

# ROSSMOOR

COMMUNITY SERVICES DISTRICT



**Regular Meeting of the Board**  
Agenda Package

**January 10, 2023**

## AGENDA

### BOARD OF DIRECTORS ROSSMOOR COMMUNITY SERVICES DISTRICT

#### REGULAR MEETING

Tuesday, January 10, 2023

7:00 p.m.

#### IN-PERSON

RUSH PARK  
Auditorium  
3021 Blume Drive  
Rossmoor, California 90720

#### PUBLIC PARTICIPATION

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

<https://us06web.zoom.us/j/82187424536?pwd=MDJhdllkxV3ZqQ0c2N3huODVrNFAXZz09>

Enter Meeting ID: **821 8742 4536** and Passcode: **Rossmoor**

The public can observe the meeting live on YouTube using the following link:

<https://youtu.be/xNrQVDEhnm> The name is **Rossmoor CSD**.

---

*This Board meeting will take place in person 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://us06web.zoom.us/j/82187424536?pwd=MDJhdllkxV3ZqQ0c2N3huODVrNFAXZz09>

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

Enter Meeting ID: **821 8742 4536** 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. Join Zoom via Phone:

Call: **+1 669 444 9171** Webinar ID: **821 8742 4536** Passcode: **45294289**

*During the Public Comment Period, press \*9 to add yourself to the queue and wait for District 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](mailto: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 YouTube.com, or by using the YouTube 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 Barke, DeMarco, Maynard, Shade  
Second Vice President Searles
- 3. PLEDGE OF ALLEGIANCE: Director DeMarco
- 4. PRESENTATIONS:
  - a. 2022 State of the District Address presented by Second Vice President Nathan Searles
  - b. Recognition of Sponsors for the 2022 Winter Festival
  - c. Recognition of the Holiday Lights Bike Rides Organizer Nia Hartman
  - d. California Highway Patrol Officer Matt Musselmann Re: District Traffic Report
- 5. ELECTION OF OFFICERS

**B. ADDITIONS TO AGENDA**

*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**

*This forum is reserved for items that are not listed on the agenda but are within the subject matter 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. ANNUAL REPORT ON THE URBAN FOREST 2022

**E. CONSENT CALENDAR**

1. MINUTES:

- a. Regular RCSD Board Meeting of December 13, 2022

2. JULY THROUGH NOVEMBER 2022 REVENUE AND EXPENDITURE REPORTS AND CURRENT LAIF AND US BANK BALANCE THROUGH DECEMBER 31, 2022

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

**F. PUBLIC HEARING:** None

**G. RESOLUTIONS**

1. RESOLUTION NO. 23-01-10-01 – A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT DESIGNATING CERTAIN DISTRICT OFFICIALS TO TRANSACT BUSINESS WITH FINANCIAL INSTITUTIONS WHICH HOUSE THE DISTRICT’S INVESTMENTS, SAVINGS, OR OTHER FINANCIAL ACCOUNTS

**ORDINANCES:** None

**H. REGULAR CALENDAR:** None

1. DISCUSSION AND POSSIBLE ACTION RE: APPROVAL OF PROPOSED PROFESSIONAL SERVICES AGREEMENTS FOR TENNIS INSTRUCTION AT ROSSMOOR PARK
2. CONSIDERATION OF PROPOSED PILOT PICKLEBALL PROGRAM
3. REVIEW OF A DRAFT LETTER REQUESTING A TRAFFIC STUDY TO BE PRESENTED TO SENIOR CIVIL ENGINEER WEI ZHU, ORANGE COUNTY PUBLIC WORKS TRAFFIC INVESTIGATIONS AND STUDIES
4. CONSIDERATION OF RCSD PROGRAMS AND SERVICES SATISFACTION SURVEY RESULTS

**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. 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.*

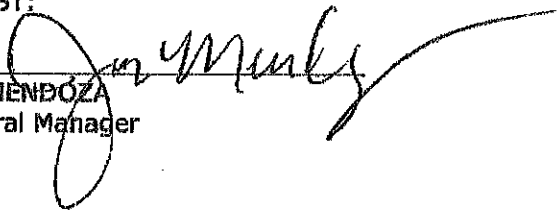
*Any such writing will be available for public inspection at the District offices located at 3001 Blume Drive, Rossmoor, CA 90720. In addition, any such writing may also be posted on the District's web site at [www.rossmoor-csd.org](http://www.rossmoor-csd.org).*

**CERTIFICATION OF POSTING**

I hereby certify that the attached Agenda for the January 10, 2023, 7:00 p.m. Regular Meeting of the Board of Directors of the Rossmoor Community Services District was posted at least 72 hours prior to the time of the meeting.

ATTEST:

\_\_\_\_\_  
JOE MENDOZA  
General Manager



Date 1/5/2023

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM A-4a**

**Date:** January 10, 2023  
**To:** Honorable Board of Directors  
**From:** General Manager Joe Mendoza  
**Subject:** 2022 STATE OF THE DISTRICT ADDRESS

**RECOMMENDATION**

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

**INFORMATION**

In January each year, it is customary that the annual *State of the District* address be presented at the Rossmoor Community Services District (RCSD) Board of Directors meeting.

Second Vice President Nathan Searles will present the *State of the District* address for 2022.

**ATTACHMENTS**

1. 2022 *State of the District* Address





# Special District of *Rossmoor* California

## **STATE OF THE DISTRICT 2022**

**Presented By:  
Nathan Searles, RCSD Board Second Vice President**

At this first meeting of the Rossmoor Community Services District in 2023, it is my pleasure to report on the *State of the District* for 2022.

The RCSD Board of Directors, staff and community displayed resiliency during the COVID-19 pandemic. I acknowledge that was a stressful time that challenged the District's resources and operations. However, it provided the RCSD with an opportunity to evaluate how we could better serve the residents of this community. As a result, in 2022, we have made great strides in getting the District's operations and services back to normal. The RCSD Board of Directors displayed great leadership by encouraging the District to move forward with community gatherings for Rossmoor residents. These opportunities included summer festivals, family fun nights in partnership with The Youth Center, Senior Health Seminars sponsored by the Los Alamitos Medical Center, as well as a Health Fair held at the end of the summer. The programs were very successful and highly attended with approximately 3,000-4,000 participants at each event. These events featured food trucks, entertainment, games, vendor booths, and a kid's zone with slides, a rock wall, and moon bounces. Each event also featured a band and entertainment. Movie nights were also part of the summer activities.

We appreciate the businesses and non-profit organizations that generously provide sponsorships for our large community events. The District is able to expand and offer additional events because of these donors.

I am happy to report that I believe we have made significant progress in a number of areas to provide outstanding services to our residents. The District conducted two bulky item pick up days in partnership with CR&R, bi-weekly mulch giveaways, a bicycle safety event in conjunction with CHP, a public safety seminar hosted by the District and Orange County Sheriff's, and a public forum with Supervisor Andrew Do.

One of the highlights of the past year was the introduction of a weekly Farmer's Market that is held on Thursdays at Rush Park. A variety of vendors are available each week, as well as entertainment for both youth and adults.

The District also improved the quality of life for our residents by implementing a new street sweeping schedule in January 2022 that provides residents the option of parking on alternate sides of the street based on an odd/even address sweeping schedule. This was a major undertaking and we are pleased that the County of Orange Board of Supervisors passed an ordinance in order for the new street sweeping schedule to take effect. For decades, Rossmoor residents struggled with limited parking on street sweeping days. The RCSD Board of Directors diligently sought options to assist residents and we are grateful



with the outcome of the new street sweeping schedule that has been in effect for the last year.

This past year, traffic safety was a priority to the District. As a result, the Board worked with the County of Orange to secure two permanent flashing speed limit reminder signs, larger stop signs throughout the community, reflective tape-wrapped posts on stop signs for greater visibility, and the placement of portable radar speed signs scheduled throughout the District at various times during the year. The District also made "Slow Down" signs available for residents to place in their yards, as well as installing Safety Slow Down Banners at the parks and four elementary schools. The Community Traffic Safety Ad Hoc Committee has been meeting regularly this past year and is making every effort to mitigate the parking issues along the Montecito Corridor, as well as the Hedwig Road/Wallingsford Road area. Another major improvement is the installation of parking lanes along Montecito Road that ultimately reduced the width of the driving lanes that resulted in reduced speeds. All of these measures underscore the District's commitment to ensuring the safety of Rossmoor residents.

A new software program was installed by the District that will provide better accountability, reporting and fiscal management. The District's financial outlook remains strong. Financial stability and transparency is a priority to the RCSD Board of Directors. We anticipate staying within the Fiscal Year 2022-2023 budget. One of the projects budgeted is the new picnic shelter at Rossmoor Park and enhanced flooring at Rush Park Auditorium. Both of these projects will be underway this budget year. The Prop 68 per capita grant received by the District will fund these projects and the deadline for completion of April 2024. The District also received an unmodified audit report from our auditing firm Rogers, Anderson, Malody & Scott, with no management findings.

RCSD takes pride in its urban forest. The District continues to manage over 5,000 park and parkway trees, and planted approximately 146 new trees while overseeing the trimming of over 1,500 trees. The RCSD has earned the "Tree City USA" for the twelfth consecutive year and held an Arbor Day celebration in collaboration with the Los Alamitos Youth Center. This event was well attended by students and adults. The District provides new homeowner packets that includes educational information regarding the care and maintenance of parkway trees.

As the governing body of the Rossmoor, it is the Board's desire to listen to constituents and facilitate excellent service to our residents. As a result, a number of RCSD Board meetings and Parks and Facilities Committee meetings provided residents with the opportunity to voice their opinions and comments regarding having a pickleball program in Rossmoor. The Board took action to offer a trial pickleball program, secure professional sound studies, and surveyed other communities. This effort provides the Board with as much information as possible to enable them to make a decision about the future of pickleball in the District, including where to place pickleball if that is their decision. I applaud the RCSD Board for taking a methodical, careful approach for this important decision.

The RCSD Board and staff also collaborated with Orange County Waste and Recycling and CR&R Incorporated as the new three-bin waste and recycling collection program was implemented. All agencies in California are required to provide organic waste collection services. This is another major change for the residents of the District and in 2022 new lids were supplied for waste containers to identify the proper disposal bins for various items. We appreciate the patience of our residents as CR&R worked to meet the requirements of the State mandate.

In closing, it is my privilege to serve the Rossmoor community. I appreciate my colleagues on the RCSD Board and their dedication. RCSD staff continues to consistently serve and care for our residents. Our fiscal position is strong, and our community's low crime rate and friendly, caring, residents make Rossmoor one of the best places to live in Southern California.

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM A-4b**

**Date:** January 10, 2023  
**To:** Honorable Board of Directors  
**From:** General Manager Joe Mendoza  
**Subject:** RECOGNITION OF SPONSORS FOR THE 2022 WINTER FESTIVAL

**RECOMMENDATION**

It is recommended that the Rossmoor Community Services District (RCS D) Board of Directors recognize the sponsors who generously contributed to the District's 2022 Winter Festival.

