180	140,180	144,350
Capital Expenditures					
10-5080-6015	Trees	47,250	47,250	47,250	48,670
Total capital expenditures		47,250	47,250	47,250	48,670
Total expenditures		\$ 189,010	\$ 189,010	\$ 189,010	\$ 194,650

**Rossmoor Community Services District
Preliminary Budget
Department 90 - Mini-Parks and Medians
For the Fiscal Year 2024-2025**

Black Mountain	Description	2023-2024			2024-2025 Preliminary Budget
		Original Budget	Amended Budget	12-Month Projected Estimates to Close	
Operations and Maintenances					
10-5090-5022	Utilities	\$ 530	\$ 530	\$ 530	\$ 550
10-5090-5023	Water	10,500	10,500	10,500	10,820
10-5090-5032	Buildings & Grounds-Maintenance	-	-	-	-
10-5090-5045	Miscellaneous Expenditures	110	110	110	110
10-5090-5051	Equipment Rental	110	110	110	110
10-5090-5052	Minor Facility Repairs/Tools	110	110	110	110
Total operations and maintenance		11,360	11,360	11,360	11,700
Contract Services					
10-5090-5655	Landscape Maintenance/Janitorial Services	3,830	3,830	3,830	4,000
Total Contract Services		3,830	3,830	3,830	4,000
Capital Expenditures					
10-5090-6005	Building and Improvements	-	-	-	-
Total capital expenditures		-	-	-	-
Total expenditures		\$ 15,190	\$ 15,190	\$ 15,190	\$ 15,700

* Brightview Landscape Services / Landcare
April 1, 2023 - March 31, 2024: \$ 5,312.33 /month
April 1, 2024 - March 31, 2025: \$ 6,665 /month

Allocation:
45.0% Rossmoor Park
45.0% Rush Park
5.0% Montecito Center
5.0% Mini-Parks

Rossmoor Community Services District

Policy

No. 3020

BUDGET PREPARATION, ADOPTION AND REVISION

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

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

3020.21 RCSD Five-Year Fiscal Plan: Concurrently with the preparation of the Preliminary Budget, the General Manager shall update the Plan for review by the Budget Committee.

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

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

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

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

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

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

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

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

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

3020.70 Second Public Notice: The public notice must be published a second time at least two (2) weeks before the Final Budget hearing in at least one newspaper of general circulation in accordance with Section 61110(d) of the Government Code.

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

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

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

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

Amended: November 9, 2004
Amended: January 11, 2005
Amended: April 10, 2007
Amended: October 9, 2007
Amended: January 13, 2009
Amended: January 10, 2012
Amended: February 14, 2017

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-2

Date: April 9, 2024

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: DISCUSSION AND POSSIBLE ACTION REGARDING BIDS RECEIVED FOR AUDITORIUM FLOORING PROJECT

RECOMMENDATION

The CIP and Budget Committees each met on March 21, 2024 to review all bids received on the Rush Park Auditorium Project. Both Committees are recommending that the Rossmoor Community Services District (RCSD) Board Of Directors award a contract in the amount of \$54,924.00 for the Rush Park Auditorium Flooring Project and reject all other bids.

BACKGROUND

The auditorium carpet was last installed in 2007, (17 years). The Rossmoor Community Services District has performed ongoing maintenance on a regular basis cleaning carpets twice a year or as needed. The life span of the carpet is anywhere from 15 to 20 years depending on preventive maintenance and amount of wear and tear.

The bid invitation for the Rush Park Auditorium Flooring Project went out on February 2, 2024 (see Attachment 1 News Enterprise advertisement). Bids were due at the RCSD office on March 8, 2024. Bidders were instructed to provide bids on three (3) different scenarios, each with two (2) sets of material specifications (see Attachment 2).

Scenario One: Complete Carpet in the Auditorium and Vinyl Plank Flooring in the East Room

Scenario Two: A combination of Carpet and Vinyl Plank in the Auditorium and Vinyl Plank Flooring in the East Room

Scenario Three: Complete Vinyl Plank Flooring in the Auditorium and Vinyl Plank Flooring in the East Room

Scenario Two is being recommended by both the CIP and Budget Committees.

