

ROSSMOOR

COMMUNITY SERVICES DISTRICT



Regular Meeting of the Board

Agenda Package

December 14, 2021

AGENDA
BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT

REGULAR MEETING

Please be advised that all persons wishing to attend this meeting may do so in person or via Zoom.

Join Zoom Meeting: <https://zoom.us/j/98120341211?pwd=NGtBQzdkbVpVa0lMdIZiVEhDRnlRUT09>

Enter Meeting ID: **981 2034 1211** and Passcode: **Rossmoor**

RUSH PARK
Auditorium
3021 Blume Drive
Rossmoor, California 90720

Tuesday, December 14, 2021

7:00 p.m.

This Board meeting will take place in person and virtually via Zoom Webinar pursuant to Assembly Bill 361 and Resolution of the Board of Directors No. 21-10-12-02. To participate in the meeting via Zoom, please follow the following instructions.

1. To Participate via Zoom Webinar:

Please click the link below to join the webinar:

<https://zoom.us/j/98120341211?pwd=NGtBQzdkbVpVa0lMdIZiVEhDRnlRUT09>

Or sign into Zoom.com and "Join a Meeting"

Enter Meeting ID: **981 2034 1211** and Passcode: **Rossmoor**

- *If Zoom is not already installed on your computer, click "Download & Run Zoom" on the launch page and press "Run" when prompted by your browser. If Zoom has previously been installed on your computer, please allow a few moments for the application to launch automatically.*

- *Select "Join Audio via Computer."*

- *The virtual conference room will open. If you receive a message reading, "Please wait for the host to start this meeting," simply remain in the room until the meeting begins.*

- *During the Public Comment Period, use the "raise hand" feature located in the participants' window and wait for district staff to announce your name and unmute your line when it is your turn to speak. Comments are limited to 3 minutes, or as otherwise directed.*

2. To Participate via telephone:

Call: US: +1 669 900 6833 Webinar ID: 981 2034 1211 Passcode: 72057452

*During the Public Comment Period, press *9 to add yourself to the queue and wait for city staff to announce your name/phone number and press *6 to unmute your line when it is your turn to speak. Comments are limited to 3 minutes, or as otherwise directed.*

3. 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 jmendoza@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 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 in 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, it is requested that you state your name for the record. Address the Board as a whole through the President. Comments to individual Directors or staff are not permitted. Speakers are limited to three (3) minutes per item with nine (9) minutes cumulative for the entire meeting. Supporting documentation is available for review in the Rush Park main office, 3001 Blume Drive, Rossmoor, 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 the Vimeo.com or by using the Vimeo icon on the RCSD website at <http://www.rossmoor-csd.org>.

A. ORGANIZATION

1. CALL TO ORDER: 7:00 p.m.
2. ROLL CALL: Directors DeMarco, Nitikman, Rips, Searles
President Barke
3. PLEDGE OF ALLEGIANCE: Director Searles
4. PRESENTATIONS:
 - a. CR&R Three Cart Recycling System presented by Hashem Shokair, Senior Sustainability Manager, CR&R

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. QUARTERLY RECREATION REPORT
2. MONTHLY TRAFFIC SAFETY UPDATE
3. UPDATE REGARDING STATUS OF NEW ACCOUNTING SOFTWARE PROPOSALS FOR THE ROSSMOOR COMMUNITY SERVICES DISTRICT

E. CONSENT CALENDAR

1. MINUTES:

a. Regular Board Meeting of November 9, 2021

2. OCTOBER 2021 REVENUE AND EXPENDITURE REPORT

3. RESOLUTION NO. 21-12-14-01 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT TO CONTINUE CONDUCTING MEETINGS OF THE DISTRICT BOARD AND COMMITTEES REMOTELY AS NEEDED DUE TO HEALTH AND SAFETY CONCERNS FOR THE PUBLIC

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

F. PUBLIC HEARING: None

G. RESOLUTIONS: None

ORDINANCES: None

H. REGULAR CALENDAR

1. CONSIDERATION OF A CONTRACT SERVICES AGREEMENT FOR STREET SWEEPING WITH SUNSET PROPERTY SERVICES

2. PROPOSED REVISIONS TO POLICY NO. 3085, STREET SWEEPING, REGARDING CHANGES TO STREET SWEEPING SCHEDULE

3. DISCUSSION REGARDING PERMANENTLY CHANGING THE DATE OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT MONTHLY REGULAR BOARD MEETINGS

I. GENERAL MANAGER ITEMS

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

J. BOARD MEMBER ITEMS

This part of the agenda is reserved for individual Board members briefly to make general comments, announcements, reports of his or 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.

K. 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.

L. CLOSED SESSION

Public Comment: Members of the public are welcome to address the Board of Directors, at this time, only on those items on the Closed Session agenda.

1. CONFERENCE WITH LEGAL COUNSEL
Anticipated Litigation – One case
Government Code Section 54956.9.

M. ADJOURNMENT

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

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

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

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

CERTIFICATION OF POSTING

I hereby certify that the attached Agenda for the December 14, 2021, 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

JOE MENDOZA
General Manager

Date 12/9/21

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM A-4a

Date: December 14, 2021
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: CR&R THREE CART RECYCLING SYSTEM PRESENTATION BY HASHEM SHOKAIR, SENIOR SUSTAINABILITY MANAGER, CR&R

RECOMMENDATION

Receive and file presentation.

INFORMATION

Hashem Shokair, Senior Sustainability Manager for CR&R Incorporated, will make a presentation regarding the new three cart recycling system. CR&R, in collaboration with the Rossmoor Community Services District (RCSD) has presented two public forums for residents about the new three cart collection system. As a result of the two forums, Frequently Asked Questions were developed and are available to our residents on the RCSD website.

Senate Bill 1383, adopted in 2016, requires all agencies in California to reduce organic waste sent to landfills as well as mandates other trash handling protocols by 2025. In response to SB 1383, CR&R is transitioning to a three bin collection system for regular waste, recyclables, and green/food waste.

Additional bins and lids will be distributed to the residents in the next four weeks.

ATTACHMENTS

None

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-1

Date: December 14, 2021
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Initiated by Recreation Superintendent Chris Argueta
Subject: QUARTERLY RECREATION REPORT

RECOMMENDATION

Review and file report.

INFORMATION

The Quarterly Recreation Report is intended to provide the Board with the status of the activities and programs being performed to further the District's Recreation Program.

ATTACHMENTS

1. Quarterly Recreation Report
2. Rossmoor Park Quarterly Activity Chart
3. Rush Park Quarterly Activity Chart

RCSD RECREATION DEPARTMENT

QUARTERLY REPORT

December 2021

ATTACHMENT 1

SUMMARY

The District's Recreation Department looks forward to the holidays, as well as bringing in the new year and planning more fun and exciting activities for the community of Rossmoor.

Clean Up Event

RCSD in collaboration with CR&R, a neighborhood bulky item clean-up event was held at the Rush Park parking lot on November 13. Rossmoor residents were able to bring acceptable items that could not be picked up on regular days. With over 200 vehicles throughout the event, a total of 9 large containers and 1 large box truck were filled with items taken away by CR&R. This results in 12.32 tons of bulky items, 3.11 tons of white goods, and 2.34 tons of E-waste removed from Rossmoor. The event was highly successful and we will select a May 2022 date for another bulky item clean-up event.

Rossmoor Winter Festival & Tree Lighting

The Rossmoor Winter Festival and Tree Lighting was presented on Saturday, December 11. The RCSD, along with our great local sponsors, presented the festival on at Rush Park from 4 p.m. to 9 p.m. The community enjoyed the fun festivities along with great local performers, food trucks, vendor area, Santa, a snow area, and great photo opportunities. Youth enjoyed the kids' zone, petting zoo, and pony rides. The lighting of the District's holiday tree was included as part of the Festival. Rossmoor residents were able to enjoy a great an evening of fun and entertainment.

Holiday Coat Drive

Supervisor Katrina Foley is collecting new kids coats as one of her annual holiday drives. Her 'kids coat drive' enters its 13th year. Over the years, Supervisor Foley has distributed thousands of new coats to kids through the Boys & Girls Club. This year she will collect coats through mid-December at locations in all areas she represents, including a collection site at Rush Park. The RCSD is pleased to promote this worthwhile cause with the Supervisor.

Senior Meal Gap Program

In collaboration with Orange County Second District Supervisor Katrina Foley, the Rossmoor Community Services District will be participating in the Senior Meal Gap Program for senior residents of Rossmoor. As part of the allocation through the American Rescue Plan Act (ARPA) of 2021, RCSD has

RCSD RECREATION DEPARTMENT

QUARTERLY REPORT

December 2021

been provided with a generous grant for nutrition assistance efforts as a result of the COVID-19 pandemic. Rossmoor residents 65 years of age and older are invited to receive a \$200 Sprouts gift card. The gift cards will be distributed at the RCSD Office at Rush Park, December 13-18, 2021, from 10 a.m. – noon. One per household and supply is limited. Proof of residency will be required to be eligible for the gift cards.

Blood Drive

The monthly blood drive at the Rush Park Auditorium is coming up again. The next Red Cross Blood Drive will be held at the Rush Park Auditorium on December 15.

Mulch Program

The RCSD is offering free mulch to residents for pick-up at Kempton Park on the 2nd & 4th Saturday of each month between 11 a.m. and 1 p.m. The mulch is provided by West Coast Arborist, Inc. and is comprised of wood chips that come from cut trees that are free from disease.

As the roles and responsibilities of the Recreation Department continue to expand, staff continues to work hard and be motivated to provide a safe environment for the community, by routinely cleaning and monitoring the parks. The Recreation Department is excited for what is in store in the new year for the community of Rossmoor and we look forward to forming new partnerships, maximizing the potential to create community.

Respectfully submitted by,

Chris Argueta
RCSD Recreation Superintendent



ROSSMOOR PARK QUARTERLY ACTIVITY (SEPT-NOV 2021)

	SEPT	OCT	NOV	<u>LOCATION TOTAL:</u>
PLAYGROUND	3701	3822	3789	11312
WALK/RUN	1279	1311	1294	3884
TENNIS	1350	1395	1401	4146
BASKETBALL	750	781	763	2294
VOLLEYBALL	450	421	389	1260
FIELDS 1,2,3	4506	4668	4499	13673
PICNIC SITE A	1957	2009	1943	5909
PICNIC SITE B	1007	1137	1104	3248
PICNIC SITE C	679	792	711	2182
COMMUNITY ROOM	644	665	641	1950
OTHER	301	389	294	984
<u>MONTHLY TOTAL:</u>	16624	17390	16828	50842
				<u>QUARTERLY TOTAL</u>

RUSH PARK QUARTERLY ACTIVITY (SEPT-NOV 2021)

	SEPT	OCT	NOV	<u>LOCATION TOTAL:</u>
PLAYGROUND	3611	3720	3544	10875
WALK/RUN	1327	1395	1305	4027
FIELDS 1,2,3	3750	3875	3689	11314
PICNIC SITE A	1944	2008	1899	5851
PICNIC SITE B	1656	1711	1667	5034
AUDITORIUM	550	587	562	1699
EAST ROOM	155	164	147	466
WEST ROOM	67	84	72	223
MONTECITO	1156	1550	1109	3815
OTHER	332	289	317	938
<u>MONTHLY TOTAL:</u>	14548	15383	14311	44242
				<u>QUARTERLY TOTAL</u>

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-2

Date: December 14, 2021
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: MONTHLY TRAFFIC SAFETY UPDATE

RECOMMENDATION

Review and discuss information provided.

BACKGROUND

President Barke has requested the Rossmoor Community Services District (RCSD) staff provide a monthly update to the RCSD Board of Directors to keep the Board and community informed of measures being taken to address traffic safety within the Rossmoor community.

INFORMATION

Since the last RCSD Board meeting, there has not been a Community Traffic/Safety Advisory Committee meeting. However, work is continuing to progress in the following areas:

- The General Manager continues to work with the City of Cerritos regarding arrangements for the portable radar black box that the City is loaning the RCSD. While the black box has been delivered to RCSD, there has been a delay with the City of Cerritos being able to provide the computer that comes with the black box. Due to the restrictions regarding placing portable devices on Edison-owned electrical poles staff drove the District and sought permission of residents with trees that would provide the same view in order to secure results. Therefore, locations have been determined for the black box.
- The Traffic Safety Committee discussed possible solutions regarding parking issues on the arterial streets along Montecito Road and Bradbury Road. As requested, the General Manager has contacted the City of Seal Beach and is in the process of scheduling a meeting with the owners at the Shops at Rossmoor in order to engage in a discussion regarding the utilization of the parking lot behind the Rossmoor and Seal Beach condominiums and townhomes.
- Committee member Ralph Vartabedian is researching the number of parking spots within each homeowner association and will provide an analysis of usage at the next Community Traffic/Safety Advisory Committee meeting.
- Traffic Committee member Kevin Pearce is gathering information regarding permit parking and enforcement programs from other agencies.
- The General Manager is working with CHP to schedule educational driver and bike safety workshops in 2022 that CHP has offered to provide to the District.

The Traffic Safety Committee will resume meeting in January 2022. The date will be announced once scheduled.

ATTACHMENTS

None

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM D-3

Date: December 14, 2021

To: Honorable Board of Directors

From: General Manager Joe Mendoza
Accountant Ken Pun

Subject: UPDATE REGARDING STATUS OF THE NEW ACCOUNTING SOFTWARE PROPOSALS FOR THE ROSSMOOR COMMUNITY SERVICES DISTRICT

RECOMMENDATION

Receive and file.

INFORMATION

This item is being brought before the Rossmoor Community Services (RCSD) Board of Directors to provide an update on the progress that the General Manager and Accountant have made this past month regarding the status of the new accounting software proposals for the District.

Since our last meeting, the General Manager and Accountant developed and sent out a *Request for Proposals (RFP) or Financial and Accounting Software* (Attachment 1) to the vendors that had been selected from researching firms that would be appropriate for an agency the size of the RCSD and who had received good recommendations from agencies called to inquire about their experience with the respective agencies. Because there are so many applications within each company that would not be necessary for the RCSD, our Accountant focused on an exact list of applications that would be needed in order to reach our goals. The RFP was designed to allow us to be sure that the scope of service would meet the District's needs, while also ensuring that each vendor was quoting the same level of service and software applications so an accurate comparison could be made. We believed this was important to the process and to understanding the cost of the systems.