**INFORMATION**

On December 10, 2022, the RCS D held the annual Winter Festival. This event included the tree lighting, entertainment by local schools, dance groups, and the Terry Miller Band. The Festival also included a petting zoo, snow zone, Santa's Village, food trucks, vendor booths, and a kid's zone complete with a variety of bounce houses.

A number of generous sponsors contributed to make the Winter Festival possible. The Board will recognize the following sponsors:

<b>Sponsor</b>	<b>Sponsorship Level</b>	<b>Contribution</b>
Simon Law	Title Sponsor	\$5,000
Friday Night Lights	Gold Sponsor	\$2,500
Jones & Mayer	Silver Sponsor	\$1,000
Memorial Care	Silver Sponsor	\$1,000
Rossmoor Homeowners Association	Silver Sponsor	\$1,000
Tomblin Real Estate Team	Silver Sponsor	\$1,000
Alignment Health Plan	Bronze Sponsor	\$500
Braithwaite Chiropractic	Bronze Sponsor	\$500
Los Alamitos Medical Center	Bronze Sponsor	\$500
West Coast Arborist	Bronze Sponsor	\$500
CR&R	Community Sponsor	\$250
The Youth Center	Community Sponsor	\$250

**ATTACHMENTS**

None

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM A-4c**

**Date:** January 10, 2023  
**To:** Honorable Board of Directors  
**From:** General Manager Joe Mendoza  
**Subject:** RECOGNITION OF THE HOLIDAY LIGHTS BIKE RIDES ORGANIZER NIA HARTMAN

**RECOMMENDATION**

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors recognize Nia Hartman for organizing the Holiday Lights Bike Rides in Rossmoor.

**INFORMATION**

Rossmoor resident Nia Hartman, also known as "the bike lady", organized this year's Holiday Lights Bike Rides that took place on December 22 and 23. This is an annual event that fosters a sense of community as individuals and families participate together. Participants met at Rush Park and toured the District to view the award-winning homes in the Rossmoor Homeowners Association holiday lights contest. There were approximately 70 participants on December 22 and 120 on December 23. Santa was a special guest. In 2023, the Holiday Lights Bike Rides will be held December 22 and 23.

**ATTACHMENTS**

None



**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM A-4d**

**Date:** January 10, 2023  
**To:** Honorable Board of Directors  
**From:** General Manager Joe Mendoza  
**Subject:** CALIFORNIA HIGHWAY PATROL OFFICER MATT MUSSELMANN RE: DISTRICT TRAFFIC REPORT

**RECOMMENDATION**

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

**INFORMATION**

California Highway Patrol (CHP) Officer Matt Musselmann will present the District Traffic Report.

**ATTACHMENTS**

None

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM A-5**

**Date:** January 10, 2023  
**To:** Honorable Board of Directors  
**From:** General Manager Joe Mendoza  
**Subject:** ELECTION OF OFFICERS

**RECOMMENDATION**

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

1. Election of President – conducted by the General Manager;
2. Election of First Vice President – conducted by the newly elected President; and
3. Election of Second Vice President – conducted by the newly elected President

**INFORMATION**

District Policy No. 4040, Terms of Office for Board Officers and Directors, Section 4040.11 Term of Office provides that the term for Board Officers shall be one year, and that the elections for these officers shall take place at the first Board meeting in January for the succeeding year. Officers shall serve until their successors are elected.

The current officers and directors are as follows:

Jeffrey Barke, Director  
Tony DeMarco, Director  
Michael Maynard, Director  
Jo Shade, Director  
Nathan Searles, Second Vice President

**ATTACHMENTS**

1. Policy No. 4040 Terms of Office for Board Officers and Directors

Rossmoor Community Services District

Policy

No. 4040

TERMS OF OFFICE FOR BOARD OFFICERS AND DIRECTORS

**4040.10 Board Officers:** The officers of the Board of Directors of the Rossmoor Community Services District shall be the President, First Vice-President and Second Vice-President.

**4040.11 Term of Office:** The term for Board officers shall be one year. Elections for these officers shall take place at the first Board meeting in January for the succeeding year. Officers shall serve until their successors are elected, or they resign, die or illness prevents further service as an officer.

**4040.12 Officer Vacancy:** If a Director elects to resign as an officer, he/she should immediately send a signed letter of resignation as an officer with an effective date to the General Manager or Board President who upon receipt of the letter will immediately notify all other members of the Board. Announcement of the resignation and replacement of the officer shall be done at the next regular meeting of the Board or as soon thereafter as possible.

**4040.20 Board of Directors:** The term of office for individual Directors is four (4) years. Normally, two or three Directors are elected in November of even-numbered years, and each Director takes office on the first Friday of December (Cal. Govt. Code section 61042).

**4040.21 Director Vacancy:** If a Director elects to resign from the Board, he/she should immediately send a signed letter of resignation with an effective date to the President and General Manager who will immediately notify all other members of the Board. At the next meeting any vacancy on the Board created by a resignation, illness or death of a Director will be made public by the General Manager or the President. The Board shall determine if the vacancy is to be filled by a Board appointment or a public election within sixty (60) days of receiving the letter of resignation or the effective date, whichever is later. If a vacancy is to be filled by Board appointment, a Notice of Vacancy is to be posted at least fifteen (15) days before appointment is made at the next Board meeting, and if by election, the General Manager is to notify the Orange County Registrar of Voters within sixty (60) days of the resignation date. If appointment is made, the Registrar of Voters is to be notified within fifteen days (Cal. Govt. Code sections 1780(a) and 61225).

Adopted: December 8, 1993  
 Amended: October 17, 2000  
 Approved Renumbering & Format: October 8, 2002  
 Reaffirmed: March 11, 2003  
 Amended: April 13, 2004  
 Amended: First Reading - May 9, 2006  
 Amended: Second Reading and Approval - August 8, 2006

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM D-1**

**Date:** January 10, 2023  
**To:** Honorable Board of Directors  
**From:** General Manager Joe Mendoza  
Initiated by Mary Kingman, Arborist  
**Subject:** ANNUAL REPORT ON THE URBAN FOREST 2022

**RECOMMENDATION**

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

**INFORMATION**

This report provides the RCSD Board of Directors with the annual overview for 2022 of the urban forest and the work being performed in the maintenance and preservation of the trees within the parks and parkways in Rossmoor.

**ATTACHMENTS**

1. Annual Report on the Urban Forest - 2022
2. Urban Forest 2022 Totals
3. Service Request Report
4. Tree and Limb Failures Report
5. Reason for Removal Report
6. Vacant Sites



**RCS D TREE DEPARTMENT  
ANNUAL REPORT ON THE URBAN FOREST  
2022**

In 2022, the RCS D Tree Department had 146 trees planted in Rossmoor parks and parkways. A total of 89 trees were removed for various reasons which include: fungal or bacterial disease, wood decay, drought stress, structural and hazard issues. One tree was removed to accommodate a driveway approach relocation. There were 49 known failures of limbs larger than 2" in diameter; 90% of those being weather-related and one-third removed while still in the crown of the tree. There was one complete tree failure that was the result of the roots failing below the soil level which did not result in personal injury or property damage. There were a total of 424 resident service requests and inquiries regarding trees. The majority of these were for tree planting inquiries, trim or removal requests, tree-health concerns, and reports of limb failures.

Rossmoor trees continue to be adversely affected by a variety of conditions that include pests, fungal and bacterial disease, age-related wood decay and drought. Unauthorized pruning, trunk damage from gardening equipment, root damage from construction and synthetic turf installed around trees are some of the human-caused issues that impact trees. In the coming year, the RCS D Tree Department will continue to promote, protect, and maintain a healthy urban forest in Rossmoor. The following are some of the practices that will be used as part of the District's Urban Forestry program:

**Planting Trees**

- Replace removed trees vacant parkways and park sites
- Promote an age and species diverse urban forest
- Encourage residents to take part in the tree selection process
- Continue to offer memorial tree plantings in Rossmoor Parks

**Caring for Trees**

- Prune all trees on a four-year grid cycle, with one grid area being trimmed each year
- Order supplemental trims as needed, for crown thinning and structural pruning of young trees
- Trim for safety and clearance
- Pruning and re-staking of trees by RCS D staff when possible
- Water newly planted or drought stressed trees as needed
- Respond to resident service requests in a timely manner

### **Monitoring Trees**

- Assess and monitor trees regularly for health, maintenance, and safety issues and trim or remove if necessary
- Respond promptly to resident service requests for safety concerns

### **Protecting Trees**

- Respond accordingly to parkway tree policy violations such as unauthorized trims, removals, and plantings
- Issue administrative citations and fines for unauthorized trimming or removal
- Send letters of correction requesting residents to remove items such as swings and signs that are affixed to parkway trees and to remove artificial turf from around tree bases.

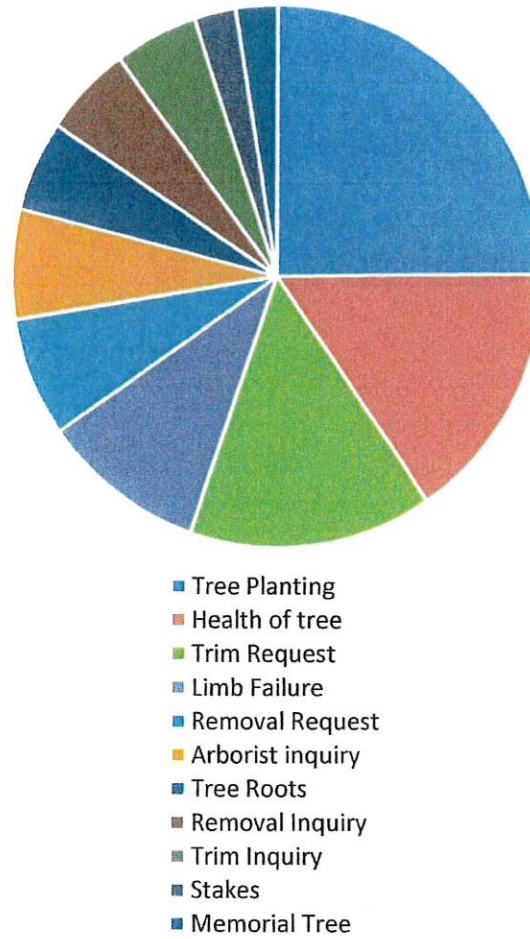
### **Educating the Public**

- Distribute new homeowner welcome packets to inform new Rossmoor residents of the RCSD tree policy
- Distribute flyers that highlight the tree policy to contractors and landscapers
- Keep the District website updated with information pertaining to Rossmoor's Urban Forest
- Include tree-related policy information in the RCSD newsletter
- Host an Arbor Day Celebration to highlight the trees of Rossmoor and to educate citizens on the benefits of trees