FINDINGS

The Rossmoor Community Services District received bids from three companies that met all of the bid package criteria. All bids were opened on March 8, 2024 and the lowest bid for Scenario Two with upgraded material specifications was in the amount of \$54,924 submitted by FloorTech. The amounts for each bid on Scenario Two with upgraded material specifications are shown below:

- **\$54,924** **FloorTech**
- **\$73,500** **Bixby Carpets and Flooring**
- **\$84,967** **Kerr Floors**

FISCAL IMPACT

The RCSD Board of Directors adopted the 2023-2024 budget that includes \$65,000 in Capital Improvements (Department 10-50-6005) for Building and Improvements. Of that amount, \$30,000 is budgeted for auditorium flooring. It is anticipated that Prop 68 Grant funding will reimburse the District for 80% of the cost of the flooring project – approximately \$44,000 of the \$55,000 bid. Grant funding is flexible and approximately \$10,000 will be transferred in order to fund the project.

ATTACHMENTS

1. News Enterprise Advertisement
2. Bid Summary Spreadsheet

ROSSMOOR COMMUNITY SERVICES DISTRICT NOTICE INVITING BIDS
NOTICE IS HEREBY GIVEN that the Rossmoor Community Services District ("RCS D") invites sealed bids for the Rush Park Auditorium Flooring Project ("Project"). The Project site is located at 3021 Blume Drive, Rossmoor, CA 90720.

ATTACHMENT 1

1. **BID SUBMISSION AND OPENING.** RCS D will receive such bids via delivery to the RCS D offices, located at 3001 Blume Drive, Rossmoor, CA 90720, up to the hour of 11:30 a.m., on the 8th of March 2024, at which time they will be opened publicly and read aloud outside the offices of RCS D at 11:45 a.m. Any bid received after the scheduled closing time for the receipt of bids shall be returned to the bidder unopened. It shall be the sole responsibility of the bidder to see that his/her/its bid is received by the deadline.

2. **BID CONTENTS.** Sealed bid proposals shall bear the title of the Project and name of the bidder but no other distinguishing marks.

Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, plant facilities and all management, permits, labor and services. In the event of a price difference quoted in words and a price quoted in numbers for the same quotation, the words shall prevail.

In preparing bid prices, the bidder represents that he/she/it has carefully examined the contract documents, and the physical conditions and investigations pertaining to the job site where the work is to be performed and that he/she/it has familiarized himself/herself/itself with all local conditions and federal, state and local laws, ordinances, rules, and regulations that may affect performance of the work.

3. **BID PACKAGE.** The Bid Package is available on RCS D's website at www.rossmoor-csd.org. All prospective bidders that wish to obtain a hard copy of the Bid Package must make an appointment to pick up the Bid Package at the RCS D office by contacting Joe Mendoza at JMendoza@Rossmoor-CSD.org. Alternatively, prospective bidders may request that a hard copy be mailed to them by contacting JMendoza@Rossmoor-CSD.org or Jessica Verduzco at JVerduzco@Rossmoor-CSD.org. Please be advised that it is the bidder's responsibility to obtain the Bid Package in sufficient time to deliver a sealed bid on or before the deadline.

4. **MANDATORY PRE-BID CONFERENCE AND SITE INSPECTION.** A mandatory pre-bid conference and site inspection will be held on Wednesday, February 14, 2024, at 10:00 am.

5. **ADDITIONAL INSPECTIONS OF PROJECT SITE.** Bidders for this Project may conduct additional site inspections of the existing surfaces before submitting bids. To conduct an additional site inspection, bidders should contact the RCS D office at (562) 430-3707 or Joe Mendoza at JMendoza@Rossmoor-CSD.org to make an appointment.

6. **LICENSES, PERMITS AND INSPECTIONS.** A valid Class A General Engineering Contractor License or a C-32 Parking and Highway Improvement License, issued by the California Contractors State License Board, is required at the time the contract is awarded, pursuant to Public Contract Code section 3300. Each bidder must also be qualified as required by law at the time of the bid opening.