RFP's were sent to the following accounting software vendors that were determined to be viable candidates; and a brief description of the company is included:

1. Black Mountain

Black Mountain Software is a leading provider of fund accounting, payroll and utility billing solutions for local governments and schools. Across the United States, cities, counties, utilities, special districts and schools chose Black Mountain Software for superior customer support and products that ensure regulatory compliance and improve operational efficiency. Black Mountain Software is committed to being the preferred billing and accounting partner for small cities and towns.

2. Caselle

Caselle software is a total municipal accounting solution. The software is highly flexible which means that there are usually multiple ways of performing the same tasks. Often the

software can be adapted to the user so that even those that have a harder time with data entry and report generation will find Caselle intuitive and easy to use. The highly rated Caselle checklist feature is included in every module and can be used to create a step-by-step process especially designed for the individual end user. This feature guarantees that the same process is run successfully every time no matter who is assigned to do it. This is especially helpful for new employees or when an employee is out on leave. Because Caselle modules are fully integrated, all the various ledgers and reports are consistent, balanced and will reconcile across all departments.

3. Tyler InCode 10 ERP System

Incode® is an integrated ERP system designed to improve financial and personnel management, streamline utility billing, and empower your citizens. Tyler Technologies is the largest and most established provider of integrated software and technology services focused on the public sector. Tyler's end-to-end solutions empower local, state, and federal government entities to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions are transforming how clients gain accountable insights that solve problems in their communities.

The RFP's were due November 23, 2021. Subsequently two firms submitted complete packages:

1. Black Mountain
2. Caselle

Tyler InCode did not submit.

The General Manager and Accountant have begun the process of reviewing the RFP's. We also reached out to the District Auditor for his thoughts or recommendations. He is not familiar with either Black Mountain or Caselle; he noted that his experience is with much more sophisticated software designed for larger agencies that would be much more than the District would need or want. Our representative at BreaIT has also been contacted, because we are trying to ensure that new software will integrate with the District's current computers and systems. We are waiting to hear from BreaIT with their thoughts.

Because of COVID staffing issues in most agencies and businesses, getting information, return calls, and reaching the individuals we need to speak with to get answers to our questions has been a challenge. This is coupled with the fact that the past month has been extremely busy with projects District staff is working on including the new street sweeping schedule and implementation for January 2022, plans for the Winter Festival, arrangements for the Senior Meal Gap Program gift card distribution that required a quick timeline, along with other regular assignments. In addition, due to the holidays and limited availability of the Accountant and the two Board members serving on the Budget Committee between the receipt of the RFP and the December Board meeting, the General Manager and Accountant are not able to make a recommendation to the Board at this time. Both vendors have been advised that the RCSD is still evaluating the proposals, and the proposals are valid as submitted for 90-days.

It is anticipated that a thorough evaluation of the RFP's and a meeting with the Budget Committee will be scheduled in January, to allow this item to be brought back to the Board in February. However, a status update report will be presented to the RCSD Board at their January 11, 2022 meeting.

ATTACHMENTS

- 1. Request for Proposals (RFP) or Financial and Accounting Software

ROSSMOOR COMMUNITY SERVICES DISTRICT

**REQUEST FOR PROPOSALS
FOR
FINANCIAL AND ACCOUNTING SOFTWARE**



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

**ROSSMOOR COMMUNITY SERVICES DISTRICT
REQUEST FOR PROPOSALS
FOR
FINANCIAL AND ACCOUNTING SOFTWARE**

INTRODUCTION AND BACKGROUND

General Information

Rossmoor Community Services District (District) is pleased to issue this Request for Proposals (“RFP”) for the procurement of financial and accounting software to be used in connection with the District’s operations, and shall include all software, and all installation, training and components necessary to utilize the software, such as the software application or – if cloud based – access protocols, and equipment, material, and any labor to complete training and installation.

To respond to this Request for Proposals (RFP), an interested contractor should submit a proposal electronically (in Adobe Acrobat PDF file format) to the Rossmoor Community Services District via email by 2:00 PM on Tuesday, November 23, 2021, to:

Rossmoor Community Services District
Kenneth H. Pun, Contract Accountant
Ken.Pun@pungroup.com

There is no expressed or implied obligation for the District to reimburse responding contractors for any expenses incurred in preparing proposals in response to this request. Proposals submitted are subject to public inspection and will be evaluated by a review committee.

During the evaluation process, the District reserves the right, where it may serve the District’s best interest, to request additional information or clarification from proposers, or to allow corrections of errors and/or omissions. At the discretion of the District, contractors submitting proposals may be requested to make oral presentations as part of the evaluation process.

The District reserves the right to retain all proposals submitted and to use any idea(s) in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the contractor of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the company selected.

It is anticipated the selection of a firm will be completed by December 2021. Following the notification of the selected firm, it is anticipated that a recommendation and proposed contract will be prepared for review and approval by the Board at its December meeting. The District reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items.

Description of Government

Rossmoor Community Services District is located in the Community of Rossmoor in Orange County, California. Approximately 10,500 residents make their home in this unincorporated bedroom community located behind a signature brick wall situated between the cities of Seal Beach and Los Alamitos. The Special District of Rossmoor is governed by a five member Board of Directors, who are elected by the residents of Rossmoor and operates under the supervision of a General Manager. Rossmoor is known for its splendid urban forest, beautiful homes and strong family values.

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

For more information about the District, please visit our website at <http://www.rossmoor-csd.org/>

**ROSSMOOR COMMUNITY SERVICES DISTRICT
REQUEST FOR PROPOSALS
FOR
FINANCIAL AND ACCOUNTING SOFTWARE**

SCOPE OF SERVICES

The District is seeking a new financial and accounting software, and all installation, training, and components necessary to utilize the software, such as the software application or, if web based, access protocols, and equipment, material, and any labor to complete training and installation. However, installation services, if any, shall not include construction services.

The District has only 1 Fund and to account for the following transactions:

Revenues:

- Property Taxes
- Street Light Special Assessment Taxes
- Intergovernmental – Grants and Reimbursement from other governments
- Charges for Services – Tennis Court Reservations, Community Room Rentals
- Miscellaneous

* The District is using RecDesk to collect fees from Tennis Court Reservations

Expenditures:

- Payroll and Benefits
- Operations
- Contracted Services
- Capital Expenditures

* The District has 9 cost centers and all reported in the General Fund.

* Payroll and Time Tracking is serviced by ADP.

The District will use the software for a variety of fiscal and accounting management and compliance activities, including but not limited to:

- Aligning revenue and expenditures with District accounts;
- Tracking and managing revenue and fund demand;
- Tracking and managing expenditures;
- Reporting to the District's Governing Board;
- Maintaining records of budget changes;
- Managing and recording all financial transactions;
- Tracking performance and ratios of budgets and expenditures; and
- Other financial tracking, managing, budgeting and reporting.

Therefore, the District is interested in software that is:

- Capable of supporting the above-listed tasks
- Compatible with the District's existing financial and technology systems/standardization;
- Easy to install and maintain (e.g. software updates);
- Accompanied by support logistics;
- User-friendly;
- Cost-effective, including life-cycle costs;
- Readily available/prompt delivery;
- Performance reliable;
- Includes manufacturer's warranties.

**ROSSMOOR COMMUNITY SERVICES DISTRICT
REQUEST FOR PROPOSALS
FOR
FINANCIAL AND ACCOUNTING SOFTWARE**

PROPOSAL REQUIREMENTS

Proposer Representation

By submitting a proposal, each proposer represents that it:

- Has thoroughly examined and become familiar with the work described in the Scope of Work
- Understands the requirements, nature of work and matters that could affect the work as indicated in the proposal
- Agrees to comply with all requirements set forth in this RFP and in the ensuring contract, if awarded

Addenda

The District reserves the right to revise or amend the RFP documents prior to the stated proposal submitted deadline. Any such revisions will be made by written addenda to this RFP.

Questions

All requests for clarification and/or additional information shall be made by proposer in writing by emailing the Accountant, Ken Pun, at ken.pun@pungroup.com. All requests must be submitted before the stated deadline. The District will respond to all written questions within a reasonable time. If changes to the RFP document are required, a written addendum will be issued.

Proposal Dates

The following is a list of key dates. The District reserves the right to modify this schedule if it is in their best interest to do so. If the District does modify the schedule, it shall provide written notice of such to all parties known to have received copies of this RFP.

<u>Activity</u>	<u>Date</u>
RFP Release	November 9, 2021
Questions deadline/cutoff	November 12, 2021 at 2:00pm PST
Response to questions	November 16, 2021
Proposal due date	November 23, 2021 at 2:00pm PST
Optional interview	TBD
Proposer selection/Board approval	December 14, 2021

General Proposal Requirements

Any inquiries concerning the request for proposals should be directed to Ken Pun, Accountant, via email at ken.pun@pungroup.com. Contact with personnel of the District other than the above regarding this request for proposals may be grounds for elimination from the selection process.

In response to the RFP, each proposer shall submit a proposal and bid electronically (in Adobe Acrobat PDF file format) no later than 2:00 p.m. on November 23, 2021 for a proposing firm to be considered.

All proposals must be made in accordance with the conditions of this RFP. Failure to address any of the requirements is grounds for rejection of the proposal. Proposals should include any additional information that the respondent deems pertinent to the understanding and evaluation of the bid. The District reserves

**ROSSMOOR COMMUNITY SERVICES DISTRICT
REQUEST FOR PROPOSALS
FOR
FINANCIAL AND ACCOUNTING SOFTWARE**

the right to reject any and all proposals. Costs for developing the proposal is the responsibility of the bidder, and shall not be chargeable to the District.

Proposal Content

Proposers must submit an original proposal. All proposals shall address the following items in the order listed below. The proposal is to provide information for the District to determine, in its sole discretion, whose response represents the best value considering District needs, technical issues, cost and other factors.

In order to address the needs of this procurement, the District welcomes vendors to work cooperatively in presenting integrated solutions. Vendor team arrangements may be desirable to enable the companies involved to complement each other's capabilities, while offering the best combination of performance, cost, and delivery under this RFP. The District will entertain proposals with such arrangements, provided that: (1) the arrangements are identified and relationships fully disclosed, and (2) a prime vendor is designated that will be fully responsible for all contract performance. The District retains sole discretion to determine whether such arrangements meet those criteria.

A. Cover Letter & Executive Summary

Include: 1) a brief high-level synopsis of Proposer's proposal, 2) an affirmation that Proposer will complete all services on or before the District's required completion date, 3) acknowledgement of receipt of any and all RFP addenda (if any), and 4) other appropriate items. The proposal must bear the signature of a person duly authorized to sign the proposal on behalf of the Proposer and reference this RFP.

B. Company Overview

Please provide the following for your company.

- a. Official registered name (corporation, DBA, partnership, etc.), address, main telephone number, toll-free numbers, and facsimile numbers.
- b. Key contact name, title, address (if different from above address), direct telephone and fax numbers.
- c. Person authorized to contractually bind the organization for any proposal against this RFP.
- d. Brief history, including year established and number of years your company has been offering the service of the proposal.
- e. Identify any subcontractors, subconsultants, or vendor relationships applicable to this RFP.

**ROSSMOOR COMMUNITY SERVICES DISTRICT
REQUEST FOR PROPOSALS
FOR
FINANCIAL AND ACCOUNTING SOFTWARE**

C. Software

Include description of the software and specifications, and details regarding its delivery, installation, maintenance, or any other relevant information. Explain the features of the software and how it meets the District's needs, technical issues, cost and other factors.

D. Detailed and Itemized Pricing

Include a fee and cost breakdown including the following:

Initial Investments (1st Year):

1. Licensing Fees for the following Modules:
 - a. General Ledger
 - b. Financial Reporting
 - c. Budgeting
 - d. Bank Reconciliation
 - e. Assets Management
 - f. Cash Receipts
 - g. Accounts Payable
 - h. Document Management
2. Training
3. Setup and Data Conversion

Subsequent Year Licensing Fees:

1. Licensing Fees for the following Modules:
 - a. General Ledger
 - b. Financial Reporting
 - c. Budgeting
 - d. Bank Reconciliation
 - e. Assets Management
 - f. Cash Receipts
 - g. Accounts Payable
 - h. Document Management

E. References

Please provide three (3) current references for other California special districts for which you have performed similar work and/or software, including: contact name, entity, address, telephone number, scope of services/software provided, date services/software were provided.

**ROSSMOOR COMMUNITY SERVICES DISTRICT
REQUEST FOR PROPOSALS
FOR
FINANCIAL AND ACCOUNTING SOFTWARE**

PROPOSAL EVALUATION

The District staff shall examine and evaluate all proposals for ascertaining their completeness and responsiveness to the provisions of this RFP. The Board may at its discretion schedule interviews as part of the evaluation process. A "shortlist" of firms to be interviewed will be developed by the District staff if necessary. Interviews, if held, would occur in the 1st week of December. Firms will be notified as soon as possible if interviews are deemed necessary. Failure to interview will cause the proposer to be eliminated from further evaluation. The top proposer will be invited to participate in contract negotiations with the District. If these negotiations should fail to produce an agreement, the second ranked proposer will be invited to participate in contract negotiations.

The District reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected. The District also reserves the right, without prejudice, to reject any or all proposals submitted. Award of the contract will be made to the proposer, who, based on evaluation of all responses and criteria, is determined to be the best qualified to meet the District needs, which will provide a financial and accounting solution for the District. The goal of the new financial and accounting solutions will include the following:

- software (or web access protocol), installation services;
- training on software use and optimization;
- software updates and maintenance as necessary;
- software access control based on roles;
- end of program data records in useful format;
- ability to plan, track, manage and report;
- a suitable summary of capabilities;
- program tracking and reports, including ratios, budget balances, projected expenditures, fund demands;
- alignment of all revenue and expenditures with District chart of accounts;
- financial management across multiple fiscal years, and multiple projects;
- ease of use by personnel, as reflected in standardization or familiarity of user interface and time required for training;
- ease of use by personnel, i.e. user-friendly interface;
- vendor information and contract tracking, payment tracking and management, retentions or withholdings as appropriate;
- reports appropriate for Board updates, auditors, general accounting purposes, and strategic management of program and project fund sources, budgets, expenditures and forecasting to completion.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-1a

Date: December 14, 2021
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: MINUTES – REGULAR BOARD MEETING OF NOVEMBER 9, 2021

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors approve the Minutes of the Regular Meeting of November 9, 2021 prepared by the Board's Secretary/General Manager.

INFORMATION

The Minutes reflect the actions of the RCSD Board of Directors at their meeting of November 9, 2021.