<b>Urban Forest Report 2022 Totals</b>									
<b>Month</b>	<b>Safety Pruning OCPW</b>	<b>Grid Pruning</b>	<b>Off-Grid Pruning</b>	<b>Tree Planting</b>	<b>Tree Citations</b>	<b>Tree Removals - Parkways</b>	<b>Tree Removals Parks</b>	<b>Removal Permit, Driveway Relocate</b>	<b>Resident Service Request</b>
Jan-22				30	4	1			32
Feb-22	9				3				27
Mar-22			1	18			1	1	26
Apr-22						19			32
May-22					1	1	2		41
Jun-22									45
Jul-22	7		8		1	26			43
Aug-22	13								42
Sep-22		1066				1			44
Oct-22	65		229			35			37
Nov-22				64					37
Dec-22			7	34	1		2		18
<b>Totals</b>	<b>94</b>	<b>1066</b>	<b>245</b>	<b>146</b>	<b>10</b>	<b>83</b>	<b>5</b>	<b>1</b>	<b>424</b>

SERVICE REQUESTS 2022	TOTALS
Tree Planting	87
Health of tree	55
Trim Request	52
Limb Failure	35
Removal Request	25
Arborist inquiry	23
Tree Roots	19
Removal Inquiry	19
Trim Inquiry	18
Stakes	9
Memorial Tree	9
Parkway inquiry	7
Inquiry	7
Limb stuck in crown	6
Leaning tree	5
Bees	5
Unauthorized trim	4
Tree Watering	3
Residual Stump/Roots	3
Private property tree	3
Mulch inquiry	3
Vehicle Damage	2
Tree Litter	2
Tree Failure	2
Resident Tree Planting	2
Limb concern	2
Water Leak	1
Vehicle Blocking	1
Vehicle blocking	1
Trimming citation	1
Trim/removal request	1
Trim/Removal Inquiry	1
Tree Sap	1
Removal request/Trim Request	1
Private Property Tree	1
Private Property Trees	1
Kite in tree	1
Irrigation Damage	1
Driveway relocation	1
Dogs urinating on tree	1
Citation Response	1
Car winch on tree	1
Artificial turf letter	1
<b>Grand Total</b>	<b>424</b>

TOP 10 REQUESTS





Tree Failures				
Date	Tree Part	Tree Size	Conditions	Damage
9/9/2022	Roots	25' x 18"	Basal Decay	None
Limb Failures				
Date	Tree Part	Limb Size	Conditions	Damage
1/11/2022	Limb	7' x 4"	Weak branch connectio	None - in crown
3/5/2022	Limb	30' x 6"	Decay/ ISHB	Vehicle Damage
3/29/2022	Limb	8' X 6"	Decay/ ISHB	None
4/21/2022	Limb	10' X 5"	Summer Branch Drop	None
5/4/2022	Limb	10' X 5"	Winds	None
5/2/2022	Limb	6' X 3"	Summer Branch Drop	None
4/12/2022	Limb	20' x 7"	Winds	None - in crown
5/3/2022	Limb	20' x 8"	Poor connection/wood	None
5/12/2022	Limb	12' x 3"	Winds	None
5/25/2022	Limb	10' X 6"	Summer Branch Drop	None
5/24/2022	Limb	10' X 4"	Summer Branch Drop	None
5/31/2022	Limb	15' X 5"	Winds/SBD	None - in crown
5/24/2022	Limb	10' X 4"	Dead limb/Winds	None - in crown
6/3/2022	Limb	8' x 3"	Limb hit by trucks	None - in crown
6/17/2022	Limb	7' X 3"	Summer Branch Drop	None - in crown
6/23/2022	Limb	6' X 3"	Weight, scorch disease	None
6/26/2022	Limb	18' x 4"	Decay/SBD	None
6/28/2022	Limb	15' X 5"	Summer Branch Drop	None
6/27/2022	Limb	10' X 3"	Summer Branch Drop	None - in crown
6/27/2022	Limb	7' x 3"	Summer Branch Drop	None - in crown
6/28/2022	Limb	10' x 3"	Summer Branch Drop	None
7/9/2022	Limb	12' x 4"	Weak connection	None
7/6/2022	Limb	unknown	Summer Branch Drop	None
7/21/2022	Limb	15' X 6"	Beetles, weak connectio	None
7/23/2022	Limb	7' X 3"	Summer Branch Drop	None
7/25/2022	Limb	10' X 4"	Summer Branch Drop	None
8/2/2022	Limb	12' x 5"	Dead, brittle limb	None - in crown
8/3/2022	Limb	20' x 20"	Decay	None
8/3/2022	Limb	10' x 4"	Summer Branch Drop	None
8/4/2022	Limb	12' X 6"	Summer Branch Drop	None
8/5/2022	Limb	10' x 5"	Summer Branch Drop	None
8/11/2022	Limb	15' X 6"	Summer Branch Drop	None
8/19/2022	Limb	12' x 5"	Summer Branch Drop	None - in crown
8/19/2022	Limb	10' x 4"	Summer Branch Drop	None - in crown
8/25/2022	Limb	8' X 5"	Dead limb	None
9/5/2022	Limb	8' X 6"	Summer Branch Drop	None
9/5/2022	Limb	10' X 4"	Dead limb	None
9/5/2022	Limb	10' X 6"	Summer Branch Drop	None - in crown
9/6/2022	Limb	12' X 4"	Summer Branch Drop	None
9/9/2022	Limb	unknown	Wind/Rain	None
9/11/2022	Limb	10' X 4"	Dead limb	None

9/16/2022	Limb	8' X 4"	Summer Branch Drop	None
9/12/2022	Limb	10' X 5"	Summer Branch Drop	None
10/5/2022	Limb	8' x 3'	Weak connection, weight	None
10/13/2022	Limb	8' x 3'	Snapped limb stuck in crown	None - in crown
10/25/2022	Limb	15' X 6"	Cracked at trunk	None - in crown
11/16/2022	Limb	6' x 3"	Snapped limb stuck in crown	None - in crown
11/8/2022	Limb	10' X 5"	Decay	None
12/28/2022	Limb	10' X 3"	Weight, winds	None - in crown

Reason for Removal	Totals
Pest/Disease/Decay	37
Decay - age related	18
Decay - disease related	14
Lean hazard	5
Young tree - not rooted	4
Young tree - water issues	3
Drought stress	2
Young tree - roots/soil	1
Permit - driveway	1
Roots -health related	2
Roots -infrastructure related	1
tree splitting at trunk	1

89

<b>Vacant Sites</b>	
Plant List 2023	56
Vacant Park Sites	39
School Parkways	37
Syn Turf, HS, Shrubs	10
Construction Hold	26
Resident Refusals	40
	208



**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM E-1a**

**Date:** January 10, 2023  
**To:** Honorable Board of Directors  
**From:** General Manager Joe Mendoza  
**Subject:** MINUTES – REGULAR RCSD BOARD MEETING OF DECEMBER 13, 2022

**RECOMMENDATION**

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors approve the Minutes of the Regular RCSD Board Meeting of December 13, 2022 as prepared by the Board's Secretary/General Manager.

**INFORMATION**

The Minutes reflect the actions of the RCSD Board of Directors at their December 13, 2022 meeting.

**ATTACHMENTS**

1. Minutes – Regular RCSD Board Meeting of December 13, 2022



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

**REGULAR MEETING**

**RUSH PARK  
3021 Blume Drive  
Rossmoor, California**

**Tuesday, December 13, 2022**

---

**A. ORGANIZATION**

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

2. ROLL CALL:

Present: Directors Barke, DeMarco, Maynard, Shade  
Second Vice President Searles

3. PLEDGE OF ALLEGIANCE:

- a. Presentation of Colors by Troop 657G
- b. National Anthem sung by Hayley Dunn
- c. Pledge of Allegiance led by Director Barke

4. PRESENTATIONS:

- a. Certification of Election and Swearing In of Newly Elected RCSD Board Directors by Senator Janet Nguyen

Senator Janet Nguyen administered the Oath of Office to Newly Elected RCSD Board Directors Maynard and Shade.

Senator Nguyen congratulated the new Board Directors; thanked Rossmoor voters for giving her the opportunity to serve and asked for patience while she establishes a centralized office location.

- b. Proclamation of Appreciation to Outgoing President and Board Director Jeffrey Rips

On behalf of the RCSD Board, Second Vice President Searles presented a proclamation to Outgoing President and Board Director Jeffrey Rips in appreciation of his service.

Outgoing President and Board Director Rips thanked colleagues for their guidance and patience; looked forward to seeing Rossmoor continue to flourish under the Board's leadership and thanked General Manager Joe Mendoza, General Counsel Tarquin Preziosi and the Rossmoor community.

- c. Orange County Fire Authority (OCFA) Community Relations/Education Specialist Elizabeth Denney Re: Fire Authority Update

OCFA Community Educator/Reserve Firefighter Chris Barry narrated a PowerPoint presentation regarding home fire safety during the holidays and stressed the importance of having a home escape plan.

**B. ADDITIONS TO AGENDA - None**

**C. PUBLIC FORUM - None**

**D. REPORTS TO THE BOARD**

**1. UPDATE REGARDING POTENTIAL PICKLEBALL PROGRAM**

General Manager Mendoza provided an update regarding a potential pickleball program; summarized emails received in support and in opposition to the matter; discussed onsite studies relative to noise and simulated studies, noting he is waiting for the results; spoke about establishing policies and procedures and commented on Board Committee assignments.

Director DeMarco felt there should be pickleball play to gather more information; spoke about participating in the trial, noting he observed no drastic changes to Rossmoor Park; suggested that RCSD develop a pilot (i.e., 90 days) pickleball program at Rossmoor Park and commented on the number of residents who want to play pickleball in Rossmoor.

Director Maynard spoke about "learning by doing" and agreed with Director DeMarco regarding establishing a pilot pickleball program, noting it would be prudent and wise.

Second Vice President Searles discussed the importance of understanding impacts to residents; commented on avoiding exposure to litigation; noted that he is in favor of pickleball but wants to get it done the right way and spoke about loudness being relative. He added there is a history of litigation regarding pickleball and nuisance and noted the Parks and Facilities Committee went through a deliberate process to try to evaluate and mitigate any negative impacts.

Director Shade stated she liked the idea of establishing a pilot program; commented on the importance of ensuring the Board does not make hasty and costly decisions and suggested developing a timeline with goals.

Motion by Director Barke, seconded by Director Maynard, to direct General Manager Mendoza to create a pickleball pilot program, at Rossmoor Park, to present to the Board for consideration at the Board meeting in February 2023.

Second Vice President Searles stated his opposition to the motion as he felt it better to handle the matter through the Parks and Facilities Committee.

Director Barke stated the District should implement the pilot program and test it out.

Director Maynard added that it should be specified that the program is only for Rossmoor residents and by reservation only.

Motion passed 4-1, with Second Vice President Searles opposed.

Second Vice President Searles invited public comments.

Carol Churchill recommended that the Board hold a public meeting, invite the general public and have experts present the results of the noise studies, information regarding costs and information regarding related litigation that has gone on across the country on the issue.