7. **REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS.** Pursuant to

Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work unless registered and qualified pursuant to Labor Code section 1725.5.

8. **PREVAILING WAGES.** This Project is a "public work" subject to the prevailing wage requirements. Pursuant to provisions of Sections 1770 et seq. of the Labor Code, all works employed on the Project shall be paid not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations (DIR) for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. Copies of the prevailing rate of per diem wages are on file with RCS D and are available to any interested party upon request. The applicable State prevailing wages are also set forth on the Department of Industrial Relations' website: <http://www.dir.ca.gov>; these rates are subject to predetermined increases. The prime contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the DIR.

9. **BID SECURITY.** Each bid must be submitted with a certified check, cashier's check, or a bid bond, made payable to or in favor of the Rossmoor Community Services District, in an amount equal to at least five percent (5%) of the total amount of the bid. No bid will be considered unless accompanied by such certified check, cashier's check, or bid bond.

10. **PAYMENT, PERFORMANCE AND WARRANTY BONDS.** Prior to commencement of work, the successful bidder will be required to provide a payment bond and a performance bond, each in an amount to no less than one hundred percent (100%) of the total amount payable pursuant to the contract. The successful bidder will also be required to provide a materials and workmanship warranty bond for no less than a one (1) year period from the date of the recorded Notice of Completion. At the discretion of the RCS D, this warranty bond will be used to repair and/or replace any defective or deficient materials and/or workmanship used, supplied or provided. The bonds shall be executed by an admitted surety insurer. The bonds shall be in a form approved by RCS D.

11. **RETENTION.** As authorized by Public Contract Code section 7201(b)(1), RCS D withholds five percent (5%) of each progress payment as retention. Pursuant to Public Contract Code section 22300, the successful bidder may substitute certain securities for money withheld by the RCS D to ensure performance of the contract. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the contractor. Securities will be returned to the contractor upon satisfactory completion of the contract.

12. **NON-DISCRIMINATION.** The bidding process and contract are subject to State and Federal non-discrimination requirements, including but not limited to the requirement that no person or business shall discriminate on the basis of race, color, national origin, ancestry, religious creed, physical disability, mental disability, medical condition, marital status, sex, gender, gender expression, gender identity, sexual orientation, age, or military or veteran status in its solicitation, selection, hiring, or treatment of individuals or businesses in connection with the bidding process or work performed for RCS D in connection with the Project.

13. **ADDITIONAL REQUIREMENTS.** This Project is subject to all applicable local, state, and federal regulations and requirements.

14. **RCS D'S RIGHT TO REJECT BIDS.** RCS D reserves the right, in its sole discretion, to reject any or all bids, or to waive any minor irregularities or informalities in any bid.

For further information regarding this Project, please contact Joe Mendoza at JMendoza@Rossmoor-CSD.org.