ATTACHMENTS

1. Minutes – Regular Meeting of November 9, 2021



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

REGULAR MEETING

RUSH PARK
3021 Blume Drive
Rossmoor, California

Tuesday, November 9, 2021

A. ORGANIZATION

1. CALL TO ORDER: 7:02 p.m.
2. ROLL CALL: Directors DeMarco, Nitikman, Rips, Searles and President Barke
3. PLEDGE OF ALLEGIANCE: Director Nitikman led the Pledge of Allegiance.

President Barke announced the Board will skip to the Public Forum section of the agenda to allow California Assemblymember Janet Nguyen to address the Board.

4. PRESENTATIONS:

- a. Orange County Sheriff's Department Captain Gary Knutson Re: OCSD Quarterly Crime Statistics

Orange County Sheriff's Department Captain Gary Knutson presented September and October 2021 calls for service and activities and 2020 comparisons by types of offenses including catalytic converter thefts, burglaries, and traffic citations. Relative to catalytic converter thefts, he reported Toyotas and Hondas are the most targeted vehicles and presented details of steps residents may take to protect their vehicles and avoid catalytic converter thefts.

Discussion followed regarding September street-sweeping citations, specific incidences in Rossmoor last month and related Sheriff's responses, the Sheriff's Department ability to provide a report of when Deputies are and are not in Rossmoor to ensure that Rossmoor has adequate coverage.

Captain Knutson stated there is no mechanism in place, currently, to track that information; reported the number of Deputies assigned is determined by the County Board of Supervisors and noted Rossmoor has one Deputy assigned during the day shift and one at night (24-hours per day) and coverage depends on call volume.

Discussion continued regarding reallocating manpower to unincorporated areas to ensure safety and security, and the Sheriff Department's vacation check program.

Director Rips cautioned against providing information on when Rossmoor has and does not have coverage.

President Barke added it could be privileged information would best be discussed in Closed Session and commented on benefits of having retrospective information to help in determining the adequacy of coverage being received.

Captain Knutson encouraged the Board to communicate with the County Board of Supervisors regarding the possibility of allocating additional Deputies to Rossmoor.

Director Searles thanked Captain Knutson for attending the recent Traffic Safety Committee meeting.

Brief discussion followed regarding the maximum number of hours a vehicle can be parked on Rossmoor streets.

B. ADDITIONS TO AGENDA - None

C. PUBLIC FORUM

Assemblymember Nguyen provided an update from this year's legislative session; listed committees on which she serves; announced that Los Alamitos Elementary School and Lee Elementary School received National Blue Ribbon Awards; discussed the recent oil spill, Long Beach Port operations, and summarized bills that were passed during this year's legislative session.

In reply to questions from the Board, Assemblymember Nguyen addressed the freeway sound wall, noting it is an OCTA issue; provided an update on redistricting maps, and commented on the mandate for COVID-19 vaccines for children in the school district.

President Barke invited comments from the public.

General Manager Mendoza summarized a written comment by Angela Epstein asking the Board to consider scheduling RCSD Board meetings on a different date and time so that they do not conflict with Los Alamitos Unified School District meetings. President Barke requested placing the item on the Board's next meeting agenda.

The Board returned to Item No. A.4.

D. REPORTS TO THE BOARD

1. QUARTERLY PARKS AND FACILITIES MAINTENANCE REPORT

General Manager Mendoza commended Park Superintendent Omero Perez for going beyond his regular duties to help a resident in need and deferred to him for a report.

Park Superintendent Omero Perez gave an overview of the status of the District's Facilities, Parks and Maintenance program in accordance with the District's Mission, Goals and Objectives.

Brief discussion followed regarding additional maintenance to be done after the Winter Festival.

The report was received and filed.

2. MONTHLY TRAFFIC SAFETY UPDATE

General Manager Mendoza summarized attendees and items considered during the recent Traffic Safety Committee meeting; spoke about installation of black boxes noting SCE did not allow placing them on utility poles; reported RCSD spoke with specific homeowners about the installing them on trees; discussed ongoing parking issues on Montecito and attempts at securing additional parking and noted the Committee received a presentation regarding the City of Cerritos permit parking program.

Director Rips commented on the need to try every available avenue to resolve parking issues.

General Manager Mendoza spoke about the importance of enforcement; addressed the costs of getting additional CHP support; reported \$10,000 would fund 24, four-hour day shifts; noted the school district did not feel they are involved and talked about contacting the Los Alamitos Education Foundation (LAEF) and the County Supervisor for support and possible funding assistance.

President Barke suggested contacting the Sheriff's Department or engaging a private security company.

General Manager Mendoza reported the CHP is willing to offer additional educational driver and bike safety workshops.

Director DeMarco reiterated the need for information from the CHP, similar to the Sheriff's Department in terms of the schedule of coverage in Rossmoor.

President Barke suggested the information could be requested through the Public Records Act and noted the need for the information in order to ask County Supervisors to reassess the allocation of resources to Rossmoor.

Director Nitikman reported public agencies are not required to compile information, but noted the data exists.

President Barke suggested inviting Sheriff Barnes to a future RCSD Board meeting.

3. LOCAL CONTROL UPDATE

General Manager Mendoza provided a summary of the two prior local control workshops; reported he created a Q&A fact sheet; discussed formation of an Ad Hoc Committee and noted an upcoming meeting to develop a community survey.

4. UPDATE REGARDING NEW STREET SWEEPING SCHEDULE AND MARKETING PROGRAM

General Manager Mendoza presented details of the report; discussed the new street-sweeping schedule; addressed bids received; reported he is collaborating with Supervisor Foley's office to educate residents and listed marketing ideas.

Director DeMarco suggested installing signage for the Winter Festival with a QR code and enlisting volunteers to distribute information door-to-door.

President Barke noted the final contractor should participate in advertising and suggested displaying a street sweeping vehicle at the Winter Festival.

Director Rips suggested investing in larger banners.

E. CONSENT CALENDAR

1. MINUTES:

- a. Regular Board Meeting of October 12, 2021
- b. Special Board Meeting of October 16, 2021
- c. Special Board Meeting of October 19, 2021

2. SEPTEMBER 2021 REVENUE AND EXPENDITURE REPORT

3. LONG TERM/NON-PROFIT USER PERMIT RENEWALS FOR USE OF DISTRICT PROPERTY

All Consent Calendar Items were pulled for separate discussion and action.

PULLED FOR SEPARATE DISCUSSION

1. MINUTES:

- a. Regular Board Meeting of October 12, 2021

Motion by President Barke, seconded by Director Rips to approve the minutes of the Regular Board Meeting of October 12, 2021, as presented. Motion passed 4-1 with Director Searles, abstaining.

b. Special Board Meeting of October 16, 2021

Motion by President Barke, seconded by Director Searles to approve the minutes of the Special Board Meeting of October 16, 2021, as presented. Motion passed 5-0.

c. Special Board Meeting of October 19, 2021

Motion by President Barke, seconded by Director Searles to approve the minutes of the Special Board Meeting of October 19, 2021, as presented. Motion passed 4-1 with Director Nitikman, abstaining.

2. SEPTEMBER 2021 REVENUE AND EXPENDITURE REPORT

Motion by President Barke, seconded by Director DeMarco to approve the September 2021 Revenue and Expenditure Report, as presented.

Director Searles asked for an explanation regarding maintenance of a vehicle, administrative fees, and bank service charges.

General Manager Mendoza indicated he will provide clarification at the next meeting of the Board.

Director Rips requested a variance report for items off by 20% or more.

President Barke asked the General Manager to provide a variance report for items with a discrepancy of 20% or more of the budgeted amount.

Motion passed 5-0.

3. LONG TERM/NON-PROFIT USER PERMIT RENEWALS FOR USE OF DISTRICT PROPERTY

Motion by President Barke, seconded by Director Searles to approve the long-term/non-profit user permit renewals for use of district property.

In response to Director Nitikman's inquiry, General Manager Mendoza reported permit renewals are subject to adjustments; noted rents are collected monthly and stated fees can be adjusted at any time during the year.

Motion passed 5-0.

F. PUBLIC HEARING - None

G. RESOLUTIONS

1. RESOLUTION NO. 21-11-09-01 A RESOLUTION OF THE BOARD OF DIRECTORS OF THEROSSMOOR COMMUNITY SERVICES DISTRICT TO CONTINUE CONDUCTING MEETINGS OF THE DISTRICT BOARD AND COMMITTEES REMOTELY AS NEEDED DUE TO HEALTH AND SAFETY CONCERNS FOR THE PUBLIC

District Counsel Preziosi reported the resolution will be acted upon monthly but going forward it will be under the Consent Calendar; discussed the spirit of the legislation to allow public agencies to adopt a resolution after 30 days, the first time they meet, and discussed the possibility of the Board setting a policy in the future.

Discussion followed considering alternatives going forward and allowing the public to participate remotely.

General Manager Mendoza indicated he will present an analysis of the item and related recommendations at the December Board meeting.

Director Nitikman hoped the report will include how many people are attending via Zoom and related costs.

Motion by President Barke, seconded by Director Rips, to waive further reading and adopt Resolution No. 21-11-09-01: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT TO CONTINUE CONDUCTING MEETINGS OF THE DISTRICT BOARD AND COMMITTEES REMOTELY, AS NEEDED DUE TO HEALTH AND SAFETY CONCERNS FOR THE PUBLIC.

AYES:	Directors Nitikman, Rips, DeMarco, Searles and President Barke
NOES:	None
ABSTAIN:	None
ABSENT:	None

ORDINANCES - None

H. REGULAR CALENDAR

1. APPROVAL OF VACATION BUY-BACK SUBMITTALS FOR RCSD EMPLOYEES REQUESTING PARTICIPATION IN DECEMBER 2021 BUY-BACK

General Manager Mendoza presented the report and addressed fiscal impacts.

Discussion followed regarding Policy No. 221, qualifications, fiscal impacts on the RCSD budget and how employees are notified.

General Manager Mendoza reported he will bring a policy forward to the Organization Committee.

Motion by President Barke, seconded by Director DeMarco to approve the vacation buy-back submittals for RCSD employees requesting participation in December 2021 buy-back and direct the General Manager to present the policy for refinement to the Organization Committee. The motion carried 5-0.

2. REVIEW OF STATUS OF NEW ACCOUNTING SOFTWARE PROPOSALS FOR THE ROSSMOOR COMMUNITY SERVICES DISTRICT

General Manager Mendoza presented details of the report and spoke about presenting the item to the Budget Committee to review the pros and cons of each system as well as financial information to develop recommendations and present them to the Board. He reported issuing an RFP to secure financial information.

In reply to Director DeMarco's question, Accountant Ken Pun confirmed the current data is exportable to any one of the three systems under consideration.

Discussion followed regarding the timeline necessary to input the data and implement the process.

Director Rips requested that the General Manager contact the Auditor to obtain his opinion on the three systems.

There was no action taken on this item.

3. CONSIDERATION OF PARTICIPATION IN COUNTY OF ORANGE DISTRICT 2 ARPA MEAL GAP PROGRAM

General Manager Mendoza presented details of the report; discussed grant qualifications, the amount of the grant and the deadline to spend the money and listed ideas for distributing the funds including gift cards, building a fruit orchard and community garden, providing a fruit tree give-away to residents, and food distribution to seniors, veterans, families in need and the adopt a Military Family program. He added that funds must be distributed within District 2.

Discussion followed regarding the number of seniors in Rossmoor, ramifications of giving gift cards to churches, partnering with local restaurants, other ways to give back to the community, the status of water district properties and providing free food at the Winter Festival.

District Counsel Preziosi strongly advised against giving gift cards to places of worship as opposed to non-profits that have community engagement.

Director Rips and Searles will work with the General Manager to develop and implement the program.

Discussion continued regarding directing the General Manager to contact local school principals to distribute to families in need.

Motion by President Barke, seconded by Director Rips to participate in the County of Los Angeles District 2 ARPA Meal Gap Program by accepting the \$70,000 grant, give the General Manager the authority to manage the program and direct the General Manager to work with Directors Rips and Searles to develop and implement the program. The motion carried 5-0.

I. GENERAL MANAGER ITEMS

General Manager Mendoza discussed the legislative redistricting options that were being circulated and could have an effect on representation to the RCSD; he reported that the RCSD Board held a special meeting on October 19, 2021 where a resolution was passed requesting that the RCSD remain in an Assembly, State Senate, and Congressional district not shared with the City of Long Beach or in Los Angeles County so that concerns of the community could be adequately addressed. He announced the District's participation in upcoming events including a Salute to Service mixer, the State of the Los Alamitos Unified School District presentation, a town hall hosted by CR&R, the Bulk Item Clean Up event, and plans for the Winter Festival.

J. BOARD MEMBER ITEMS

Director Nitikman reported that speakers and mics are echoing; asked the General Manager to follow up with the Water District and wished everyone a Happy Thanksgiving.

Director Rips thanked staff for their work.

Director Searles referenced the upcoming Ad Hoc Committee meeting for Local Control; asked that the meeting be open to the public; reported receiving an email from Chris Marshall regarding the possibility of installing pickleball courts and announced vacancies in various agencies including OCTA.

Director DeMarco noted there are a lot of residents interested in pickleball and congratulated the Los Alamitos High School Football Team.

K. GENERAL COUNSEL ITEMS - None

L. CLOSED SESSION

President Barke opened public comments on Closed Session items. There was no response and public comments were closed.

At approximately 10:15 p.m. the Board adjourned to Closed Session.

1. CONFERENCE WITH LEGAL COUNSEL

Consideration of discipline or dismissal of a public employee.
Government Code Section 54957(b)(1).

At approximately 10:35 p.m. the Board reconvened into Open Session. There were no reportable actions.

M. ADJOURNMENT

Motion by President Barke, seconded by Director DeMarco, to adjourn the regular meeting at 10:36 p.m. Motion passed 5-0.

ATTEST:

BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT

Jeffrey Barke, President

Joe Mendoza, Secretary
Rossmoor Community Services District

APPROVED:

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-2

Date: December 14, 2021
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Accountant Ken Pun
Subject: OCTOBER 2021 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 October 2021.

INFORMATION

The Revenue and Expenditure Report is submitted on a monthly basis, as an indication of the District's unaudited year-to-date revenues and expenses. At the November 9, 2021 RCSD Board meeting, the Board reviewed the September 2021 Revenue and Expenditure Report. At that time, discussion ensued regarding various account balances that appeared to be overspent. As a result, President Barke asked the General Manager and Accountant to provide a variance report with explanations for accounts that have a 20% or more variance. Therefore, a new report titled *Explanation of Significant Variances from Budgeted Amounts* will be incorporated into the Revenue and Expenditure Report for significant items.