An unidentified female speaker spoke about the data provided during several past months; commented on the possibility of litigation; did not believe that a pilot program will provide usable data; spoke about concerns regarding safety and opined the decision should be data-based.

Janice Manis spoke about doing a needs assessment of the community to determine whether people want to play pickleball in Rossmoor.

Second Vice President Searles noted there is a petition circulating with over 200 signatures of Rossmoor residents in support of pickleball.

There were no other public comments.

## 2. MONTHLY TRAFFIC SAFETY UPDATE

General Manager Mendoza provided an update on traffic safety in Rossmoor over the last month; discussed an upcoming meeting of the Traffic Safety Committee being scheduled in January; mentioned a draft letter that is being written to Orange County Public Works Engineering Division identifying the District's concerns and requesting a traffic study; and spoke about the possibility of evaluating the feasibility of installing license plate readers.

Director Barke expressed concerns with decreased privacy and about who has access to the data and what they will do with it.

General Manager Mendoza reported those concerns will be addressed in the vendor presentation.

Director Maynard spoke about the need to have access to poles; noted the data is about documenting versus monitoring; reported he initiated the Traffic Committee when he was Board President; commented on the need to set a vision for the Traffic Committee; spoke about the number of "Slow Down" signs in the community and felt that is a cry for help from the community to slow traffic down and make it safer.

Discussion followed regarding the lack of enforcement by CHP and Sheriff officers.

Director DeMarco asked General Manager Mendoza to provide past Traffic Committee reports to Director Maynard.

Director Shade spoke about the proliferation of signs in the community and felt the Board should focus on streets with major issues, noting the number of signs should be limited so they do not litter the community.

General Manager Mendoza stated that CHP responses are based on the number of calls they receive and encouraged residents to call the CHP to report observed violations.

It was noted that there are so many signs, they are no longer effective.

Second Vice President Searles invited public comments on this item.

Dave Vanderbilt spoke about speeding along Shakespeare and commented on school busses also speeding trying to get to Lee School.

Director DeMarco encouraged Mr. Vanderbilt to call CHP and report speeding school busses.

### **3. STREET SWEEPING UPDATE**

General Manager Mendoza provided an update of street sweeping throughout Rossmoor and reported that once Phase 3 of the signage installation has been implemented, enforcement will begin taking place.

Director DeMarco stated that with regard to parking citations, he would like a report on the areas being enforced and when. In reply to his inquiry, General Counsel Tarquin Preziosi reported parking restrictions have changed but the Vehicle Code has not.

Discussion followed regarding each street needing to be separately signed to allow for parking enforcement.

### **4. RCSD PROGRAMS & SERVICES SATISFACTION SURVEY UPDATE**

General Manager Mendoza discussed distribution of information regarding the survey; reported postcards encouraging participation in the survey had been mailed to every Rossmoor home; spoke about the low number of responses and commented on the need to continue to promote and encourage residents to participate in the survey.

## **E. CONSENT CALENDAR**

### **1. MINUTES:**

- a. Regular RCSD Board Meeting of November 8, 2022

Motion by Director Barke, seconded by Director DeMarco, to approve the meeting minutes of the Regular RCSD Board Meeting of November 8, 2022, as presented. Motion passed 3-2, with Directors Maynard and Shade abstaining.

2. STATUS OF JULY THROUGH OCTOBER 2022 REVENUE AND EXPENDITURE REPORTS AND CURRENT LAIF AND US BANK BALANCE THROUGH DECEMBER 2, 2022

General Manager Mendoza discussed the District's new Accountant and implementation of a new accounting software program; addressed the US Bank balance; confirmed he will provide a report to the Board in January, up to November 2022, and spoke about appointing Directors to the Budget Committee and upcoming Committee meetings.

**F. PUBLIC HEARING:** None

**G. RESOLUTIONS:** None

**ORDINANCES:** None

**H. REGULAR CALENDAR:** None

**I. GENERAL MANAGER ITEMS**

General Manager Mendoza reported the District's new Administrative Assistant will come on board in January 2023; spoke about hiring a part-time social media intern; discussed purging old files; commented on the recent Chamber of Commerce holiday breakfast and the RCSD Winter Festival; commended staff on their work and efforts during the year.

Director Shade commented favorably on recent events and commended District staff for their work.

**J. BOARD MEMBER ITEMS**

Director DeMarco commented positively on the Winter Festival; commended staff on their efforts and wished the community Happy Holidays.

Director Maynard thanked the community, friends and family for entrusting and supporting him; commented on serving with Jeffrey Rips in the past; welcomed new Director Shade and wished the community a Merry Christmas and Happy New Year.

Director Shade stated she feels honored to serve with the Board; thanked the community for their support and wished the community Happy Holidays.

Director Barke thanked Jeffrey Rips for his service; welcomed new Directors Maynard and Shade and expressed his wishes for a Merry Christmas and Happy Hanukah.

Second Vice President Searles commented on getting ahead of CR&R so that holiday tree pickups are done in a timely fashion; suggested implementing a three-way waste system during



events/festivals; announced an upcoming blood drive and Traffic Committee meeting; thanked staff, and participants at tonight's meeting.

**K. GENERAL COUNSEL ITEMS**

General Counsel Tarquin Preziosi discussed biannual requirements for AB1234 (conflict of interest provisions) and reported he will send each director a memo with details of the requirements and the deadlines for compliance. He welcomed new Directors Maynard and Shade and wished everyone Happy Holidays.

**L. ADJOURNMENT**

The meeting was adjourned at 9:03 p.m. without opposition.

ATTEST:

BOARD OF DIRECTORS  
ROSSMOOR COMMUNITY SERVICES DISTRICT

\_\_\_\_\_  
\_\_\_\_\_, President

\_\_\_\_\_  
Joe Mendoza, Secretary  
Rossmoor Community Services District

**APPROVED:** January 10, 2023

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM E-2**

**Date:** January 10, 2023  
**To:** Honorable Board of Directors  
**From:** General Manager Joe Mendoza  
Accounting Consultant Michael Matsumoto  
**Subject:** NOVEMBER 2022 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 November 2022.

**INFORMATION**

As an indication of the District's unaudited year-to-date revenues and expenses, the Revenue and Expenditure Report is submitted monthly.

As reported at the December 13, 2022 Board Meeting, Mr. Matsumoto is working diligently on internal controls relative to deposits, refunds, and reconciliations and is evaluating the District's accounting practices. While he is making adjustments, he is also ensuring that the interface between Black Mountain and RecDesk is seamless.

Mr. Matsumoto has found that while the accounts are balancing with the bank, there needs to be internal adjustments made to ensure that the proper accounts are being accurately coded.

The District is fiscally sound. The bank balances as of January 5, 2023 are:

Local Agency Investment Fund (LAIF)	\$1,407,834.66
US Bank	\$114,988.59

Our accountant and staff continue to reconcile and make adjustments in preparation for the mid-year budget report in March, 2023.

**ATTACHMENTS**

1. Revenue and Expenditure Report for the month of November 2022

**Rossmoor Community Services District**  
**Schedule of Revenues and Expenditures and Changes in Fund Balance - Budget and Actual**  
**For the month ended November 30, 2022**

	Original Budget	Amended Budget	Current Month	YTD	YTD Var	YTD % Bud
<b>Revenues:</b>						
Property taxes	\$ 1,159,000	\$ 1,159,000	\$ 144,012	\$ 172,509	\$ (986,491)	14.88%
Street light assessments	390,600	390,600	50,100	60,025	(330,575)	15.37%
Interest on investments	3,000	3,000	-	-	(3,000)	0.00%
From other governmental agencies	150,000	150,000	-	-	(150,000)	0.00%
Permit and rental fees	214,300	214,300	8,830	93,009	(121,291)	43.40%
Miscellaneous	35,000	35,000	9,028	16,216	(18,784)	46.33%
<b>Total Revenues</b>	<b>1,951,900</b>	<b>1,951,900</b>	<b>211,970</b>	<b>341,759</b>	<b>(1,610,141)</b>	<b>17.51%</b>
<b>Expenditures:</b>						
Administration	1,057,406	1,057,406	75,153	332,472	724,934	31.44%
Recreation	60,000	60,000	13,176	29,623	30,377	49.37%
Rossmoor park	195,800	195,800	22,736	89,931	105,869	45.93%
Montecito center	28,000	28,000	2,134	12,930	15,070	46.18%
Rush park	214,400	214,400	19,495	77,836	136,564	36.30%
Street lighting	100,000	100,000	-	26,083	73,917	26.08%
Rossmoor wall	1,000	1,000	-	110	890	11.00%
Street sweeping	80,000	80,000	-	16,428	63,572	20.54%
Parkway trees	180,000	180,000	17,794	70,923	109,077	39.40%
Mini-parks and medlans	14,800	14,800	520	5,074	9,726	34.28%
<b>Total Expenditures</b>	<b>1,931,406</b>	<b>1,931,406</b>	<b>151,008</b>	<b>661,410</b>	<b>1,269,996</b>	<b>34.25%</b>
<b>Changes in fund balance</b>	<b>20,494</b>	<b>20,494</b>	<b>\$ 60,962</b>	<b>(319,651)</b>	<b>\$ (2,880,137)</b>	
<b>Fund balance:</b>						
Beginning of year	1,417,511	1,417,511		1,417,511		
End of period	1,438,005	1,438,005		1,097,860		

**Adjustments:**

01/04/23  
16:07:49

ROSSMOOR COMMUNITY SERVICES DISTRICT  
Statement of Revenue Budget vs Actuals  
For the Accounting Period: 11 / 22