AUDITORIUM/EAST ROOM FLOORING - BID SUMMARY

SCENARIO #1 FLOORING TYPE	DESCRIPTION	KERR FLOORS INC.		BIBBY	FLOOR TECH	Using Lowest Bid	
		BID AMOUNT	BID AMOUNT			80% Covered by Prop 68 Grant	Net Cost to District
CARPET LVP-EAST RM	ALADDIN SCHOLARSHIP II 26: COLOR: 559 PORTOFINO 5TH & MAIN LVP STYLE: WOOD COLOR: 730 FERRULE	\$ 57,633.00	\$ 10,524.00	\$ 45,000.00	\$ 32,128.00	\$ 7,870.00	
	TOTAL \$	68,157.00		\$ 54,000.00	\$ 39,998.00		\$ 7,999.60
CARPET ALT VINYL ALT	BENTLEY COIN-OP II BROADLOOM & CARPET TILE EVO ACOUSTICAL VINYL TILE (AVT) COLOR: TBD	\$ 69,580.00	\$ 12,965.00	\$ 60,000.00	\$ 45,150.00	\$ 7,395.00	
	TOTAL \$	82,545.00		\$ 70,800.00	\$ 52,545.00		\$ 10,509.00
SCENARIO #2 FLOORING TYPE	DESCRIPTION	BID AMOUNT	BID AMOUNT	BID AMOUNT	BID AMOUNT		
CARPET LVP-EAST RM/DNC FLR	ALADDIN SCHOLARSHIP II 26: COLOR: 559 PORTOFINO 5TH & MAIN LVP STYLE: WOOD COLOR: 730 FERRULE	\$ 51,749.00	\$ 18,194.00	\$ 42,000.00	\$ 31,210.00	\$ 13,995.00	
	TOTAL \$	69,943.00		\$ 56,500.00	\$ 45,205.00		\$ 9,041.00
CARPET ALT VINYL ALT	BENTLEY COIN OP-II BROADLOOM & CARPET TILE EVO ACOUSTICAL VINYL TILE (AVT) COLOR: TBD	\$ 62,476.00	\$ 22,491.00	\$ 55,000.00	\$ 41,854.00	\$ 13,070.00	
	TOTAL \$	84,967.00		\$ 73,500.00	\$ 54,924.00		\$ 10,984.80
SCENARIO #3 FLOORING TYPE	DESCRIPTION	BID AMOUNT	BID AMOUNT	BID AMOUNT	BID AMOUNT		
LVP-EAST RM/FULL AUD	5TH & MAIN LVP STYLE: WOOD COLOR: 730 FERRULE	\$ 88,822.00	\$ 88,822.00	\$ 100,000.00	\$ 80,625.00	\$ 16,125.00	
	TOTAL \$	88,822.00		\$ 100,000.00	\$ 80,625.00		\$ 16,125.00
VINYL ALT	EVO ACOUSTICAL VINYL TILE (AVT) COLOR: TBD	\$ 110,347.00	\$ 110,347.00	\$ 120,000.00	\$ 75,560.00	\$ 15,112.00	
	TOTAL \$	110,347.00		\$ 120,000.00	\$ 75,560.00		\$ 15,112.00

CIP and Budget Committee Recommendation

Rush Park Flooring Budget Amount **\$30,000.00**
 Rush Park Available Grant Funds **\$39,824.00**
 Rossmoor Park Available Grant Funds **\$64,623.00**
 Total Available Grant Funds **\$104,447.00**

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-3

Date: April 9, 2024

To: Honorable Board of Directors

From: General Manager Joe Mendoza

Subject: DISCUSSION AND ACTION RE: AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A CONTRACT WITH ELITE SPECIAL EVENTS TO PROVIDE SERVICES AT THE 2024 ROSSMOOR WELLNESS FESTIVAL.

RECOMMENDATION

The Rossmoor Community Services District (RCSD) Personnel and Contract Administration Committee (Directors Maynard and DeMarco) met on February 29, 2024 and is recommending that the Board of Directors authorize the General Manager, in consultation with General Counsel, to sign the agreement in substantial form as attached hereto for Event Operation for the 2024 Rossmoor Health and Wellness Festival by and between Rossmoor Community Services District and Elite Special Events for the following event date – May 11, 2024

BACKGROUND

Rossmoor Community Services District (RCSD) contracted with Elite Special Events for the 2022 and 2023 Summer and Winter Festivals. The partnership has been a great success and brings together the entire community for food, fun, and entertainment.

ATTACHMENTS

1. Elite Special Events Draft Contract – 2024 Health and Wellness Festival

DRAFT

ROSSMOOR COMMUNITY SERVICES DISTRICT
PROFESSIONAL SERVICES AGREEMENT
ELITE SPECIAL EVENTS, INC.
HEALTH & WELLNESS FESTIVAL
2024

1. PARTIES AND DATE.

This Professional Services Agreement is made and entered into this 9th day of April, 2024 (“Effective Date”), by and between the Rossmoor Community Services District, a public agency (“District”) and Elite Special Events, Inc., a California corporation (“Contractor” or “Promoter”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Contractor.

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

2.2 Project.

District desires to engage Contractor to organize and promote a health and wellness festival that will take place at Rush Park, located at 3021 Blume Dr., Los Alamitos, CA 90720, on May 11, 2024 (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be for a period commencing on Effective Date and ending on May 12, 2024, unless earlier terminated or extended as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Contractor.