With regard to the specific questions raised at the September meeting, the following explanations are provided:

1. 10-10-5030 Vehicle Maintenance: the District replaced tires on the Ford F-150, and we had an off-warranty expenditure to replace the differential in the utility truck that was not anticipated. This account had no budget for vehicle maintenance. There are three other Vehicle Maintenance accounts in budget. They are: 10-30-5030 (Rossmoor Park), 10-40-5030 (Montecito), and 10-50-5030 (Rush Park). All of the Vehicle Maintenance accounts are over budget. The General Manager and Accountant are going through the records and detail sheets to determine if there has been an accounting error or where the discrepancy is.
2. 10-10-5046 Bank Service Charges: in researching the bank charges, it was found that the bank fees for the District's accounts are in line with previous years and within the budget. To date, our hard dollar bank fees for US Bank are \$411 (based on 2021 calendar year). However, the service fee being assessed for patrons using a credit or debit card to pay for any user fee (i.e. tennis, facility rental, etc.) is being charged by LADCO which is a credit card processing equipment lease provider that allows for the District to accept credit and debit

card payments through RecDesk. Their fee includes equipment lease for the processing machine as well as service fees. These are assessed directly to the RCSD, however, since this is the platform that RecDesk uses to process credit/debit card payments, this will have to be negotiated through RecDesk. Since the pandemic and the District's desire to eliminate cash handling, credit/debit card use has risen substantially. As part of the upcoming facility usage fees/charges review, the Board may consider passing this fee on to the user, much like other businesses do by assessing a service fee that would equal the percentage the bank is charging the District, or building the extra percentage into the overall usage fee. In addition, the Accountant and General Manager will be exploring more fiscally prudent methods to accept credit/debit payments that would lower the equipment rental and fees incurred. The Accountant and General Manager have discussed breaking this particular type of processing fee apart from the District's general bank service charge account so it is not confused as a charge to the District for administrative credit card usage.

3. 10-10-5617 Administrative Fees: nothing budgeted to this account; evaluation being done by Accountant and General Manager to determine if funds were assigned to this account in error.

ATTACHMENTS

1. Revenue and Expenditure Report for the month of October 2021.
2. Explanation of Significant Variances from Budgeted Amounts

Rossmoor Community Services District
Schedule of Revenues and Expenditures and Changes in Fund Balance - Budget and Actual
For the month ended October 31, 2021

	Original Budget	Current Month October	Adjustments	Year to Date	Variance	% of Budget
Revenues:						
Property taxes	\$ 1,100,000	\$ 3,067	\$ -	\$ 25,397	\$ 1,074,603	2.31%
Street light assessments	372,000	1,041	-	8,190	363,810	2.20%
Interest on investments	9,600	530	-	530	9,070	5.52%
From Other Governmental Agencies	258,000	-	-	-	258,000	0.00%
Permit and Rental Fees	137,300	15,120	-	68,994	68,306	50.25%
Miscellaneous	19,000	365	-	17,514	1,466	92.18%
Total Revenues	1,895,900	20,123	-	120,625	1,775,275	6.36%
Expenditures:						
Administrative	957,700	92,557	5,231	305,799	651,901	31.93%
Recreation	39,500	2,005	-	24,162	15,338	61.17%
Rossmoor Park	263,000	17,476	-	55,400	207,600	21.06%
Montecito Center	24,400	2,153	-	7,878	16,522	32.29%
Rush Park	145,500	14,915	-	89,597	55,903	61.58%
Street Lighting	100,000	8,633	-	34,476	65,524	34.48%
Rossmoor Wall	1,000	-	-	-	1,000	0.00%
Street Sweeping	65,000	-	-	15,061	49,939	23.17%
Parkway Tree	170,000	10,430	-	63,453	106,547	37.33%
Mini-Parks and Median	11,800	1,897	-	5,249	6,551	44.48%
Total Expenditures	1,777,900	150,066	5,231	601,075	1,176,825	33.81%
Changes in Fund Balance	118,000	\$ (129,943)	\$ (5,231)	(480,450)	\$ 598,450	
Fund Balance:						
Beginning of Period	1,283,900			1,283,900		
End of Period	\$ 1,401,900			\$ 803,450		

Adjustments:

1. Adjustments to Expenditures were additional invoices received in October for September Expenditures.

Note:

The District also spent the following capital expenditures:

Rossmoor Park: \$9,200 for flooring in the community center

Rush Park: \$31,996 (partial payment) for sound lighting, audio and visual equipments.

These capital expenditures will be reimbursed by the Prop 68 Grant Fund.

REVENUE/EXPENDITURE REPORT

Rossmoor Community

For the Period: 7/1/2021 to 10/31/2021

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Revenues							
Dept: 00							
3000 Current Secured Property Taxes	1,020,000.00	1,020,000.00	0.00	0.00	0.00	1,020,000.00	0.0
3001 Current unsecured prop tax	34,000.00	34,000.00	17,637.73	0.00	0.00	16,362.27	51.9
3002 Prior secured property taxes	14,000.00	14,000.00	5,084.48	1,338.21	0.00	8,915.52	36.3
3003 Prior unsecured prop taxes	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
3004 Delinquent property taxes	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
3010 Current supplemental assessmnt	18,000.00	18,000.00	2,674.88	1,728.66	0.00	15,325.12	14.9
3020 Public utility tax	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
3105 Street light assessments	372,000.00	372,000.00	8,190.38	1,041.47	0.00	363,809.62	2.2
3200 Interest on investmants	9,600.00	9,600.00	529.57	529.57	0.00	9,070.43	5.5
3210 Prop 68 Grant Funding	175,000.00	175,000.00	0.00	0.00	0.00	175,000.00	0.0
3250 FEMA Grant-Covid 19	19,000.00	19,000.00	0.00	0.00	0.00	19,000.00	0.0
3301 State homeowner proptax relief	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.0
3305 County street sweep reimburse	60,000.00	60,000.00	0.00	0.00	0.00	60,000.00	0.0
3404 Court reservations	45,000.00	45,000.00	30,063.39	7,803.71	0.00	14,936.61	66.8
3405 Wall Rental	300.00	300.00	249.84	140.96	0.00	50.16	83.3
3408 Ball field reservatlions	12,000.00	12,000.00	5,465.30	198.00	0.00	6,534.70	45.5
3407 Tree Trim Permlis	5,000.00	5,000.00	264.00	0.00	0.00	4,736.00	5.3
3410 Rossmoor building rental	10,000.00	10,000.00	205.00	0.00	0.00	9,795.00	2.1
3412 Montecito building rental	15,000.00	15,000.00	8,535.36	1,538.88	0.00	6,464.64	56.9
3414 Rush Park Building Rental	50,000.00	50,000.00	24,208.97	5,437.70	0.00	25,791.03	48.4
3500 Other miscellaneous revenue	5,000.00	5,000.00	7,514.78	365.24	0.00	-2,514.78	150.3
3504 Sponsorships	14,000.00	14,000.00	10,000.00	0.00	0.00	4,000.00	71.4
Dept: 00	1,895,900.00	1,895,900.00	120,623.68	20,122.38	0.00	1,775,276.32	6.4
Revenues	1,895,900.00	1,895,900.00	120,623.68	20,122.38	0.00	1,775,276.32	6.4
Expenditures							
Dept: 10 ADMINISTRATION							
4000 Board of Directors Compensatn	9,000.00	9,000.00	6,457.94	3,000.00	0.00	2,542.06	71.8
4002 Salaries - Part-time	64,272.00	64,272.00	26,218.07	6,671.84	0.00	38,053.93	40.8
4003 Salaries - Overtime	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
4005 Salaries - Event Attendant	0.00	0.00	202.50	0.00	0.00	-202.50	0.0
4006 SALARY - ADMINISTRATION	220,560.00	220,560.00	35,329.95	7,957.99	0.00	185,230.05	16.0
4007 Vehicle Allowance	1,500.00	1,500.00	723.66	255.92	0.00	776.34	48.2
4008 SALARY - RECREATION	116,085.00	116,085.00	36,877.93	9,325.98	0.00	79,207.07	31.8
4009 SALARY - PARK/TREE MAINTENANCE	84,168.00	84,168.00	39,802.19	10,464.36	0.00	44,365.81	47.3
4010 Workers Compensation Insurance	18,500.00	18,500.00	6,094.85	517.53	0.00	12,405.15	32.9
4011 Medical Insurance	85,000.00	85,000.00	24,479.52	6,119.88	0.00	60,520.48	28.8
4015 Federal Payroll Tax -FICA	48,415.00	48,415.00	19,254.27	2,923.66	0.00	29,160.73	39.8
5002 Insurance - Liability	35,000.00	35,000.00	3,115.48	304.48	0.00	31,884.52	8.9
5004 Memberships and Dues	7,200.00	7,200.00	8,808.75	1,434.88	0.00	-1,608.75	122.3
5006 Travel & Meetings	2,500.00	2,500.00	94.25	0.00	0.00	2,405.75	3.8
5007 Televised Meeting Costs	20,000.00	20,000.00	5,748.30	0.00	0.00	14,251.70	28.7
5010 Publications & Legal Notices	6,500.00	6,500.00	3,786.25	402.75	0.00	2,713.75	58.3
5012 Printing	3,000.00	3,000.00	2,851.16	87.78	0.00	148.84	95.0
5014 Postage	2,500.00	2,500.00	184.13	0.00	0.00	2,315.87	7.4
5016 Office Supplies	15,000.00	15,000.00	2,425.18	164.32	0.00	12,574.82	16.2
5017 Community Events	0.00	0.00	121.04	121.04	0.00	-121.04	0.0
5020 Telephone	12,000.00	12,000.00	3,060.71	650.84	0.00	8,939.29	25.5
5021 Computer Costs	5,000.00	5,000.00	1,810.04	533.15	0.00	3,189.96	36.2
5030 Vehicle Maintenance	0.00	0.00	2,010.54	0.00	0.00	-2,010.54	0.0
5045 Miscellaneous Expenditures	10,000.00	10,000.00	2,968.69	1,091.07	0.00	7,031.31	29.7
5046 Bank Service Charge	1,000.00	1,000.00	1,897.59	595.45	0.00	-897.59	189.8
5610 Legal Counsel	60,000.00	60,000.00	19,705.00	10,845.00	0.00	40,295.00	32.8
5615 Financial Audit-Consulting	17,000.00	17,000.00	17,225.00	17,225.00	0.00	-225.00	101.3
5617 Administrative Fees	0.00	0.00	1,991.02	622.22	0.00	-1,991.02	0.0
5620 Outsource Financial Consultant	60,000.00	60,000.00	15,000.00	5,000.00	0.00	45,000.00	25.0
5670 Other Professional Services	35,000.00	35,000.00	13,163.74	1,850.00	0.00	21,836.26	37.6
6010 Equipment	2,000.00	2,000.00	251.30	251.30	0.00	1,748.70	12.6
6025 Soft ware	15,000.00	15,000.00	4,140.00	4,140.00	0.00	10,860.00	27.6

REVENUE/EXPENDITURE REPORT

Rossmoor Community

For the Period: 7/1/2021 to 10/31/2021

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Expenditures							
ADMINISTRATION	957,700.00	957,700.00	305,797.05	92,556.44	0.00	651,902.95	31.9
Dept: 20 RECREATION							
5017 Community Events	39,500.00	39,500.00	24,162.03	2,005.18	0.00	15,337.97	61.2
RECREATION	39,500.00	39,500.00	24,162.03	2,005.18	0.00	15,337.97	61.2
Dept: 30 ROSSMOOR PARK							
5018 Janitorial Supplies	6,000.00	6,000.00	2,863.12	1,172.25	0.00	3,136.88	47.7
5022 Utilities	12,500.00	12,500.00	3,581.35	863.37	0.00	8,918.65	28.7
5023 Water	28,000.00	28,000.00	17,397.89	6,814.37	0.00	10,602.11	62.1
5025 SECURED PROP TAX	1,150.00	1,150.00	524.03	524.03	0.00	625.97	45.6
5030 Vehicle Maintenance	1,000.00	1,000.00	1,130.61	414.26	0.00	-130.61	113.1
5032 Building & Grounds-Maintenance	30,000.00	30,000.00	4,335.22	0.00	0.00	25,664.78	14.5
5034 Alarm Systems	850.00	850.00	288.88	114.00	0.00	561.12	34.0
5045 Miscellaneous Expenditures	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5051 Equipment Rental	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5052 Minor Facility Repairs	500.00	500.00	838.52	838.52	0.00	-338.52	167.7
5655 Landscape Maintenance	27,000.00	27,000.00	11,232.73	2,727.42	0.00	15,767.27	41.6
6005 Buildings and Improvements	155,000.00	155,000.00	13,209.36	4,009.36	0.00	141,790.64	8.5
ROSSMOOR PARK	263,000.00	263,000.00	55,401.71	17,477.58	0.00	207,598.29	21.1
Dept: 40 MONTECITO CENTER							
5018 Janitorial Supplies	6,000.00	6,000.00	2,820.06	1,172.25	0.00	3,179.94	47.0
5022 Utilities	2,000.00	2,000.00	552.07	130.76	0.00	1,447.93	27.6
5023 Water	2,250.00	2,250.00	893.10	0.00	0.00	1,356.90	39.7
5025 SECURED PROP TAX	1,000.00	1,000.00	440.07	440.07	0.00	559.93	44.0
5030 Vehicle Maintenance	500.00	500.00	509.56	165.58	0.00	-9.56	101.9
5032 Building & Grounds-Maintenance	8,000.00	8,000.00	350.00	0.00	0.00	7,650.00	4.4
5034 Alarm Systems	650.00	650.00	0.00	0.00	0.00	650.00	0.0
5045 Miscellaneous Expenditures	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5052 Minor Facility Repairs	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5655 Landscape Maintenance	3,000.00	3,000.00	2,313.53	243.92	0.00	686.47	77.1
MONTECITO CENTER	24,400.00	24,400.00	7,878.39	2,152.58	0.00	16,521.61	32.3
Dept: 50 RUSH PARK							
5018 Janitorial Supplies	6,000.00	6,000.00	2,824.38	1,175.78	0.00	3,175.62	47.1
5022 Utilities	23,000.00	23,000.00	10,172.78	2,914.44	0.00	12,827.22	44.2
5023 Water	42,000.00	42,000.00	25,450.34	3,752.87	0.00	16,549.66	60.6
5025 SECURED PROP TAX	4,200.00	4,200.00	2,005.48	2,005.48	0.00	2,194.52	47.7
5030 Vehicle Maintenance	1,000.00	1,000.00	1,323.53	323.53	0.00	-323.53	132.4
5032 Building & Grounds-Maintenance	40,000.00	40,000.00	3,811.76	0.00	0.00	36,188.24	9.5
5034 Alarm Systems	800.00	800.00	0.00	0.00	0.00	800.00	0.0
5045 Miscellaneous Expenditures	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5051 Equipment Rental	500.00	500.00	1,259.38	1,259.38	0.00	-759.38	251.9
5052 Minor Facility Repairs	500.00	500.00	300.00	300.00	0.00	200.00	60.0
5655 Landscape Maintenance	2,700.00	2,700.00	10,453.53	2,410.42	0.00	16,546.47	38.7
6005 Buildings and Improvements	0.00	0.00	17,795.00	774.00	0.00	-17,795.00	0.0
6010 Equipment	0.00	0.00	14,200.61	0.00	0.00	-14,200.61	0.0
RUSH PARK	121,200.00	145,500.00	89,596.79	14,915.90	0.00	55,903.21	61.6
Dept: 60 STREET LIGHTING							
5650 Lighting and Maintenance	100,000.00	100,000.00	34,475.72	8,636.54	0.00	65,524.28	34.5
STREET LIGHTING	100,000.00	100,000.00	34,475.72	8,636.54	0.00	65,524.28	34.5
Dept: 65 ROSSMOOR WALL							
5032 Building & Grounds-Maintenance	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
ROSSMOOR WALL	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
Dept: 70 STREET SWEEPING							
5642 Street Sweeping	65,000.00	65,000.00	15,061.56	0.00	0.00	49,938.44	23.2