Fund	Account	Received			Revenue	
		Current Month	Received YTD	Estimated Revenue	To Be Received	% Received
10 General Fund						
3000 Property Tax						
	3001 Current Secure Property Tax	139,255.08	139,255.08	1,071,000.00	931,744.92	13 %
	3002 Current Unsecured Prop Tax	0.00	15,877.66	35,700.00	19,822.34	44 %
	3003 Prior Secured property Tax	479.58	4,412.63	14,700.00	10,287.37	30 %
	3004 Prior Unsecured Property Tax	0.00	0.00	3,150.00	3,150.00	0 %
	3005 Delinquent Property Taxes	112.47	616.79	1,050.00	433.21	59 %
	3006 Current Supplemental Assessment	4,164.84	12,346.69	18,900.00	6,553.31	65 %
	3008 Public Utility Tax	0.00	0.00	10,500.00	10,500.00	0 %
	3009 State Homeowners prop. Tax Relief	0.00	0.00	4,000.00	4,000.00	0 %
	Account Group Total:	144,011.97	172,508.85	1,159,000.00	986,491.15	15 %
3100						
	3101 Street Light assessments	50,100.19	60,024.84	390,600.00	330,575.16	15 %
	Account Group Total:	50,100.19	60,024.84	390,600.00	330,575.16	15 %
3200						
	3201 Interest on Investments	0.00	0.00	3,000.00	3,000.00	0 %
	Account Group Total:	0.00	0.00	3,000.00	3,000.00	0 %
3300 INTERGOVERNMENTAL REVENUE						
	3301 Prop 68 Grant Funding	0.00	0.00	70,000.00	70,000.00	0 %
	3304 County street sweep reimbursement	0.00	0.00	80,000.00	80,000.00	0 %
	Account Group Total:	0.00	0.00	150,000.00	150,000.00	0 %
3400 RENTAL & PERMITS						
	3401 Tennis Courts Reservations	1,437.00	8,505.91	41,000.00	32,494.09	21 %
	3402 Tennis Instructor Private Lessons	1,953.00	13,559.00	38,000.00	24,441.00	36 %
	3403 Basketball Court Reservations	300.00	356.00	0.00	-356.00	** %
	3405 Rossmoor Park Ball Field Reservations	124.00	7,594.16	12,500.00	4,905.84	61 %
	3406 Rush Park Ball field reservations	0.00	232.00	12,500.00	12,268.00	2 %
	3411 Signature Wall Banner Rental	60.00	180.00	300.00	120.00	60 %
	3421 Tree Trim Permit	0.00	870.00	5,000.00	4,130.00	17 %
	3422 Tree Voilation Fines	0.00	300.00	0.00	-300.00	** %
	3431 Rossmoor Building Rental	395.00	3,650.00	2,500.00	-1,150.00	146 %
	3432 Rossmoor Park Picnic Site	85.00	1,077.00	2,500.00	1,423.00	43 %
	3433 Rossmoor Park Horseshoe Rentals	45.00	435.00	0.00	-435.00	** %
	3441 Montecito Building Rental	1,237.02	22,103.56	25,000.00	2,896.44	38 %
	3451 Rush Building Rental	2,964.00	31,016.89	67,000.00	35,983.11	46 %
	3452 Rush Park Picnic Site	184.48	2,615.44	7,000.00	4,384.56	37 %
	3453 Rush Park Kitchen	45.00	514.00	1,000.00	486.00	51 %
	Account Group Total:	8,829.50	93,008.96	214,300.00	121,291.04	43 %
3500						
	3501 MISC REVENUE	0.00	937.87	10,000.00	9,062.13	9 %
	3502 Sponsorships	9,028.00	15,278.00	25,000.00	9,722.00	61 %
	Account Group Total:	9,028.00	16,215.87	35,000.00	18,784.13	46 %
	Fund Total:	211,969.66	341,758.52	1,951,900.00	1,610,141.48	18 %

01/04/23  
16:06:24

ROSEMOOR COMMUNITY SERVICES DISTRICT  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 11 / 22

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 General Fund							
5000							
5010 Administration							
4000	Board of Directors Compensatn	900.00	3,550.00	11,000.00	11,000.00	7,450.00	32 %
4002	Salaries - Part-time	3,888.98	24,109.07	68,990.00	68,990.00	44,880.93	35 %
4003	Overtime	512.82	6,179.70	10,000.00	10,000.00	3,820.30	62 %
4006	SALARIES - ADMINISTRATION	15,396.92	75,200.42	244,698.00	244,698.00	169,497.58	31 %
4007	VEHICLE ALLOWANCE (MILEAGE	251.76	708.00	2,000.00	2,000.00	1,292.00	35 %
4008	SALARIES - PARK AND RECREATION	13,454.97	65,548.98	161,213.00	161,213.00	95,664.02	41 %
4009	SALARIES - Park /TREE MAINTENANCE	4,899.84	24,234.72	57,907.00	57,907.00	33,672.28	42 %
4010	Workers Compensation Insurance	1,714.87	8,574.19	20,000.00	20,000.00	11,425.81	43 %
4011	Medical Insurance	5,445.44	27,227.20	80,000.00	80,000.00	52,772.80	34 %
4015	Federal Payroll Tax -FICA	3,038.08	15,547.19	53,698.00	53,698.00	38,150.81	29 %
5002	Insurance - Liability	0.00	374.00	35,000.00	35,000.00	34,626.00	1 %
5004	Memberships and Dues	6,433.00	10,703.00	9,500.00	9,500.00	-1,203.00	113 %
5006	Travel & Meetings	61.04	92.03	2,500.00	2,500.00	2,407.97	4 %
5007	Televised Meeting Costs	1,235.00	6,978.75	22,000.00	22,000.00	15,021.25	32 %
5008	Gasoline	627.51	1,500.77	5,000.00	5,000.00	3,499.23	30 %
5010	Publications & Legal Notices	506.25	2,652.65	7,500.00	7,500.00	4,847.35	35 %
5012	Printing	164.87	879.17	4,000.00	4,000.00	3,120.83	22 %
5014	Postage	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
5016	Office & Meeting Supplies	80.76	655.06	15,000.00	15,000.00	14,344.94	4 %
5020	Telephone	1,401.09	4,490.43	10,000.00	10,000.00	5,509.57	45 %
5021	Computer/Email/Server Costs	457.96	1,303.88	5,000.00	5,000.00	3,696.12	26 %
5030	Vehicle Maintenance	0.00	340.00	5,000.00	5,000.00	4,660.00	7 %
5045	Miscellaneous Expenditures	6,224.21	9,546.29	20,000.00	20,000.00	10,453.71	48 %
5046	Bank Service Charge	0.00	109.74	4,000.00	4,000.00	3,890.26	3 %
5050	Elections	0.00	0.00	8,000.00	8,000.00	8,000.00	0 %
5610	Legal Services	3,099.98	10,412.98	62,400.00	62,400.00	51,987.02	17 %
5615	Financial Audit-Consulting	0.00	0.00	19,000.00	19,000.00	19,000.00	0 %
5620	Outsource Financial Consultant	4,064.50	14,064.50	60,000.00	60,000.00	45,935.50	23 %
5670	Other Professional Services	1,108.98	14,066.45	40,000.00	40,000.00	25,933.55	35 %
6010	Equipment	184.61	561.56	2,000.00	2,000.00	1,438.44	28 %
6025	Software	0.00	2,861.25	10,000.00	10,000.00	7,138.75	29 %
	Account Total:	75,152.84	332,471.98	1,057,406.00	1,057,406.00	724,934.02	31 %
5020 Recreation							
5016	Office & Meeting Supplies	0.00	19.55	0.00	0.00	-19.55	*** %
5017	Community Events	13,176.00	29,603.78	60,000.00	60,000.00	30,396.22	49 %
	Account Total:	13,176.00	29,623.33	60,000.00	60,000.00	30,376.67	49 %
5030 Rossmoor Park							
5012	Printing	0.00	193.92	0.00	0.00	-193.92	*** %
5018	Janitorial Supplies	0.00	0.00	6,600.00	6,600.00	6,600.00	0 %
5022	Utilities	902.45	7,559.37	12,500.00	12,500.00	4,940.63	60 %
5023	Water	5,664.28	24,363.03	35,000.00	35,000.00	10,636.97	70 %
5025	SECURED PROP TAX	0.00	1,059.12	1,200.00	1,200.00	140.88	88 %
5030	Vehicle Maintenance	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
5032	Building & Grounds-Maintenance	13,488.08	34,882.80	30,000.00	30,000.00	-4,882.80	116 %
5034	Alarm Systems/Security	0.00	123.00	1,000.00	1,000.00	877.00	12 %
5045	Miscellaneous Expenditures	151.39	2,753.67	4,500.00	4,500.00	1,746.33	61 %

01/04/23  
16:06:24

ROSSMOOR COMMUNITY SERVICES DISTRICT  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 11 / 22

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 General Fund							
5051	Equipment Rental	0.00	0.00	500.00	500.00	500.00	0 %
5052	Minor Facility Repairs /Tools	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
5655	Landscape Maintenance / Janitorial	2,529.69	13,152.99	32,000.00	32,000.00	18,847.01	41 %
6005	Buildings and Improvements	0.00	5,843.21	70,000.00	70,000.00	64,156.79	8 %
	Account Total:	22,735.89	89,931.11	195,800.00	195,800.00	105,868.89	46 %
5040 Montecito Center							
5018	Janitorial Supplies	0.00	0.00	6,600.00	6,600.00	6,600.00	0 %
5022	Utilities	136.94	962.23	2,000.00	2,000.00	1,037.77	48 %
5023	Water	745.64	2,338.22	2,250.00	2,250.00	-88.22	104 %
5025	SECURED PROP TAX	0.00	889.46	1,000.00	1,000.00	110.54	89 %
5030	Vehicle Maintenance	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
5032	Building & Grounds-Maintenance	1,251.30	8,195.30	8,000.00	8,000.00	-195.30	102 %
5034	Alarm Systems/Security	0.00	126.00	650.00	650.00	524.00	19 %
5045	Miscellaneous Expenditures	0.00	0.00	500.00	500.00	500.00	0 %
5052	Minor Facility Repairs /Tools	0.00	419.00	500.00	500.00	81.00	84 %
5655	Landscape Maintenance / Janitorial	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
	Account Total:	2,133.88	12,930.21	28,000.00	28,000.00	15,069.79	46 %
5050 Rush Park							
5012	Printing	0.00	193.92	0.00	0.00	-193.92	*** %
5018	Janitorial Supplies	0.00	0.00	6,600.00	6,600.00	6,600.00	0 %
5022	Utilities	11,501.85	31,995.86	25,300.00	25,300.00	-6,695.86	126 %
5023	Water	3,941.16	19,347.24	50,000.00	50,000.00	30,652.76	39 %
5025	SECURED PROP TAX	0.00	4,053.34	4,200.00	4,200.00	146.66	97 %
5030	Vehicle Maintenance	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
5032	Building & Grounds-Maintenance	1,371.31	9,729.37	40,000.00	40,000.00	30,270.63	24 %
5034	Alarm Systems/Security	0.00	240.00	800.00	800.00	560.00	30 %
5045	Miscellaneous Expenditures	151.39	337.12	500.00	500.00	162.88	67 %
5051	Equipment Rental	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
5052	Minor Facility Repairs /Tools	0.00	0.00	500.00	500.00	500.00	0 %
5655	Landscape Maintenance / Janitorial	2,529.68	10,118.73	33,000.00	33,000.00	22,881.27	31 %
6005	Buildings and Improvements	0.00	1,820.26	40,000.00	40,000.00	38,179.74	5 %
6010	Equipment	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
	Account Total:	19,495.39	77,835.84	214,400.00	214,400.00	136,564.16	36 %
5060 Street Lighting							
5650	Street Lighting and Maintenance	0.00	26,083.44	100,000.00	100,000.00	73,916.56	26 %
	Account Total:	0.00	26,083.44	100,000.00	100,000.00	73,916.56	26 %
5065 Rossmoor Wall							
5032	Building & Grounds-Maintenance	0.00	110.42	1,000.00	1,000.00	889.58	11 %
	Account Total:	0.00	110.42	1,000.00	1,000.00	889.58	11 %
5070 Street Sweeping							
5642	Street Sweeping	0.00	16,427.54	80,000.00	80,000.00	63,572.46	21 %
	Account Total:	0.00	16,427.54	80,000.00	80,000.00	63,572.46	21 %