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

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

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

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

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

3.2.5.1 Minimum Requirements.

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

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

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

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

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

3.2.5.2 Insurance Provisions.

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

(B) Duration of coverage. Contractor shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection

with the performance of the Work hereunder by Contractor, their agents, representatives, employees, or Subcontractors.

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

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

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

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

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

(H) Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance

proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

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

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

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

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

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

3.3 Fees and Payments.

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

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

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

3.4 General Provisions.

3.4.1 Termination of Agreement. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. District may terminate this Agreement for cause upon five (5) days written notice to Contractor based. Contractor may only terminate this Agreement for cause, by providing at least thirty (30) days written notice to District. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation.

3.4.2 Representatives. District's General Manager or his or her designee shall be the representative of District for purposes of this Agreement and may issue all consents, approvals, directives, or agreements on behalf of District called for by this Agreement. Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement.

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

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

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

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

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

3.4.5 Indemnification. Contractor agrees to defend, with counsel acceptable to District, indemnify, and hold free and harmless District, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against District, its elected officials, officers, agents and employees arising out of the performance of Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against District, its elected officials, officers, agents and employees based upon the work performed by Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of District for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of District. This provision shall supersede and replace all other indemnity provisions contained either in the District's specifications or Contractor's proposal, which shall be of no force and effect.

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

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

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

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

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

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

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

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

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

3.4.15 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

3.4.16 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its

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

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

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

**ROSSMOOR COMMUNITY
SERVICES DISTRICT**

By: _____
Joe Mendoza
General Manager

Date: _____

ELITE SPECIAL EVENTS, INC.

By: _____
Ted Holcomb
President

Date: _____

APPROVED AS TO FORM FOR DISTRICT

By: _____
Tarquin Preziosi
General Counsel

Exhibit "A"

SCOPE OF SERVICES
FOR 2024 HEALTH AND WELLNESS FESTIVAL



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

- 1. Duration** – The PROMOTER will organize a Health and Wellness Festival that will take place at Rush Park on May 11 from 11-4pm.
- 2. Exclusivity** – Except as otherwise provided herein, the PROMOTER shall have the exclusive right to produce, present and promote these Health and Wellness events at this venue during the times and date listed above and will have exclusivity on renting space to vendors, providing carnival, entertainment and promoting the Events. DISTRICT retains the right to also promote the Events and obtain additional sponsors. DISTRICT may in its sole and absolute discretion reject and/or deny sponsorship of the Events by, and/or the rental of space to, any person or entity procured, proposed and/or identified by PROMOTER.
- 3. Promoter's Duties** – The PROMOTER shall be responsible for all duties pertaining to the shows at the Events which includes renting space to Food Trucks, health industry related vendors, and local businesses, Organizing the carnival area and staffing the entire Event. PROMOTER will provide all show equipment which includes, but not limited to, tents, stages, and carnival area equipment. PROMOTER will also promote and advertise the Event. Carnival and stage will be subsidized by RCSD through their sponsorships. PROMOTER to work with DISTRICT and its contacts to schedule stage entertainment from 11-4pm.
- 3.5. Provision of Alcohol** – No alcohol will be sold at this event.
- 4. District's Duties** – The DISTRICT will provide venue to PROMOTER free and clear of any other events on the Event dates and have the Park area to be used for the Event cleaned and groomed prior to Event. DISTRICT may provide volunteer security (including Orange County Sheriff's Department cadets) to assist Elite staff with security and crowd control at event. DISTRICT will provide maintenance to assist in cleaning after the event. DISTRICT will provide public restroom. District may contribute towards promotion of the event including free kids zone, silent disco, DJ and banners.
- 5. Compensation** – PROMOTER shall retain as compensation for its services 100% of the income it receives from renting space to Food Trucks, vendors, local businesses. PROMOTER shall be responsible for paying for all of the expenses not listed in previous paragraph. District may obtain sponsors for the event and keep 100% of the income. DISTRICT shall retain, and PROMOTER shall have no right to, any and all monies and/or donations that it receives directly

from Event sponsors, including but not limited to sponsors that DISTRICT has procured for the Events.