REVENUE/EXPENDITURE REPORT

Rossmoor Community

For the Period: 7/1/2021 to 10/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Expenditures							
STREET SWEEPING	65,000.00	65,000.00	15,061.56	0.00	0.00	49,938.44	23.2
Dept: 80 PARKWAY TREES							
5017 Community Events	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
5656 Tree Trimming	120,500.00	120,500.00	62,839.00	11,828.00	0.00	57,661.00	52.1
5660 TREE REMOVAL	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
6015 Trees	0.00	0.00	614.00	-1,398.00	0.00	-614.00	0.0
PARKWAY TREES	125,000.00	125,000.00	63,453.00	10,430.00	0.00	61,547.00	50.8
Dept: 90 MINI-PARKS AND MEDIANS							
5022 Utilities	500.00	500.00	180.31	45.84	0.00	319.69	36.1
5023 Water	6,000.00	6,000.00	4,079.47	1,607.80	0.00	1,920.53	68.0
5032 Building & Grounds-Maintenance	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
5045 Miscellaneous Expenditures	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5051 Equipment Rental	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5052 Minor Facility Repairs	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5655 Landscape Maintenance	3,000.00	3,000.00	988.77	243.69	0.00	2,011.23	33.0
6015 Trees	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00	0.0
MINI-PARKS AND MEDIANS	56,800.00	56,800.00	5,248.55	1,897.33	0.00	51,551.45	9.2
Expenditures	1,753,600.00	1,777,900.00	601,074.80	150,071.55	0.00	1,176,825.20	33.8
Net Effect for GENERAL FUND	142,300.00	118,000.00	-480,451.12	-129,949.17	0.00	598,451.12	-407.2
Change in Fund Balance:			-480,451.12				
Grand Total Net Effect:	142,300.00	118,000.00	-480,451.12	-129,949.17	0.00	598,451.12	

EXPLANATION OF SIGNIFICANT VARIANCES FROM BUDGETED AMOUNTS

October 2021 Revenue and Expenditure Report

Account	Item	Explanation
10-10-5030 10-30-5030 10-40-5030 10-50-5030	Vehicle Maintenance	The District replaced tires on the Ford F-150, and we had an off-warranty expenditure to replace the differential in the utility truck that was not anticipated. This account had no budget for vehicle maintenance. There are three other Vehicle Maintenance accounts in budget. They are: 10-30-5030 (Rossmoor Park), 10-40-5030 (Montecito), and 10-50-5030 (Rush Park). All of the Vehicle Maintenance accounts are over budget. The General Manager and Accountant are going through the records and detail sheets to determine if there has been an accounting error or where the discrepancy is.
10-10-5046	Bank Service Charges	Overage is attributed to the service fee being charged to the District for credit/debit card payments from facility users by LADCO which is the processing platform used by RecDesk. In the effort to reduce cash handling, increased usage of credit/debit cards by patrons has increased substantially. An evaluation of how to reduce the fee through another platform if allowed through RecDesk will be looked into; and whether to incorporate the convenience fee into the usage fee or pass the fee on directly to the patron will be considered when reviewing facility usage fees in the future.
10-10-5617	Administrative Fees	Nothing budgeted to this account; evaluation being done by Accountant and General Manager to determine if funds were assigned to this account in error. The charges will be moved to 10-10-5670 other professional services.
10-10-4006 10-10-4008 10-10-4009	Salaries – Administrative Salaries – Parks and Recreation Salaries – Tree	Salaries in total agreed to the ADP report. However, allocation between these line items will need to be reclassified since the ADP report did not properly reflect the same categories as the General Ledger. Also, will split out the overtime from the regular salaries and wages.
10-10-4000	Board of Directors' compensation	The district has more special meetings in October.
10-10-5004	Membership & Dues	The district paid the CSDA Membership due in October for the 2022 Calendar Year and LAFCO Fee.
10-30-6005 10-50-6005	Building and Improvements	The Prop 68 grant budgeted funding was placed in 10-30-6005 as a place holder. The district will transfer funds to 10-50-6005 from 10-30-6005 to pay for the Rush Park Sound, Lighting, Audio and Visual Equipment. These amounts will be recovered from Prop 68 Grant Funding. Mid-Year budget adjustments will be forthcoming.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-3

Date: December 14, 2021

To: Honorable Board of Directors

From: General Manager Joe Mendoza
General Counsel Tarquin Preziosi

Subject: RESOLUTION NO. 21-12-14-01 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT TO CONTINUE CONDUCTING MEETINGS OF THE DISTRICT BOARD AND COMMITTEES REMOTELY AS NEEDED DUE TO HEALTH AND SAFETY CONCERNS FOR THE PUBLIC

RECOMMENDATION

Approve by roll call vote, Resolution No. 21-2-14-01 by reading the title only and waiving further reading as follows:

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT TO CONTINUE CONDUCTING MEETINGS OF THE DISTRICT BOARD AND COMMITTEES REMOTELY AS NEEDED DUE TO HEALTH AND SAFETY CONCERNS FOR THE PUBLIC

BACKGROUND

On March 4, 2020, Governor Newsom declared a State of Emergency. That declaration is still in effect. Since March 12, 2020, Executive Orders from the Governor have relaxed various Brown Act meeting requirements to allow remote meetings and to temporarily suspended the Brown Act provisions requiring the physical presence of members at the public meetings. The most recent extension of that authorization expired September 30, 2021. On March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20, which suspended certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings telephonically or by other means. Additionally, the State implemented a shelter-in-place order, requiring all non-essential personnel to work from home. The RCSD initially implemented teleconference meetings until in-person meetings with limited capacity were reintroduced. In addition, a hybrid option was available for those who preferred to participate remotely in meeting by using Zoom technology for Board and Committee meetings. The usage of Zoom for hybrid public meetings has allowed the District to ensure the public's continued access to meetings while also ensuring the public's, members, and employees' safety.

On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which among other things, rescinded his prior Executive Order N-29-20 and set a date of October 1, 2021 for agencies to transition back to public meetings pursuant to the Brown Act.

On September 17, 2021 the Governor signed into law AB 361 which allows local legislative bodies to continue to meet remotely after the October 1, 2021 deadline. A local agency will be allowed to continue to meet remotely when:

- The local agency holds a meeting during a declared state of emergency;
- State or local health officials have imposed or recommended measures to promote social distancing; and
- Legislative bodies declare the need to meet remotely due to present risks to the health or safety of attendees.

Given the ongoing nature of the pandemic we need to remain flexible if conditions worsen, especially with the upcoming holiday season and the onset of the delta variant. The RCSD meets the requirements of AB 361 to continue holding meetings remotely in order to ensure the health and safety of the public and its employees:

- The state of emergency continues to directly impact the ability of the members of the RCSD's legislative bodies to meet safely in person; and
- Federal, State or local officials continue to impose or recommend measures to promote social distancing to mitigate the spread of Covid-19.

Both the California Department of Public Health and the Orange County Health Officer have issued recommendations that members of vulnerable populations (such as older adults and those persons with an elevated risk due to certain medical conditions) continue to practice social distancing. The RCSD cannot ensure social distancing requirements are always met inside the Rush Park Auditorium and/or Conference Rooms where the RCSD Board of Directors and Committees may meet, making it difficult for members of these bodies, RCSD staff, and members of the public to consistently socially distance from each other and take other required precautions.

Pursuant to AB 361, the RCSD Board of Directors needs to declare every 30 days that the RCSD's legislative bodies must continue to meet remotely in order to ensure the health and safety of the public. Staff recommends that the RCSD Board of Directors adopt the proposed resolution making the required findings that the RCSD Board of Directors and Committee meetings can meet remotely pursuant to the requirements of AB 361.

INFORMATION

At the October 12, 2021 RCSD Board of Directors meeting, Resolution No. 21-10-12-02 was passed unanimously. As required by AB 361, an updated resolution is being presented to the Board this evening so that the RCSD may continue to have the ability to meet remotely if necessary.

ATTACHMENTS

1. Resolution No. 21-12-14-01

RESOLUTION 21-12-14-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT TO CONTINUE CONDUCTING MEETINGS OF THE DISTRICT BOARD AND COMMITTEES REMOTELY AS NEEDED DUE TO HEALTH AND SAFETY CONCERNS FOR THE PUBLIC

WHEREAS, on March 4, 2020, pursuant to California Gov. Code Section 8625, the Governor declared a state of emergency as a result of the COVID-19 pandemic (the "Emergency");

WHEREAS, on September 17, 2021, Governor Newsom signed AB 361, which bill went into immediate effect as urgency legislation;

WHEREAS, AB 361 added subsection (e) to Section 54953 of the California Gov. Code to authorize legislative bodies to conduct remote meetings provided the legislative body makes specified findings;

WHEREAS, state or local officials continue to impose or recommend measures to promote social distancing;

WHEREAS, according to stand and local officials social distancing measures decrease the chance of spread of COVID-19; and

WHEREAS, it is appropriate for the Rossmoor Community Services District to make the findings specified in subsection (e)(1) of section 54953, to thereby authorize the Board of Directors and committees and/or other legislative body of the Rossmoor Community Services District to meet remotely if necessary.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Rossmoor Community Services District that it hereby finds that as a result of the Emergency, if meeting in person would present imminent risks to the health or safety of attendees, meetings would be held remotely.

PASSED AND ADOPTED this 14th day of December 2021.

AYES:

NOES:

ABSTAIN:

ABSENT:

BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT

Jeffrey Barke, President

ATTEST:

Joe Mendoza, Secretary
Rossmoor Community Services District

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-1

Date: December 14, 2021

To: Honorable Board of Directors

From: General Manager Joe Mendoza
General Counsel Tarquin Preziosi

Subject: CONSIDERATION OF A CONTRACT SERVICES AGREEMENT FOR STREET SWEEPING WITH SUNSET PROPERTY SERVICES

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors approve the Contract Services Agreement (CSA) for Street Sweeping with Sunset Property Services in the amount of \$78,458.32. The CSA has been reviewed and approved by General Counsel Preziosi.

BACKGROUND

The Rossmoor Community Services District (RCSD) Board of Directors have been working diligently on bringing a new street sweeping schedule to the District to better serve our residents and to alleviate the parking issues associated with the current street sweeping schedule. With the support and assistance of County of Orange Supervisor Katrina Foley (Second District) an ordinance to allow for sweeping to be done on alternate days and sides of the street, and funding, was approved by the Board of Supervisors.

The new schedule provides street sweeping on the first and third Mondays for odd-numbered addresses, and the first and third Tuesdays for even-numbered addresses, thus providing residents and visitors with parking alternatives to avoid a parking violation ticket. This new schedule will increase service days and cost, therefore the District requested service quotes from numerous street sweeping companies.

The RCSD has been on the current street sweeping schedule of the first and third Mondays of each month between 8:30 a.m. and 4:30 p.m., for over 30 years. Thus the new street sweeping schedule is a major change.

At their Special Meeting of October 19, 2021, the Board of Directors approved Amendment 1 to the Cooperative Services Agreement MA-080-19011372 between the County of Orange and the Rossmoor Community Services District for Street Sweeping Services and authorized the General Manager and General Counsel to make any non-substantial changes necessary. The motion passed 4-0 with Director Nitikman, absent. The Agreement included a provision to increase the funding from Orange County Public Works for street sweeping from \$60,000 to a maximum of \$80,000 per year.

INFORMATION

The RCSD requested service quotes from numerous street sweeping companies and was able to secure three viable quotes. The following outlines the vendors submitting quotes:

Vendor Name	Quote	Comments
CR&R	\$ 77,868	Was not able to guarantee the reliability of their street sweeping service since this is not their primary focus. As a company, their predominant business is waste hauling. CR&R would have to purchase additional street sweepers to service Rossmoor, which would delay the implementation of the new schedule. CR&R was deemed unable to perform within the desired timeframe.
Sunset Property Services	\$ 78,458	Street sweeping is their primary business and they have been in business since 1967. They serve unincorporated areas of Orange County, cities of Fullerton, Mission Viejo, Irvine, Newport Beach, Rancho Santa Margarita, and others. They also service Disneyland. Sunset's references spoke highly of their service and dependability.
R.F. Dickson Co. Inc.	\$108,017	R.F. Dickson has serviced the RCSD for 23 years. They provided a bid that was well over our budget, therefore the District could not afford to continue a contractual relationship with them. General Counsel will provide notice and terminate the relationship based on our current contract.

Fiscal impact: \$78,458; this amount does not impact the District's budget as Orange County Public Works will cover the cost of the new street sweeping schedule up to \$80,000.

The General Manager recommends that the Board of Directors approve the Contract Services Agreement with Sunset Property Services in the amount of \$78,458.32.

ATTACHMENTS

1. Contract Services Agreement for street sweeping with Sunset Property Services

**ROSSMOOR COMMUNITY SERVICES DISTRICT
CONTRACT SERVICES AGREEMENT FOR STREET SWEEPING**

1. Parties and Date.

This CONTRACT SERVICES AGREEMENT FOR STREET SWEEPING (“Agreement”) is made and entered into this 14th day of December 2021, by and between the Rossmoor Community Services District, a public agency (“District”) and Jonset LLC, a California limited liability company dba Sunset Property Services (“Contractor”). District and Contractor are sometimes individually referred to as a “Party” and collectively as “Parties.”