01/04/23  
16:06:24

ROSSMOOR COMMUNITY SERVICES DISTRICT  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 11 / 22

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 General Fund							
5080 Parkway Trees							
	5017 Community Events	0.00	218.50	1,500.00	1,500.00	1,281.50	15 %
	5656 Tree Trimming	17,794.00	70,950.00	130,500.00	130,500.00	59,550.00	54 %
	5660 TREE REMOVAL	0.00	0.00	3,000.00	3,000.00	3,000.00	0 %
	6015 Trees	0.00	-246.00	45,000.00	45,000.00	45,246.00	-1 %
	Account Total:	17,794.00	70,922.50	180,000.00	180,000.00	109,077.50	39 %
5090 Mini-Parks and Medians							
	5022 Utilities	0.00	167.42	500.00	500.00	332.58	33 %
	5023 Water	520.10	3,795.97	9,000.00	9,000.00	5,204.03	42 %
	5032 Building & Grounds-Maintenance	0.00	1,110.89	2,000.00	2,000.00	889.11	56 %
	5045 Miscellaneous Expenditures	0.00	0.00	100.00	100.00	100.00	0 %
	5051 Equipment Rental	0.00	0.00	100.00	100.00	100.00	0 %
	5052 Minor Facility Repairs /Tools	0.00	0.00	100.00	100.00	100.00	0 %
	5655 Landscape Maintenance / Janitorial	0.00	0.00	3,000.00	3,000.00	3,000.00	0 %
	Account Total:	520.10	5,074.28	14,800.00	14,800.00	9,725.72	34 %
	Account Group Total:	151,008.10	661,410.65	1,931,406.00	1,931,406.00	1,269,995.35	34 %
	Fund Total:	151,008.10	661,410.65	1,931,406.00	1,931,406.00	1,269,995.35	34 %
	Grand Total:	151,008.10	661,410.65	1,931,406.00	1,931,406.00	1,269,995.35	34 %

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM G-1**

**Date:** January 10, 2023  
**To:** Honorable Board of Directors  
**From:** General Manager Joe Mendoza  
**Subject:** RESOLUTION NO. 23-01-10-01: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT DESIGNATING CERTAIN DISTRICT OFFICIALS TO TRANSACT BUSINESS WITH FINANCIAL INSTITUTIONS WHICH HOUSE THE DISTRICT'S INVESTMENTS, SAVINGS, OR OTHER FINANCIAL ACCOUNTS

**RECOMMENDATION**

Approve by roll call vote, Resolution No. 23-01-10-01 by reading the title only and waiving further reading as follows:

RESOLUTION NO. 2023-01-10-01: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT DESIGNATING CERTAIN DISTRICT OFFICIALS TO TRANSACT BUSINESS WITH FINANCIAL INSTITUTIONS WHICH HOUSE THE DISTRICT'S INVESTMENTS, SAVINGS, OR OTHER FINANCIAL ACCOUNTS

**BACKGROUND**

The Rossmoor Community Services District (RCSD) elects new Board Officers in the month of January. This necessitates updating the District's banking signature forms authorizing new officials to transact business with its financial institutions which house the District's investments, savings and other financial accounts. Attachment 2 is a list of proposed officials for such authorization.

**ATTACHMENTS**

1. RESOLUTION NO. 2023-01-10-01: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT DESIGNATING CERTAIN DISTRICT OFFICIALS TO TRANSACT BUSINESS WITH FINANCIAL INSTITUTIONS WHICH HOUSE THE DISTRICT'S INVESTMENTS, SAVINGS, OR OTHER FINANCIAL ACCOUNTS (with Exhibit A – List of Officials Authorized to Transact Business with the District's Banks and Other Financial Institutions)
2. Policy No. 4055: District Bank and Investment Accounts

**RESOLUTION 23-01-10-01**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT DESIGNATING CERTAIN DISTRICT OFFICIALS TO TRANSACT BUSINESS WITH FINANCIAL INSTITUTIONS WHICH HOUSE THE DISTRICT'S INVESTMENTS, SAVINGS, OR OTHER FINANCIAL ACCOUNTS**

**WHEREAS**, the Rossmoor Community Services District did hold elections for new Board Officers at its Regular Meeting on January 10, 2023;

**WHEREAS**, those Board Officers assumed their elective duties at its Regular Meeting on January 10, 2023;

**WHEREAS**, District Policy No. 4055 – District Bank and Investment Accounts designates the Board President, 1<sup>st</sup> Vice President, 2<sup>nd</sup> Vice President, and General Manager as authorized to sign checks;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of the Rossmoor Community Services District hereby designates those persons identified on the attached Exhibit "A" to transact business with financial institutions which house the District funds; and

**BE IT RESOLVED**, that the Board of Directors of the Rossmoor Community Services District hereby designates the District's General Manager as authorized to transfer funds; and Michael Matsumoto, CPA, Governmental Financial Services, as authorized to have access to monitor the District's financial accounts.

**PASSED AND ADOPTED** this 10<sup>th</sup> day of January 2023.

AYES:

NOES:

ABSTAIN:

ABSENT:

BOARD OF DIRECTORS  
ROSSMOOR COMMUNITY SERVICES DISTRICT

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Joe Mendoza, Secretary  
Rossmoor Community Services District

Rossmoor Community Services District

**Policy**

**No. 4055**

---

**DISTRICT BANK AND INVESTMENT ACCOUNTS**

---

**4055.10 Authorized Signatures For Bank and Investment Accounts:** Each District bank account opened or closed shall require two signatures from official signatories. Each investment account opened or closed shall require two signatures from official signatories unless it is a maturing (closed) time certain investment e.g. CD.

**4055.11 Investment Account Approvals:** Any transaction involving a District investment account other than LAIF, shall have been reviewed by the Investment Committee and approved by the Board.

**4055.12 Payment Signing Approvals:** Two signatures from official signatories shall be required on all payments issued by the District, either on actual checks or other documentation supporting the amount paid out.

**4055.20 Official Signatories:** The following named officials of the District are authorized signatories:  
President, 1<sup>st</sup> Vice President, 2<sup>nd</sup> Vice President and General Manager.

**4065.30 Proceeds from Closed Accounts:** Any proceeds from a closed banking account, investment account and interest or dividend payment shall be immediately deposited into the District's checking or LAIF account.

**4055.40 Reinvestment of Funds from a Closed Account:** As soon as practicable thereafter, the Investment Committee shall meet *and* recommend to the Board the *reinvestment* of proceeds *and* other monies from a closed account. The Board shall determine the final placement of such funds.

Adopted: Resolution 87-5, January 28, 1987  
Approved renumbering & format: October 8, 2002  
Reaffirmed: June 10, 2003  
Amended: July 12, 2005  
Amended: July 13, 2010  
Amended: July 13, 2010  
Amended: November 11, 2014

**EXHIBIT A**

**LIST OF DISTRICT OFFICIALS AUTHORIZED TO TRANSACT BUSINESS WITH THE  
DISTRICT'S BANKS AND OTHER FINANCIAL INSTITUTIONS**

- PRESIDENT \_\_\_\_\_
- 1<sup>ST</sup> VICE PRESIDENT \_\_\_\_\_
- 2<sup>ND</sup> VICE PRESIDENT \_\_\_\_\_
- GENERAL MANAGER JOE MENDOZA
- MICHAEL MATSUMOTO, CPA, GOVERNMENTAL FINANCIAL SERVICES (ACCESS ONLY)

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM H-1**

**Date:** January 10, 2023  
**To:** Honorable Board of Directors  
**From:** General Manager Joe Mendoza  
**Subject:** DISCUSSION AND POSSIBLE ACTION RE: APPROVAL OF PROPOSED PROFESSIONAL SERVICES AGREEMENTS FOR TENNIS INSTRUCTION AT ROSSMOOR PARK

**RECOMMENDATION**

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

1. A two-year Professional Services Agreement (PSA) with tennis instructor Beau Berglund, effective March 10, 2023 for two years; and
2. A two-year Professional Services Agreement (PSA) with tennis instructor Thomas Schlack beginning, March 10, 2023 for two years.

**BACKGROUND**

At their November 2, 2022 meeting, the Personnel and Contract Administration Committee (Director Mark Nitikman, Chair and Director Jeffrey Rips), discussed and reviewed the renewal of a PSA for tennis instructor Beau Berglund. The terms and the fees were discussed and the Committee approved the item to be forwarded to General Counsel Preziosi to prepare the PSA for approval by the RCSD Board of Directors.

Also discussed at the Committee meeting was the retirement of tennis instructor Fernando Molina and the need to find a replacement for him. Subsequently, the General Manager looked for a new tennis instructor and determined that Thomas Schlack would be the best candidate.

**INFORMATION**

General Counsel Preziosi has prepared Professional Services Agreements for both tennis instructors. Therefore, the two PSA's before the Board for approval tonight are for:

1. Beau Berglund: Tennis Instructor Beau Berglund began providing tennis instruction at Rossmoor Park in October 2017. In March 2021, the RCSD Board of Directors approved a Professional Services Agreement (PSA) with Beau Berglund for two years. This past year, Mr. Berglund increased the number of lessons as his business recovers following the pandemic. He is dedicated and well-liked by his clients. The District has not received any negative reports about his services. Mr. Berglund teaches tennis approximately 30-40 hours per week in Rossmoor
2. Thomas Schlack: Mr. Schlack has a BS degree from Pepperdine University where he was also on their tennis team. He is a lifetime member of the United States Tennis



Association, a USTA Certified Tournament Official, and is currently ranked number one in the singles 60 and over division in Southern California. Mr. Schlack has taught tennis at the Lakewood Tennis Center since 2003. He has strong teaching and tennis skills and is highly regarded in the tennis community. His references spoke very highly of him. It is anticipated he will teach approximately 10-20 hours per week in Rossmoor to complement Mr. Berglund's teaching schedule.

#### **ATTACHMENTS**

1. RCSD Professional Services Agreement with Beau Berglund, effective March 10, 2023 for two years
2. RCSD Professional Services Agreement with Thomas Schlack, effective March 10, 2023 for two years

**ROSSMOOR COMMUNITY SERVICES DISTRICT  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this 10th day of March, 2023 (“Effective Date”) by and between the Rossmoor Community Services District, a public agency (“District”) and Beau Berglund, an individual and tennis professional (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

**RECITALS**

A. District is a public agency authorized to own, operate, maintain and repair facilities for public recreation including, without limitation, providing tennis courts for use by individuals who reside within the jurisdiction of the District. District has the authority to establish rates or other charges for services and facilities provided by District. District is authorized to receive revenue and in order to cover the costs of said services and facilities including, for example, charging a tennis professional such as Contractor for the right to use District tennis courts for providing tennis lessons. District desires to enter into this Agreement in order for Contractor to be available to provide tennis lessons (“Services”) to individuals who desire such Services at District’s tennis courts.

B. Contractor desires to perform and assume responsibility for the provision of the Services on the terms and conditions set forth in this Agreement. Contractor represents that he is experienced in providing such Services.