6. Maintenance – Elite and RCSD will team up to clean park. RCSD will have staff to open bathrooms and clean and provide trash receptacles with bags throughout the event.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-1

Date: April 9, 2024
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: GENERAL MANAGER ITEMS

RECOMMENDATION

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

INFORMATION

Below is a brief overview of recent achievements, future projects, and upcoming programs:

- The recent Farmer Market Easter Egg Festival on March 28, 2024, was a huge success. Staff is looking forward to next year and increasing program amenities and activities.
- The Arbor Day Event on Friday April 5, 2024, provided educational opportunities, crafts, games and tree plantings for both youth and adults to enjoy. Staff will provide attendance figures and photos during the board meeting.
- Staff attended the VIP Celebration for the UCI announcement of taking the leadership role and operation of the Los Alamitos Medical Center on Friday April 5, 2024.

UPCOMING ENGAGEMENTS

- Health and Wellness Festival will be held on May 11, 2024, from 11am to 4pm. at Rush Park.
- Mark your calendars to attend the collaborative effort to bring awareness to swimming pool safety. RCSD and Darin and Lindsay Ludwig will jointly be providing on Saturday May 18th from 10:00am-11:30am.
- Shakespeare in the Park will be held on July 5th and 6th at Rush Park beginning at 7 pm.
- Pickleball Court Resurfacing will be scheduled as weather permits.
- The new contract for Landscape Maintenance began on April 1, 2024. Staff met with LandCare Inc. representatives and are closely monitoring service and performance.
- Congresswoman Michelle Steel's office has been informed by the USPS that in order for the RCSD to properly request a new zip code, the County of Orange needs to send a letter requesting this action. This is due to the RCSD being an unincorporated area

under the direct jurisdiction of the County of Orange. Michelle Steel's office is unable to request the change on behalf of the RCSD from any of its staff or Board members as individuals.

- PIFC – Staff is currently in the process of filing forms for tax years 2015-2023 to bring the FTB system current. Once complete, forms reinstating the PIFC as a non-profit organization will be filed. Since the non-profit designation has been revoked, there will be a \$50 penalty fee to reinstate.
- Please mark your calendars for the following line-up of events:
 - May 11 – Health & Wellness Festival
 - June 8 – Family Festival – featuring Knyght Ryder
 - June 14 – Movie in the Park (Rush) – Trolls Band Together
 - July 5 – Shakespeare in the Park (Rush) – Henry IV
 - July 6 – Shakespeare in the Park (Rush) - Cardenio
 - July 13 – Family Festival – featuring Stone Soul
 - July 19 – Movie in the Park (Rush) – Elemental
 - August 10 – Family Festival – Featuring The Trip
 - August 16 – Movie in the Park (Rossmoor) – Kung Fu Panda
 - September 14 – Family Festival – Featuring The Emperors

NEWLY ADDED CLASSES FOR SENIORS AND YOUTH

- Art classes are now available for kids
 - Teaching K-TK and 1st-5th grades and supporting all the schools in Rossmoor and Los Alamitos area
 - Classes are offered from 3-4 pm for K-TK and 4:30-5:45 pm for 1st-5th grades.
 - Art school will be open weekly on Tuesday, Wednesday and Thursday from 3-6 pm
 - The cost will be \$165 for 4 sessions monthly and siblings will receive 10% discount (Material included)
 - For now, interested parents can text Shab @310-592-3625 or Email at shab.baradaran@gmail.com

- Dance classes

MAC dance Company is an all-ages Latin, Ballroom, Jazz, Hip Hop, Folklorico, Contemporary & Acro-based dance organization serving greater LA & Orange County. Our mission is to serve our community by providing cultural education, self-growth, social skills and creative expression via dance.

Our award-winning dance teams are National Champions—classes are open to ages 6-17, with no experience required! Competition and performance opportunities are available at all levels, and enrollment is open year-round. Try your first class free!

ATTACHMENTS

None