2. Recitals.

2.1 Contractor. Contractor desires to perform and assume responsibility for the provision of contract services in connection with street sweeping on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing such services, and is familiar with policies and requirements of the District.

2.3 Project. District desires to engage Contractor to provide contract services in connection with street sweeping (“Project”) on the terms and conditions set forth in this Agreement.

3. Term.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be for a period not exceeding two (2) years from the date of this Agreement, unless earlier terminated as provided herein. District may elect, in its sole and absolute discretion, to extend the Initial Term of this Agreement for three (3) one (1) year extended terms, provided District gives Contractor written notice of such election prior to the expiration of the Initial or Extended Term, as applicable. 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. 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. Contractor shall not contract with any entity to perform in whole or in part the Services without the express written approval of the District, as determined in the District's sole discretion.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term 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 the event of a City Holiday, Contractor will push that scheduled service day to the following Wednesday or mutually agreed upon rescheduled date. In the event of inclement weather or if City requests Contractor not to sweep on a regularly scheduled street sweeping day, there will be no deduction from the monthly invoice. Following inclement weather, Contractor crews will spend additional time to handle the excessive debris and associated costs caused by a change in the weather.

3.2.3 Standard of Care; Performance of Contractor. 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 Contractor's performance of Services. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations.

3.2.4 Representatives of District and Contractor. Andrea Howhannesian is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the Services and to make all decisions in connection therewith. The District's General Manager, or his/her designee, is hereby designated as being the representative of the District authorized to act in its behalf with respect to the Services and to make all decisions in connection therewith.

3.2.5 Insurance.

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

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto).

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) General Liability: A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either (i) a combined single limit of \$2,000,000.00 or (ii) bodily injury limits of \$1,000,000.00 per person, \$1,000,000.00 per occurrence and \$2,000,000.00 products and completed operations and property damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; (2) Workers Compensation Insurance: A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the District against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or service contemplated in this Agreement; and (3) Automobile Liability: a policy of comprehensive vehicle liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of \$1,000,000.00 per person and \$2,000,000.00 per occurrence and property damage liability limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate to cover the operation of all automobiles, trucks, street sweeping vehicles or other motorized vehicles utilized by Contractor. Said policy shall include coverage for owned, non-owned, leased and hired vehicles.

3.2.5.2 Insurance Provisions. All of the above policies of insurance shall be primary insurance and shall name the District, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the District, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the District. In the event any said policies or insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the General Manager. No work or Services under this Agreement shall commence until the Contractor has provided the District with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the District. The Contractor agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible. The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the District due to unique circumstances.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference.

3.3.2 Payment of Compensation. Contractor shall submit to District in the form approved by District, a monthly statement for Services rendered prior to the date of the statement. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon. The statement shall include the dates of sweeping, the curb miles swept, and the fee for such services.

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. To the extent permitted by law, Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 General Provisions.

3.4.1 Termination of Agreement.

3.4.1.1 Grounds for Termination. District 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 seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation.

3.4.2 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:

<p>Contractor: Sunset Property Services 16251 Construction Circle West Irvine, CA 92606 Attn: Andrea Howhannesian, Site Manager</p>	<p>District: Rossmoor Community Services District 3001 Blume Dr. Rossmoor, CA 90720 Attn: Joe Mendoza, General Manager</p>
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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.

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

3.4.4 Indemnification. Contractor agrees to defend, with attorney of the District’s choosing, indemnify, hold free and harmless the 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 the District, its elected officials, officers, agents and employees arising out of the performance of the 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 the 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 the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the District, its elected officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the District for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the 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.

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

3.4.6 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.

3.4.7 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.

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

3.4.9 Successors and Assigns. The terms and conditions of this Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the District. This Agreement may not be assigned by Contractor without the prior written consent of the District.

3.4.10 Incorporation of Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Agreement.

3.4.11 Corporate Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so the Parties hereto are formally bound to the provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

ROSSMOOR COMMUNITY SERVICES
DISTRICT

Joe Mendoza, General Manager

Dated: _____

JONSET LLC
DBA SUNSET PROPERTY SERVICES

Christopher M. Valerian
CEO

Date: _____

Daniel Nauert
Member

Date: _____

EXHIBIT "A"

Scope of Services

Contractor shall sweep the gutter, and curb areas in proximity to the gutter, in the public right-of-way of all streets within the geographic boundaries of District, consisting of approximately sixty-three (63) curb miles as generally set forth in the District map attached hereto and/or provided by the District from time to time, so as to be free of all debris, leaves, soil, litter, and other materials. Contractor shall perform such sweeping services four times a month. Sweeping shall be done on the first (1st) and third (3rd) Mondays and the first (1st) and third (3rd) Tuesdays, between the hours of 8:30 a.m. and 4:30 p.m., Pacific time (the "regular sweeping"), or on such additional date(s) as the District may, from time to time, request in writing. Street sweeping shall be done on alternating sides of the street based on a split schedule such that each side of a street will be swept twice a month and shall conform to posted parking prohibitions. The map attached hereto indicates the days and times which the street sweeping will take place in each neighborhood.

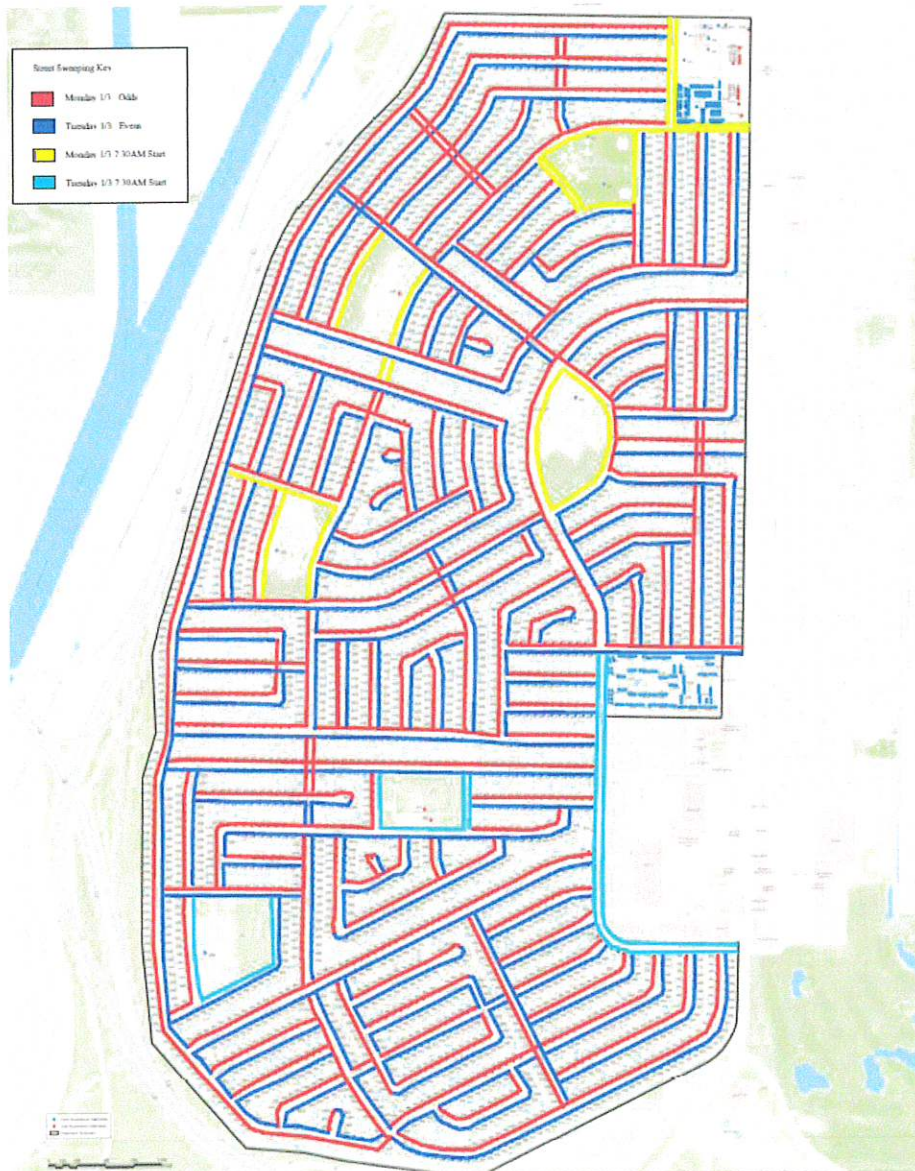


EXHIBIT "B"

Schedule of Compensation

Contractor shall be compensated at the rate of \$51.89 per curb mile per sweep covering each side of the street, equaling a total of approximately 126 curb miles per month for a total annual amount not to exceed \$78,458.32, without prior written approval by District.

EXHIBIT "C"
Performance Standards



Sunset Property Services
District of Rossmoor
Proposal
STREET SWEEPING SERVICES 2021



Setting the Standard
Since 1967

Respectfully submitted by
Jonset Corporation
dba Sunset Property Services
16251 Construction Circle West
Irvine, CA 92606
(949) 551-5151
AHowhannesian@SunsetPropertyServices.com

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May 13, 2021



Serving the Statewide
Since 1967

Joe Mendoza
General Manager
Special District of Rossmoor
Rush Park, 3001 Blume Drive
Rossmoor, CA 90720

Subject: Residential Sweeping and Roadway Cleaning Maintenance Services

Mr. Mendoza:

We are pleased to provide the District of Rossmoor with our proposal for street sweeping services. Sunset Property Services is a local, family owned and operated MBE & DVBE business that has been proud to be a part of the Orange County community for over 43 years.

Sunset offers more than 54 years of experience and a substantial amount of comparable knowledge from our existing work on this contract and comparable municipality relationships. We are a proven provider of quality street sweeping services to many surrounding Orange County municipalities. We uphold our pledge of excellence to our clients through constant communication and reporting to ensure that we can proactively handle a variety of needs in a timely, cost effective manner. These reports have been submitted to your city to help identify landscaping, sloping, safety and service issues.

Our veteran team is eager for the partnership opportunity with your staff. Sunset goes unparalleled, not only in the proximity of our fleet and personnel headquarters to Rossmoor, but also in the variety and extent of services we can effectively and efficiently mobilize being a native Orange County based company. Additionally, we have a pride and focus being so invested and engrained in the OC community. No other competitor can match us in the vast services that can be at your disposal. Our headquarters and fleet, with limited notice, can perform any service task to the highest quality with little to no limitation on fleet availability or distance/time constraints. This proximity also equates to a lower response cost for any emergency needs or services; this includes a quicker execution and greater public safety.

We are proud to offer the latest technology with our modern fleet. For this contract we would utilize our state-of-the-art TYMCO 600 regenerative air sweepers. As an added benefit, Sunset's sweepers are also equipped with broom assist head (BAH) for added efficiency. This allows for a better cleaning and more thorough removal of heavy debris through our investment in this option. Our sweepers are AQMD approved as well as PM10 certified for the cleanest level of removing debris that also mitigates airborne particulates. Sunset was first in the nation to introduce the TYMCO Alternative Fuel 600 sweepers, in 1993, ten years before it was mandated.

Orange County
15251 Conditon
Oriskany
Irvine, CA 92606-4412
(949) 551-1151
(949) 551-4377 FAX

We are best qualified as Sunset provides the highest value and competitive pricing with the delivery of the highest quality service. Through our familiarity with and focus in the Orange County area, we have proven our performance with neighboring cities and with County Unincorporated areas. Additionally, during the uncertainty and additional troubles in 2020 brought on by COVID-19 we demonstrated with our current municipal and commercial clients we could continue to provide services safely and without alterations or delay.

Most substantial will be that we are willing to work through the split schedule being reviewed by your district. We understand the pressure on residents with posted streets and applaud that this is being reviewed to make their parking easier. Sunset has demonstrated our ability to work through and execute these more advanced schedules. Rancho Santa Margarita was the most recent city we helped provide a study and execute different posted sections. We also helped Aliso Viejo and Niguel transition or bring on split posted streets. In addition to other areas and cities we work with to ticket, we have also been working with the County on their street posted sections with great success for over nine years.

We are hopeful we can help you in your district's changes and would like to thank you for your consideration of our proposal and look forward to the opportunity to providing service to Rossmore.

Sincerely,



Andrea Howhannesian
Site Manager

Qualification of the Company

Sunset Property Services is a family owned and operated business that has been proud to be headquartered in Irvine since 1978. For over 54 years Sunset has grown in California to become one of the premier providers for all service needs.

Project Onboarding

Our expert operations team works to keep you actively informed of your sites status while functioning to provide innovative and precautionary measures to ensure the utmost level of safety, health and service. Our management team places an emphasis on being in the field, not just behind a desk. We save our clients' money by being the first line of communication for facility issues and are unequaled in our response time to any emergency or special needs.

Not only do we rely on the sharpened ears and eyes of our crews, but we have placed an emphasis on our reporting and the data we establish for every client. Our experienced team provides routine quality checks of our services daily, through reporting and through consistent site visits. Our continuous safety, training and certification meetings are also strictly adhered to, so that the locations of service are being maintained at the optimum feasible level of efficiency. Due to our high standards, as well as the benefit of our headquarters being based less than twenty miles away from the District of Rossmoor, you can expect that all concerns can be addressed proactively and that they are being consistently monitored by our experienced and highly trained staff. In case of emergencies, our location allows quick and direct access to our expansive and diversified services.

We utilize electronic work order reporting to document all aspects of a service from customer calls to special concerns. This detailed history keeps a progressive synopsis of our projects readily available to any personnel involved from the top down. Our method of reporting provides an invaluable culmination of records on a per service level which can also be used to emphasize a larger picture of the areas of service. We are also able to provide complementary services instantaneously based on our wide range of services and centrally located fleet & crew.

Service Request

All service requests are channeled through our 24/7/365 office which is tracked on a proprietary system to ensure execution, efficiency and tracking. Additionally, a client log is simultaneously kept to keep record of hotspots and client needs. Due to our proximity and consummate knowledge, service requests are created as they come in through our Contracts Manager and can be scheduled in short notice (under 1 hour) if emergency services are needed.

In addition to our timely response, we have a wide range of in house services that can be readily used by the district.