NOW, THEREFORE, the Parties hereby agree as follows:

1. General Scope of Services. Contractor agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the Services. All Services shall be subject to, and performed in accordance with, this Agreement. Contractor shall be responsible for offering, scheduling, and conducting all tennis lessons pursuant to the provisions of this Agreement including, without limitation, the requirements for the location and Schedule of Services as set forth herein. Contractor will also make a good faith effort to provide Services on a priority basis to residents of Rossmoor in connection with the offering and scheduling tennis lessons.

2. Term. The term of this Agreement shall be for two (2) years from the Effective Date of this Agreement, unless earlier terminated as provided herein.

3. Prohibition Against Subcontracting/Employees; Independent Contractor. The Services shall be performed personally by Contractor and shall not be performed by any subcontractors, employees, volunteers or agents. 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.

4. Location and Schedule of Services. Contractor shall perform the Services expeditiously, in accordance with the terms of this Agreement, and in accordance with the following Schedule of Services:

(a) Contractor will reserve an available court on a regular weekly basis as agreed upon by both Parties and Contractor will be available during those hours and days of week to perform Services.

(b) Changes to schedule may only be requested by Contractor under extraordinary circumstances by giving District 24-hour notice. Requested changes are subject to approval by the District in its reasonable discretion. Disapproved requests will result in payment by Contractor, in accordance with this Agreement, as if he had utilized the court for the subject period of time.

(c) Contractor will be responsible for payment to the District for any hours reserved, regardless of whether or not lessons were actually performed. Should Contractor be observed providing instruction other than at a reserved time and/or court without notifying District, Contractor shall be charged, and shall pay to the District, a double fee for the time used but not reserved.

(d) The Services shall be performed at the courts at Rossmoor Park. District shall reserve a court as agreed to by both Parties for the performance of Services by Contractor for the times set forth in the Schedule of Services, as requested by Contractor. District's only obligation in connection with the provision of Services by Contractor shall be to reserve a court at Rossmoor Park in accordance with the Schedule of Services.

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

6. Standard of Care. 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 himself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services. Contractor shall be liable for all violations of such laws and regulations in connection with Services. Contractor shall execute and maintain his work so as to avoid injury or damage to any person or property. In carrying out the Services, Contractor shall exercise all necessary precautions for the safety of individuals appropriate to the nature of the work and the conditions under which the work is to be performed.

## 7. Insurance.

7.1 Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by District:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket

contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, One Million Dollars (\$1,000,000.00) general aggregate.

- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the District, its officers, agents, employees, and volunteers arising from work performed by Consultant for the District and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

7.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The Rossmoor Community Services District and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the District; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to District."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the Rossmoor Community Services District, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the Rossmoor Community Services District shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Rossmoor Community Services District, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by District. No policy of insurance issued as

to which the District is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

7.4. Certificates of Insurance. Consultant shall provide to District certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by District, prior to performing any services under this Agreement.

7.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

8. Compensation. Contractor shall receive compensation for Services rendered under this Agreement as follows:

(a) Contractor shall provide the Services at rates as stated on a rate schedule provided by the Contractor which shall be charged to each individual who receives a tennis lesson, regardless of whether said lesson is provided to one or more individuals at the same time. The minimum amount of time for which Contractor shall charge for Services shall be in one hour intervals. Contractor shall be solely responsible for imposing and collecting all fees charged for the Services in accordance with this Agreement. The fees received shall be Contractor's sole compensation pursuant to this Agreement. Contractor will receive no compensation from the District.

(b) The District will record and reconcile each court reservation within the RecDesk reservation system and impose and collect fees for each lesson monthly. Payment is due no later than the 10th of the next month.

(c) At the time of submission of each written statement as required herein, Contractor shall remit payment to the District in readily available funds, fifteen dollars and fifty cents (\$15.50) per hour from the Effective Date through March 11, 2023, and sixteen dollars and fifty cents (\$16.50) per hour commencing March 11, 2024 for each individual who receives a tennis lesson and/or each court hour. For group lessons, with times as approved by the District, Contractor shall remit payment to the District a rate of twenty dollars (\$17.50) per hour from the Effective Date through March 10, 2025.

(d) The fees imposed, collected and remitted, as set forth herein, shall be the gross fees and there shall be no deduction or other reduction from the amounts which are subject to the calculations and payments set forth herein.

(e) At all times during the term of this Agreement, and for a period of two (2) years following the expiration or termination of this Agreement, Contractor shall maintain the statements described herein and any other documentation developed and retained in connection with Contractor's responsibilities under this Agreement. Said statements and documents shall be subject to audit and review by District at all times during the term of this Agreement and for two (2) years following expiration or termination of this Agreement.

(f) Contractor shall not be reimbursed for any expenses unless authorized in writing by District.

(g) At any time during the term of this Agreement, District may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work requested by District which is not provided for under this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the duly authorized representative of the District.

(h) [intentionally omitted]

#### 9. General Provisions.

(a) Termination of Agreement. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Contractor may not terminate this Agreement except for cause.

(b) DOJ Background Check. Because Contractor will or may provide services to persons under 18 years of age, Contractor must participate in a Department of Justice ("DOJ") Background Check via Live Scan. In compliance with California law, until District receives clearance from the DOJ, Contractor will not be allowed to perform any such services under this Agreement. Contractor is required to contact District to make arrangements with the Orange County Sherriff's Department or such other agency as authorized by District for fingerprinting. Contractor shall be solely responsible for any and all costs associated with these requirements.

(c) 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. The individuals specified herein shall be deemed the duly authorized representative of the applicable Party:

**Contractor:** Beau Berglund  
12100 Montecito Road #141  
Rossmoor, CA 90720

**District:** Rossmoor Community Services District  
3001 Blume Dr.  
Rossmoor, CA 90720  
Attn: General Manager

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

(d) 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 attorneys' fees and all other costs of such action.

(e) Indemnification. Contractor shall defend, with counsel of District's choosing, indemnify, and hold District, including its' officers, officials, employees and volunteers, free and



harmless from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's, including any employee, sub-contractor, agent and/or volunteer, performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of District's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the District. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, subcontractors, agents and/or volunteers, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, subcontractors, agents and/or volunteers, whenever any claim, action, complaint or suit asserts liability against the District, its elected officials, officers, agents and employees based upon negligence, recklessness, or willful misconduct in the work performed by the Consultant, its employees, subcontractors and/or volunteers under this Agreement, whether or not the Consultant, its employees, subcontractors, agents and/or volunteers are specifically named or otherwise asserted to be liable. Should District in its sole discretion find Contractor's legal counsel unacceptable, then Contractor shall reimburse the District its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the District (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

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

(g) 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.

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

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

**ROSSMOOR COMMUNITY  
SERVICES DISTRICT**

**BEAU BERGLUND**

By: \_\_\_\_\_  
Joe Mendoza  
General Manager

By: \_\_\_\_\_  
Beau Berglund

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO FORM FOR DISTRICT**

By: \_\_\_\_\_  
Tarquin Preziosi  
General Counsel

Date: \_\_\_\_\_

**ROSSMOOR COMMUNITY SERVICES DISTRICT  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this 10th day of March, 2023 (“Effective Date”) by and between the Rossmoor Community Services District, a public agency (“District”) and Thomas Schlack, an individual and tennis professional (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties.”

**RECITALS**

A. District is a public agency authorized to own, operate, maintain and repair facilities for public recreation including, without limitation, providing tennis courts for use by individuals who reside within the jurisdiction of the District. District has the authority to establish rates or other charges for services and facilities provided by District. District is authorized to receive revenue and in order to cover the costs of said services and facilities including, for example, charging a tennis professional such as Contractor for the right to use District tennis courts for providing tennis lessons. District desires to enter into this Agreement in order for Contractor to be available to provide tennis lessons (“Services”) to individuals who desire such Services at District’s tennis courts.

B. Contractor desires to perform and assume responsibility for the provision of the Services on the terms and conditions set forth in this Agreement. Contractor represents that he is experienced in providing such Services.

NOW, THEREFORE, the Parties hereby agree as follows:

1. General Scope of Services. Contractor agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the Services. All Services shall be subject to, and performed in accordance with, this Agreement. Contractor shall be responsible for offering, scheduling, and conducting all tennis lessons pursuant to the provisions of this Agreement including, without limitation, the requirements for the location and Schedule of Services as set forth herein. Contractor will also make a good faith effort to provide Services on a priority basis to residents of Rossmoor in connection with the offering and scheduling tennis lessons.

2. Term. The term of this Agreement shall be for two (2) years from the Effective Date of this Agreement, unless earlier terminated as provided herein.

3. Prohibition Against Subcontracting/Employees; Independent Contractor. The Services shall be performed personally by Contractor and shall not be performed by any subcontractors, employees, volunteers or agents. 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.

4. Location and Schedule of Services. Contractor shall perform the Services expeditiously, in accordance with the terms of this Agreement, and in accordance with the following Schedule of Services:

(a) Contractor will reserve an available court on a regular weekly basis as agreed upon by both Parties and Contractor will be available during those hours and days of week to perform Services.

(b) Changes to schedule may only be requested by Contractor under extraordinary circumstances by giving District 24-hour notice. Requested changes are subject to approval by the District in its reasonable discretion. Disapproved requests will result in payment by Contractor, in accordance with this Agreement, as if he had utilized the court for the subject period of time.

(c) Contractor will be responsible for payment to the District for any hours reserved, regardless of whether or not lessons were actually performed. Should Contractor be observed providing instruction other than at a reserved time and/or court without notifying District, Contractor shall be charged, and shall pay to the District, a double fee for the time used but not reserved.

(d) The Services shall be performed at the courts at Rossmoor Park. District shall reserve a court as agreed to by both Parties for the performance of Services by Contractor for the times set forth in the Schedule of Services, as requested by Contractor. District's only obligation in connection with the provision of Services by Contractor shall be to reserve a court at Rossmoor Park in accordance with the Schedule of Services.

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

6. Standard of Care. 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 himself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services. Contractor shall be liable for all violations of such laws and regulations in connection with Services. Contractor shall execute and maintain his work so as to avoid injury or damage to any person or property. In carrying out the Services, Contractor shall exercise all necessary precautions for the safety of individuals appropriate to the nature of the work and the conditions under which the work is to be performed.

7. Insurance.

7.1 Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by District:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket

contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, One Million Dollars (\$1,000,000.00) general aggregate.

- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the District, its officers, agents, employees, and volunteers arising from work performed by Consultant for the District and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

7.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The Rossmoor Community Services District and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the District; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to District."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the Rossmoor Community Services District, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the Rossmoor Community Services District shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Rossmoor Community Services District, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by District. No policy of insurance issued as

to which the District is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

7.4. Certificates of Insurance. Consultant shall provide to District certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by District, prior to performing any services under this Agreement.