Sunset provides a wide array of complementary services available with a locally centralized crew and complete scheduling flexibility. Our range is inclusive of but not limited to:

- | | |
|--------------------------------|---------------------------------|
| ❖ GRAFFITI REMOVAL | ❖ RD-2000 OIL ABSORBENT |
| ❖ SEALING | ❖ CUSTODIAL /DAYPORTER |
| ❖ AWNING CLEANING | ❖ PARKING LOT SWEEPING |
| ❖ HAULING | ❖ STREET SWEEPING |
| ❖ HYDROWASH/RECLAMATION | ❖ SPECIAL EVENTS |
| ❖ PRESSURE WASHING/RECLAMATION | ❖ CONSTRUCTION SITE CLEAN-UP |
| ❖ WINDOW WASHING | ❖ PARK BENCH/BUS BENCH CLEANING |

Equipment

We are proud to be able to provide the latest technology with our ever evolving and current fleet. For this contract we would utilize our state-of-the-art diverse fleet of TYMCO 210, TYMCO 435 and TYMCO 600 sweepers. This enables our team to handle all manner of roadways, narrow streets and parking lots to maximize efficiency and minimize asphalt damage as well as safety concerns. Our sweepers are PM10 certified for the cleanest level of removing debris that also mitigates airborne particulates and has proven effective for the alleys in the past.

GPS Utilization

For over 13 years we have provided the benefit and accountability of GPS tracking on our entire fleet of vehicles to our clients. We recently invested in new equipment to give second by second reporting in real-time on our entire fleet. Sunset pairs physical quality checks with technological advances and in depth on demand reporting capabilities. Through our GPS we enable our customers to have access to real-time data and assurance of vehicle location. Our system also includes features that monitor everything from the speed to equipment activity. With this advanced supervising enabled through any internet connection, we can assert that our vehicles maintain the appropriate speed for optimum cleaning and can provide hard reporting to substantiate our affirmation.

Through our GPS, site and city transitions are easily obtained and real-time monitoring can be affirmed so that the learning curve of new work is nearly non-existent. The other features of the GPS system provide a quick analysis to pinpoint inefficiencies on new accounts so that through our transition we can propose more effective ways to serve our clients.

Real-time second by second quick mapping lets us see our fleet at a glance and dispatch according. We also know at all times where these vehicles are, what speed and direction they are traveling, the route they have taken and much more. Historical routing of each vehicle and the location at a specific time can also be retrieved and used for analysis. When Sunset promises a vehicle at a certain time and location, we can guarantee our prompt response and completion, even at obscure hours.



Our GPS system allows business rules to be entered so that we can immediately receive notifications of violations even outside of normal business hours. These alerts can even be received by phone or tablet to maintain full around the clock accountability and makes our ability to react to situations instantaneous. Alerts can be defined on: vehicle idle time, hard braking, hard swerving, fuel & oil level, engine data, speeding against posted speed limit, maintenance and much more so that we can back our commitment to safety and performance with hard data.

Flexible reporting with a full suite of reports, ranging from very detailed to high level, are also processed quickly and automatically from the system. Run reports by vehicle, fleet, driver or team. All are generated in an easy-to-read format that can be printed, saved or set to send automatically to one or more recipients. Reporting is easy to use, but can be set up internally for our clients hassle free.



Work Plan

Sunset Property Services as a company has approximately 75-85 employees that work mostly full time with about 10 employees working part time. This combination allows us to easily cover absenteeism and needed vacation or time requested off for our employees. We have the ability to provide on-site leadership during both the day and night shifts. We have mobile supervisors that can respond to emergencies when necessary to support any special needs of the crews working at any of our locations. Our trained supervisors also provide quality control checks to ensure the highest level of service is provided to each and every client. Our Site Manager and our Asst. Operations Manager interface directly with clients on a routine basis to obtain feedback on service while allowing the client direct contact with our management team.

Below are the guidelines and reporting highlights that have allowed us to be a seamless success when taking on large and expansive projects and have been utilized for your district:

- Maximize our labor potential by assigning key roles based on experience and skills
- Maintain daily reporting to guarantee all services are met
- Utilize our Quality Control program to locate areas with special needs or areas of concern
- Provide site walks by veteran management for better control
- Conserve energy through management of procedures and key personnel
- Report and analyze all aspects of the work performed and actively come up with new ways to better our services
- Constant communication with the client to follow up on needs and keep all needed personnel informed and minimizing learning curve while continuing to gather and address feedback
- Utilize technology for identifying all aspects of the project implementations to manage and assign tasks accordingly to design an efficient infrastructure

Qualifications of Management Staff

Quality Assurance/QC Program

We offer a customized set of processes for each scope of work, implemented seamlessly and reported consistently for quality assurance. Effective communication and fleet/vehicle monitoring and scheduling via GPS is an essential part of our success and the pervasive tool throughout our service integration and continuation. Utilizing technology, we adhere to a strict and thorough integration plan that has enabled us to become adaptive and successful when transitioning projects. The following actions are observed for new accounts:

- **Area/Site Analysis** – identify individual needs and highlight any potential areas that may require special attention
- **Pre-Service Team Brief/Assignment** – assess and communicate to teams directly assigned to the project any areas of special care and assign crew with strengths best suited for the needs of the project to guarantee accountability, stability and exceptional work
- **Establish History and Quality Control** – meet regularly to go over performance, initial feedback as well as review current methods and execution to ensure that each project is receiving specialized attention and that all crew members are fully aware of changes or modifications as necessary
- **Report** – as the eyes and ears of our clients, report back any potential problems or suspicious/irregular activity and recommend additional services as necessary according to the needs of the property
- **Familiarize and Nurture Growth** – reliability is key but continuing to analyze and discover fresh approaches or needs is the cornerstone to progress

Crews

Sunset takes pride in its accomplishments as a team and the dedication, as well as experience, of our crews. We value loyalty and consider all employees a part of the Sunset family. Sunset strives to maintain exceptional quality in our work as well as in our relationships with our crews and staff, evidenced by the average 10-year tenure of our employees. This is a direct result of our commitment to supporting our crews, implementing exceptional project strategy and our ability to pair quality with loyalty. Their training and experience is an essential part of how Sunset seamlessly transitions new contracts.

Our crew cross training and focus has been a proven benefit during the difficulties of COVID-19.

Employee Benefit Program

Another pivotal point to the success of our business has been to create an incentive program for our crews. Part of quality assurance means proactively giving our crew the tools and encouragements to excel. Our program gives greater accountability to translate into a more effective workforce with greater benefits and a happier working environment. This positively impacts employees' conduct and performance to give greater value, savings and quality for our clients.

Corrective Action Plan

Sunset's procedure for corrective action currently utilizes our electronic Q.A. reporting system which is documented and communicated through our encompassing proprietary electronic Work Order

system. Sunset's supervisors and Q.A. personnel are trained to fill out an inspection report which is then delivered back to our main office and input electronically. If the reported results does not meet our high level of standards or there is a unique issue, a work order is opened and immediate action is taken. This simultaneously archives the report and creates an action plan accompanied with completion dates and a new inspection date. We are able to report and monitor the historical data in order to identify potential trends.

This process is multipurpose and carefully documents areas that need special care and are notes them for future reference. This can also integrate with our scheduling system to assert better controls and easily identifiable service history. Our experience in other accounts allows for a cross check between new locations and veteran locations that already have an accumulation of data so we can distinguish areas to closely monitor before we even commence services. We can provide polls to residents to actively search for their feedback to confirm we are providing services to the best of our abilities and with resident high approval. Correspondence logs are also maintained and communicated to staff to keep a transparent log of any calls from residents. Our internal systems ensure that we comply with the contract time frames on all levels.

Accountability & Customer Service

At Sunset, we hold our work to the highest standards and we know that accountability is of the utmost importance. Our goal is to provide the highest quality service possible. In order to maintain accountability and quality we have a dedicated contract manager as well as a client services representative, that handles any requests or concerns that our clients may have. Additionally, we have an operations team that meets daily, headed by our director of operations, to discuss any issues, new requirements or concerns to ensure that everything is running smoothly. Service and direct contact to our team is available 24 hours a day, 7 days a week.

Our proprietary work order system designed in house, creates electronic work orders to ensure that any special notes as well as basic information can be kept for reference. Client information is meticulously maintained to ensure that all documentation for the client is kept up to date and ready at any time for any potential needs or verification. Our accounting provides a customized and exhaustive breakdown of the city and the billing for each invoice cycle for fully disclosed communication and 100% accuracy. We want to ensure that accurate accounts are kept and recorded and that past information can be accessed at a moment's notice.

If special services or requests are made, outside of the scope of work, Sunset crews are prepared to handle any needs at any time. We believe we offer the best of both worlds being an involved small local business; providing big company solutions with distinct personal touches.

Company Experience

Recent Experience

Sunset is pleased to provide street, lot and bike trail sweeping to many neighboring entities in and around Rossmoor including Fountain Valley, Unincorporated areas of Midway City and Anaheim. Most recently, the City of Fountain Valley and Newport Beach were successfully transitioned mid 2020 for city-wide street sweeping. Additionally, over the past couple of years, we were awarded by SCMSDC through our longstanding relationship with Disneyland with a 2019 Supplier of the Year Award. We continue to show our city contracts and commercial partners our commitment to excellence, safety and reliability.

References

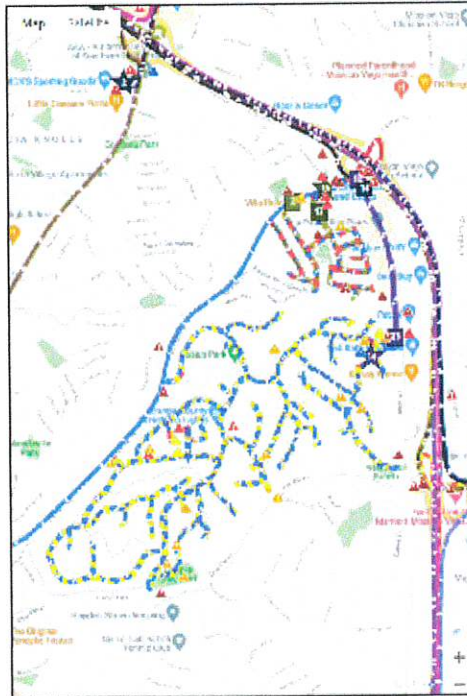
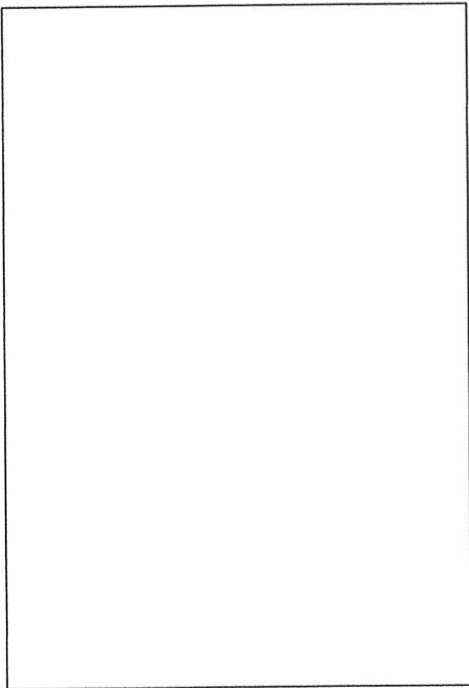
<u>Date Value</u>	<u>Name & Address</u>	<u>Contact</u>	<u>Description</u>
Current +\$400K	City of Mission Viejo 27204 E. La Paz Road Mission Viejo, CA 92692	Corey Gonyea cgonyea@cityofmissionviejo.org (949) 362-4341	City-wide street sweeping services including parking lots & bike trails.
Current +\$450K	City of Irvine 6427 Oak Canyon Irvine, CA 92618-5202	John Dupont JDupont@cityofirvine.org (949) 724-7617	City-wide street sweeping services including parking lots & bike trails.
Current +750K	City of Newport Beach 100 Civic Center Drive Newport Beach, CA 92660	Casey Parks CParks@newportbeachca.gov (949) 718-3481	City-wide street sweeping services including parking lots & bike trails.
Current +\$120K	City of Rancho Santa Margarita 22112 El Paseo Rancho Santa Margarita, CA 92688-2824	Brendan Dugan BDugan@cityofrsm.org (949) 635-1805	City-wide street sweeping services including parking lots.
Current +700K	Disneyland Resort 700 W Ball Rd Anaheim, CA 92802	Karla Kingma Karla.Kingma@disney.com (714) 781-7752	Open parking lots and parking structures (6 th largest in the world)

All references listed above have been successfully transitioned and managed by the proposed team for the District of Rossmoor.

Schedule of Performance

Through our historical routing, current use of knowledgeable sweeper operators and our management team that has been with the company for an average of over 25 years, we are well versed with you city and the routes. We will be able to rollout the changes being proposed while upholding our indoctrinated routing.

Our current GPS mapping confirms start points and properly divides scheduled days, including those requiring multiple sweepers outside of the primary. This is only achieved efficiently due to our expansive understanding being that we are based in Orange County and we have a presence here with our other contracts and through our teams that live in Orange County. Below includes a sampling of our current mapping including points of interest:



Costs

With our current understanding of the plan for 63 curb miles of residential streets being swept in its entirety twice per month and in the direction being taken regarding the split posting, we are proposing the below costs:

Cost Per Curb Mile:	\$ 51.89/CM
Annual Cost:	\$78,458.32/Yr

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-2

Date: December 14, 2021
To: Honorable Board of Directors
From: General Manager Joe Mendoza
General Counsel Tarquin Preziosi
Subject: PROPOSED REVISIONS TO POLICY NO. 3085, STREET SWEEPING, REGARDING CHANGES TO STREET SWEEPING SCHEDULE

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors consider and approve the proposed revisions to Policy No. 3085, Street Sweeping, regarding changes to the street sweeping schedule consistent with the proposed Contract Services Agreement for Street Sweeping with Sunset Property Services.

INFORMATION

To facilitate the change in the street sweeping schedule within the RCSD, staff prepared a revised Policy No. 3085.30, Vehicles, which outlines the no parking restrictions that will be in place under the new schedule:

Current street sweeping no parking restrictions are posted for the first (1st) and third (3rd) Mondays on the odd-numbered side of the street and the first (1st) and third (3rd) Tuesdays on the even numbered side of the street, between the hours of 8:30 a.m. and 4:30 p.m. If the normal Monday or Tuesday designated for street sweeping is a holiday, street sweeping will occur on the following Wednesday.

Because Policy No. 3085 was re-adopted by Ordinance No. 2014-01 in 2014, staff recommends that this amendment similarly be adopted by ordinance. Should the Board approve the proposed amendment, an ordinance will be brought before the RCSD Board for first reading on January 11, 2021.

ATTACHMENTS

1. Policy No. 3085 -- Street Sweeping: redline version showing changes to current policy
2. Policy No. 3085 -- Street Sweeping: final version for approval

Rossmoor Community Services District

Policy

No. 3085

STREET SWEEPING

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

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

3085.30 Vehicles: No vehicles should be parked on the streets on sweeping days during the hours indicated on signs posted within the Rossmoor community. Rossmoor homeowners/residents should inform visitors at their residences to park in their driveway on street sweeping days. Current street sweeping no parking restrictions are posted for the first (1st) and third (3rd) Mondays on the odd-numbered side of the street and the first (1st) and third (3rd) Tuesdays on the even numbered side of the street, between the hours of 8:30 a.m. and 4:30 p.m.~~1st and 3rd Monday of each month from 8:00 a.m. to 4:30 p.m.~~ If the normal Monday or Tuesday designated for street sweeping is a holiday, street sweeping will occur on the following Wednesday.

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

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

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

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

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

Rossmoor Community Services District

Policy

No. 3085

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ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM H-3

Date: December 14, 2021
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: DISCUSSION REGARDING PERMANENTLY CHANGING THE DATE OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT MONTHLY REGULAR BOARD MEETINGS

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors review and discuss the information provided regarding permanently changing the date of the RCSD monthly regular Board meetings, and direct staff accordingly.

BACKGROUND

At the November 9, 2021 RCSD Board of Directors meeting, a written comment was submitted by an individual and read into the record asking the RCSD Board to consider scheduling RCSD Board meetings on a different date and time so they are not in conflict with Los Alamitos Unified School District (LAUSD) meetings also held on the second Tuesday of the month (the District also meets the fourth Tuesday of the month – most months). President Barke requested that the item be placed on the December 14, 2021 agenda for consideration. Thus this item is being brought before the Board this evening.

It should be noted that any permanent change to the date of the regular Board meeting would need to be approved by resolution at a future Board meeting and the public would need to be properly notified. RCSD Policy No. 5010 (Attachment 1) governs District Board and Committee meetings.

On September 10, 2019, the RCSD Board of Directors also discussed the possibility of changing the date of RCSD Board meeting from the current second Tuesday of each month schedule to another date each month. The discussion at that time revolved around the conflict between RCSD and LAUSD meetings that would prohibit Board members attending and/or participating in the respective meetings, and would also create a conflict for residents and community members who desired to attend both agency's meetings.

After discussion, which included the availability of General Counsel Tarquin Preziosi and the videographer for the Board meetings, Doug Wood, the RCSD Board made the decision in September 2019 to keep the second Tuesday of each month Board meeting schedule and no changes were made at that time.

INFORMATION

RCSD staff researched potential scheduling impacts of changing the RCSD Board meeting date and found the following current meeting schedules for those agencies of particular interest to the RCSD:

Agency	Monthly Board/Council Meeting Dates
<i>Rossmoor Community Services District</i>	<i>Second Tuesday: January – December</i>
Los Alamitos Unified School District	Second and Fourth Tuesdays <i>Note: 2021 canceled meetings for reference: second meetings (fourth Tuesday) in May, July, August, November and December</i>
Rossmoor Homeowners Association	Third Tuesday
City of Los Alamitos	Third Monday
City of Seal Beach	Second and Fourth Mondays <i>Note: second meetings (fourth Monday) canceled in July, August, November, December</i>

The following should be considered if the RCSD Board wishes to move their meeting date from the second Tuesday to another day of the month:

1. **Monday:** A number of District holidays fall on Mondays. General Counsel Preziosi is unavailable the first, second, and third Mondays of the month. Videographer Doug Wood has conflicts as well.
2. **Tuesday:** Legal Counsel Tarquin Preziosi currently is unavailable the first and third Tuesday of the months, LAUSD meets the second/fourth Tuesdays, and RHA meets on the third Tuesday of the month.
3. **Wednesday:** The Rush Park Auditorium is rented by Calvary Chapel on Wednesday evenings.
4. **Thursday:** Legal Counsel Preziosi is not available on Thursdays; videographer Doug Wood has availability; the Auditorium is available.

Should the Board determine they would like to change the RCSD Board meeting schedule, as noted previously, this item would be agendized for the January 2022 meeting with a resolution establishing the new meeting date schedule, and the second reading and adoption would be scheduled for the February Board meeting. This would allow the new schedule to be implemented in March 2022.

ATTACHMENTS

1. RCSD Policy No. 5010

Rossmoor Community Services District

Policy

No. 5010

BOARD/COMMITTEE MEETINGS

5010.10 Presiding Officer: The President shall be the Presiding Officer at all meetings of the Board. In the absence of the President, the First Vice-President shall preside. In the absence of the President and First Vice-President, the Second Vice-President shall preside.

5010.11 Duties of Presiding Officer in Conducting Meetings: All meetings of the Board shall be presided over and chaired by the Presiding Officer. In compliance with the requirements of law, the Presiding Officer may rule a speaker out of order during a Meeting if the subject raised is not within the subject matter jurisdiction of the District, or during a Public Hearing if the speaker is not presenting testimony or evidence relevant to the matter which is the subject of the public hearing.

5010.12 Presiding Officer's Responsibilities: The Presiding Officer shall have the responsibility for the conduct of meetings in an orderly manner and to prevent the obstruction of business, and in carrying out this responsibility shall have the authority to give the floor to any member of the Board or public by recognizing them, to prevent the misuse of legitimate forms of motions or privileges, to take matters up out of order, and to order any persons willfully and persistently disrupting the meeting to be removed from the room after compliance with the requirements of law.

5010.13 Executing Documents. The President (or Vice President, in the absence of the President) shall sign ordinances, resolutions, and contracts adopted by the Board. The Secretary shall attest to the signature of the President or Vice-President.

5010.20 Open Meetings: All Regular Board Meetings, Special Meetings and Committee Meetings of the Board, including ad hoc Committees are subject to the open meeting requirements of the Ralph M. Brown Act (Act). Whenever a majority of the Board or a Committee meets to conduct business, said meetings shall be noticed in accordance with the Brown Act stating the purpose in three conspicuous public places in the District stating the purpose time, date and location of those meetings. the notice shall include copy of the Agenda and be posted with a certification signed by the General Manager that the notice was posted in the appropriate timeframe prior to the meeting as required by the Act.

5010.30 Regular Meetings: Regular meetings of the Board shall be established as to the time and place by Resolution.

5010.31 Public Meetings: All meetings of the Board shall be public, except for closed meetings as provided for in the Act.

5010.32 Quorum: Any three members of the Board shall constitute a quorum for the transaction of official business. Except as provided by law, at least three affirmative votes are required to take action by the Board.

5010.33 Cancellation of Meetings: The President or any three members of the Board may cancel a regular meeting of the Board. When feasible, notice of the cancellation shall be posted at least twenty-four (24) hours in advance of such cancellation.

5010.40 Special Meetings: Special meetings of the Board may be called by the President or any three of the Directors at any time deemed advisable, in compliance with the Act.

5010.41 Notification: All Directors and the General Manager shall be notified of the special Board meeting and the purpose for which it is called. Said notification shall be in writing, and received by them at least twenty-four (24) hours prior to the meeting. Written notice may be dispensed with if the conditions set forth in the Brown Act are met.

5010.42 Items of Business: Only those items of business listed in the agenda/call for the special meeting shall be considered by the Board at any special meeting.

5010.50 Special Emergency Meetings: Where prompt action is necessary due to the disruption or threatened disruption of public facilities, special emergency meetings may be held without the 24-hour notice required in 5010.41 above. The meeting may be called by the General Manager, Board President or 1st Vice President in the President's absence. Such meetings shall be called and conducted in compliance with the Act.

5010.60 Committee Meetings of the Board: Committee meetings shall be conducted under the provisions of Policy No. 5030 Committees of the Board of Directors. Committee meeting may be called by any member of the Committee or requested by the General Manager at any time deemed advisable, in compliance with the Act.

5010.61 Quorum: In order for a Committee to conduct business or take formal action, a quorum of the body must be present throughout the course of the meeting. A quorum of a Committee shall be two members present. A Committee may only have two members and if any additional members of the Board attend, they must only observe and not participate in the Committee meeting or during the public comment portion of the meeting.

5010.62 Committee Agenda Items: Matters referred or under discussion by a Committee shall reside with the Committee until such matters are reported out by the Committee at a Regular or Special meeting of the Board. Once reported out, any member of the Board may raise questions or concerns about the recommendations of a Committee. After discussion, a motion shall be made to adopt, modify, reject or refer the matter back to the Committee for further review.

5010.63 Referrals to Committees: Board members may refer matters to a Committee by requesting such referral during the course of a Board meeting by consent of the Board or by passage of a motion or by making a request to the Board President to request the General Manager to place such matter on the next Agenda of the appropriate Committee. Once the matter is within the jurisdiction of the Committee, a Board member may only pose questions or concerns to the General Manager who shall convey such questions or concerns for discussion at the next meeting of the Committee.

5010.70 Adjourned Meetings: Any meeting of the Board may be adjourned to a later time and place specified in the order of adjournment.

5010.80 Annual Organizational Meeting: The Board shall hold an annual organizational meeting at its regular meeting in January. At this meeting the Board shall elect a President, 1st Vice President, and 2nd Vice President.

5010.90 Order of Agenda Items: The Presiding Officer of the meetings described herein shall conduct the order of agenda items as prescribed in Policy No.5010. Agenda items may be taken out of order at the request of member of the public, the General Manager or a Board member with the consent of the Board.

5010.100 Information for Audience: The General Manager shall provide appropriate information for the audience at meetings of the Board. and ensure that physical facilities for said meetings are functional and appropriate.

5010.110 Public Forum: Anyone in the audience may address the Board about any subject not on the agenda during the Public Forum portion of the meeting, as long as the subject is within the jurisdiction of the District. Time limits are prescribed in Policy No.5020.

5010.120 Agenda Items: Anyone in the audience who wishes to address the Board on any agenda item may do so either at the Public Forum portion of the meeting or when the agenda item comes before the Board, subject to the Board's time limitation. Once the public comments on each agenda item are declared closed and deliberations are returned to the Board, there will be no further input from the audience on that item unless it is reopened by a majority vote of the Board.

5010.130 General Counsel: The District's General Counsel shall attend meetings of the Board at the request of the Board President, a majority of the Board or the General Manager. General Counsel shall render written or oral opinions or advice on matters of law upon a request from a Board Member at a Board meeting or when General Counsel is not present such request shall require approval by the Board. Requests for legal advice from the General Manager may be made whenever deemed appropriate for the proper administration of the District.

5010.140 The General Manager or his/her designee shall attend all meetings of the Board with the right to take part in the discussions, but shall have no vote on any question before the Board.

5010.150 Employee Attendance: An employee of the District, when requested by the General Manager, shall attend a meeting of the Board and if requested by the General Manager, present information relating to matters before the Board.

5010.160 Report to the Board: Under Board Member Items on the Agenda, each Board member shall provide a brief synopsis of any meetings and/or events attended as an elected official, including temporary ad hoc or advisory committees.

Adopted: June 8, 2000

Approved: Renumbering and Format: October 8, 2002

Amended: January 14, 2003

Amended: July 14, 2004

Amended: August 8, 2006

Amended: June 9, 2009

Amended: December 14, 2010

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM I

Date: December 14, 2021
To: Honorable Board of Directors
From: General Manager Joe Mendoza
Subject: GENERAL MANAGER ITEMS

RECOMMENDATION

Receive and file.

INFORMATION

In addition to the day-to-day operations of the Rossmoor Community Services District (RCSD) General Manager has been working on the following projects:

1. FEMA and CSDA Relief Funds Update: Reimbursement applications have been submitted to both FEMA and CSDA for relief funding due to the COVID-19 pandemic. The District is seeking reimbursement for loss of revenue, COVID-related supplies and expenditures, and special equipment that was purchased for sanitizing our facilities. Applications have been submitted and we are in ongoing discussions regarding verification of expenditures, protocols and practices. The FEMA process has been delayed due to state funding and bureaucracy. The CSDA process is new and we anticipate hearing about our reimbursement in the near future.
2. Senior Meal Gap Program: The Senior Meal Gap Program is underway. Sprouts gift cards are being distributed this week to seniors who come to Rush Park from 10 a.m. to noon. Depending on how many cards are distributed by the end of the week, will determine whether the program is extended through the end of the year.
3. Chamber Holiday Breakfast: RCSD continues to support the Los Alamitos Chamber of Commerce which serves the Rossmoor community. On Friday, December 3, the Chamber hosted their annual Holiday Breakfast at the Rush Park Auditorium. The Los Alamitos High School Choir performed and there were approximately 75 attendees.
4. Chamber Awards and Installation Facility Reservation: The Los Alamitos Chamber of Commerce as rented the Rush Park Auditorium for their annual Awards and Installation Luncheon that will be held on Thursday, February 3, 2022.
5. Local Control: The Local Control Ad Hoc Committee (Directors Rips and Nitikman, RHA representatives Marian Last and Gary Stewart, and the General Manager) met on November 11, 2021 regarding Local Control. As a result of the meeting, a satisfaction survey is being created in order to gauge the community's opinions on the services they receive from the District and the County. It was determined that with the holidays, the new street sweeping schedule marketing program, the new recycling program being implemented by CR&R, it would be too much to add this

survey to the information being sent to residents. The Committee will meet again in January and will bring a report to the Board in the future.

6. Redistricting: The Orange County Board of Supervisors have approved their redistricting plans. Unfortunately, our current Supervisor Katrina Foley who has served Rossmoor very well will no longer be representing the RCSD. In the short time she represented the District, Supervisor Foley supported many of our efforts and able to assist our efforts in changing our street sweeping schedule. She was also very generous to our community in sponsoring a number of our special events and providing the funds for the Senior Meal Gap Program. Supervisor Andrew Do will become the District's Supervisor effective January 7, 2022. We look forward to meeting him and establishing a relationship.

With regard to the other legislative representatives in the Assembly, State Senate, and Congress, we have not heard anything definitive. Preliminary reports indicate that we will stay within our Orange County boundary and will not be placed with the City of Long Beach.

6. Athletic Field Renovation: The athletic fields at Rossmoor and Rush Parks are being renovated December 13, 2021 through February 1, 2022. Portions of the fields will be open to the public. Our contractor, BrightView, recently performed grinding of cement areas that were tripping hazards at all of our facilities to make them safe for walkers and joggers.

ATTACHMENTS

None