7.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

8. Compensation. Contractor shall receive compensation for Services rendered under this Agreement as follows:

(a) Contractor shall provide the Services at rates as stated on a rate schedule provided by the Contractor which shall be charged to each individual who receives a tennis lesson, regardless of whether said lesson is provided to one or more individuals at the same time. The minimum amount of time for which Contractor shall charge for Services shall be in one hour intervals. Contractor shall be solely responsible for imposing and collecting all fees charged for the Services in accordance with this Agreement. The fees received shall be Contractor's sole compensation pursuant to this Agreement. Contractor will receive no compensation from the District.

(b) The District will record and reconcile each court reservation within the RecDesk reservation system and impose and collect fees for each lesson monthly. Payment is due no later than the 10th of the next month.

(c) At the time of submission of each written statement as required herein, Contractor shall remit payment to the District in readily available funds, fifteen dollars and fifty cents (\$15.50) per hour from the Effective Date through March 11, 2023, and sixteen dollars and fifty cents (\$16.50) per hour commencing March 11, 2024 for each individual who receives a tennis lesson and/or each court hour. For group lessons, with times as approved by the District, Contractor shall remit payment to the District a rate of twenty dollars (\$17.50) per hour from the Effective Date through March 10, 2025.

(d) The fees imposed, collected and remitted, as set forth herein, shall be the gross fees and there shall be no deduction or other reduction from the amounts which are subject to the calculations and payments set forth herein.

(e) At all times during the term of this Agreement, and for a period of two (2) years following the expiration or termination of this Agreement, Contractor shall maintain the statements described herein and any other documentation developed and retained in connection with Contractor's responsibilities under this Agreement. Said statements and documents shall be subject to audit and review by District at all times during the term of this Agreement and for two (2) years following expiration or termination of this Agreement.

(f) Contractor shall not be reimbursed for any expenses unless authorized in writing by District.

(g) At any time during the term of this Agreement, District may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work requested by District which is not provided for under this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the duly authorized representative of the District.

(h) [intentionally omitted]

9. General Provisions.

(a) Termination of Agreement. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Contractor may not terminate this Agreement except for cause.

(b) DOJ Background Check. Because Contractor will or may provide services to persons under 18 years of age, Contractor must participate in a Department of Justice ("DOJ") Background Check via Live Scan. In compliance with California law, until District receives clearance from the DOJ, Contractor will not be allowed to perform any such services under this Agreement. Contractor is required to contact District to make arrangements with the Orange County Sherriff's Department or such other agency as authorized by District for fingerprinting. Contractor shall be solely responsible for any and all costs associated with these requirements.

(c) 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. The individuals specified herein shall be deemed the duly authorized representative of the applicable Party:

**Contractor:** Thomas Schlack  
3820 Gondar Ave  
Long Beach, CA 90808

**District:** Rossmoor Community Services District  
3001 Blume Dr.  
Rossmoor, CA 90720  
Attn: General Manager

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

(d) 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 attorneys' fees and all other costs of such action.

(e) Indemnification. Contractor shall defend, with counsel of District's choosing, indemnify, and hold District, including its' officers, officials, employees and volunteers, free and

harmless from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's, including any employee, sub-contractor, agent and/or volunteer, performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of District's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the District. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, subcontractors, agents and/or volunteers, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, subcontractors, agents and/or volunteers, whenever any claim, action, complaint or suit asserts liability against the District, its elected officials, officers, agents and employees based upon negligence, recklessness, or willful misconduct in the work performed by the Consultant, its employees, subcontractors and/or volunteers under this Agreement, whether or not the Consultant, its employees, subcontractors, agents and/or volunteers are specifically named or otherwise asserted to be liable. Should District in its sole discretion find Contractor's legal counsel unacceptable, then Contractor shall reimburse the District its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the District (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

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

(g) 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.

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

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

**ROSSMOOR COMMUNITY  
SERVICES DISTRICT**

**THOMAS SCHLACK**

By: \_\_\_\_\_  
Joe Mendoza  
General Manager

By: \_\_\_\_\_  
Thomas Schlack

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



**APPROVED AS TO FORM FOR DISTRICT**

By: \_\_\_\_\_  
Tarquin Preziosi  
General Counsel

Date: \_\_\_\_\_

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM H-2**

**Date:** January 10, 2023  
**To:** Honorable Board of Directors  
**From:** General Manager Joe Mendoza  
**Subject:** CONSIDERATION OF PROPOSED PILOT PICKLEBALL PROGRAM

**RECOMMENDATION**

It is recommended that the Rossmoor Community Services District (RCSD) Board of Directors review the proposed pilot pickleball program and take action as follows:

1. Approve the proposed pilot pickleball program as presented;
2. Make modifications to the proposed pilot pickleball program; or
3. Direct the General Manager as appropriate.

**BACKGROUND**

At the December 13, 2022 RCSD Board of Directors meeting, the Board voted 4-1 for the General Manager to develop a pilot pickleball program to be implemented in Rossmoor for 90 days while a permanent pickleball program is being considered. The pickleball review process continues as sound studies are evaluated, sites assessed, construction costs determined, and programming is considered. The Parks and Facilities Committee will meet in the future to go over these items and formulate options for the RCSD Board to consider once the President assigns Committee members.

**INFORMATION**

The following pilot pickleball program is presented for the Board's consideration:

*Pilot Pickleball Program at Rossmoor Park*

- Tennis Court 1 at Rossmoor Park will be transformed into three pickleball courts
- The pilot pickleball program will run for approximately 90 days: Saturday, January 28, 2023 through Saturday, April 29, 2023.
- The three pilot pickleball courts will be available as follows:
  - Mondays and Wednesdays, 9 a.m. to 1 p.m.
  - Tuesdays and Thursdays, 5 p.m. to 9 p.m.
  - Fridays – closed
  - Saturdays and Sundays, 1 p.m. to 5 p.m.

The following guidelines will apply to the pilot pickleball program:

- The pickleball program will be offered to Rossmoor residents only, by reservation at \$6/hour per court

- Maximum of 4 players per court for doubles
- Maximum of 12 players on the 3 courts
- RCSD will provide portable nets that will be set up for the pickleball hours and then removed after hours
- Patrons will be required to bring their own paddles and balls
- Courts that are not reserved may accommodate walk-on play
- Courts will be unstaffed and the reservation system using the monitor at the Rossmoor Community Center will be utilized for reservation verification
- Outside of pickleball hours, Court 1 will be available for tennis open play

**ATTACHMENTS**

None

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM H-3**

**Date:** January 10, 2023  
**To:** Honorable Board of Directors  
**From:** General Manager Joe Mendoza  
**Subject:** REVIEW OF A DRAFT LETTER REQUESTING A TRAFFIC STUDY TO BE PRESENTED TO SENIOR CIVIL ENGINEER WEI ZHU, ORANGE COUNTY PUBLIC WORKS TRAFFIC INVESTIGATIONS AND STUDIES

**RECOMMENDATION**

It is recommended that the Rossmoor Community Services District Board of Directors approve the letter to Senior Civil Engineer Wei Zhu, Orange County Public Works Traffic Investigations and Studies.

**BACKGROUND**

The Rossmoor Community Services District (RCSD) has received numerous complaints and concerns regarding parking issues along the Montecito Corridor, Bradbury Road, and the Hedwig Road entrance, from Los Alamitos Boulevard to Wallingsford Road. Through a number of Traffic/Safety Ad Hoc Committee meetings and RCSD Board meetings, residents have been given the opportunity to provide input about traffic safety and parking problems.

At a Traffic/Safety Ad Hoc Committee meeting, a draft resolution was presented to the Committee that would create a parking permit ordinance (restricting parking for residents only at specified times). It was acknowledged that the RCSD does not have jurisdiction to enact such an ordinance and that it would ultimately need action by the County of Orange Board of Supervisors to approve such a change. Therefore, a traffic study with viable recommendations/solutions from the Orange County Public Works/Traffic Investigations & Studies Division is necessary before moving forward with a proposed parking permit ordinance.

After much discussion, the Committee directed the General Manager to draft a letter to Orange County Public Works Traffic Engineering Division to request their consideration in conducting a traffic study. This study would be used to come up with viable solutions that may include adopting a parking permit program to restrict parking, additional red curbing, and/or making adjustments to traffic lanes that may create additional parking, as well as visibility when exiting/entering arterial streets.

**INFORMATION**

The Traffic/Safety Ad Hoc Committee (Director Tony DeMarco, Chair and Second Vice President Nathan Searles) met on January 4, 2023. The Committee reviewed a draft letter to Orange County Public Works Traffic Investigations and Studies Division requesting that a traffic study be conducted relative to parking, speeding, and access to the areas around the

Montecito Corridor. The letter outlines the District's parking and safety concerns, as well as offers a few solutions for consideration including adopting a parking permit program to restrict parking, additional red curbing, and/or making adjustments to traffic lanes that may create additional parking and increase visibility when exiting/entering arterial streets.

The Committee recommended that the draft letter be finalized and forwarded to the RCSD Board of Directors for their approval so that the letter may be sent.

**ATTACHMENTS**

1. Draft letter requesting a traffic study to be presented to Senior Civil Engineer Wei Zhu, Orange County Public Works Traffic Investigations and Studies

January \_\_\_\_\_, 2023

Ms. Wei Zhu, PE, TE  
Senior Civil Engineer  
Orange County Public Works/Traffic Investigations & Studies  
300 N. Flower Street  
Santa Ana, CA 90702

Dear Ms. Zhu:

The Rossmoor Community Services District (RCSD) has received numerous complaints and concerns regarding parking issues along the Montecito Corridor, Bradbury Road and Wallingsford Road. Through several Traffic/Safety Ad Hoc Committee meetings and RCSD Board meetings, residents have been given the opportunity to provide input about traffic safety and parking problems.

Because the parking issues in Rossmoor, caused by the multi-family housing (apartments, condominiums, and townhomes), have become increasingly troublesome, the RCSD Traffic/Safety Ad Hoc Committee and the Rossmoor Homeowner's Association committee members respectfully request that Orange County Public Works/Traffic Investigations & Studies Division please conduct a traffic study.

At the last RCSD Traffic/Safety Ad Hoc Committee meeting, options were presented to the Committee suggesting a parking permit ordinance (restricting parking for residents only at specified times). Other options that may be considered:

- Enacting a parking permit program to restrict overnight parking;
- Adding red curbing that would address lack of visibility when exiting/entering arterial streets along Montecito Road and Bradbury Road; and
- Research the feasibility of adjusting traffic lanes so that additional parking could be created (i.e., adding angled parking along the east side of Montecito Road and diminishing lanes from four to two to increase parking and adding a bike lane).

As you are aware, in 2017 the Shops at Rossmoor closed the shopping center parking lot to overnight parking by residents of the condominiums and townhomes in both the Rossmoor Community Services District and the City of Seal Beach. Because of this, residents not using garages and parking stalls on the condominium and townhome properties are forced to park on Montecito Road, as well as the arterial streets adjacent to Montecito Road and Bradbury Road. It appears that over the years, the number of cars associated with these properties has grown, thus the need for parking opportunities has also grown and the parking at each housing site may no longer be sufficient.

Ms. Wei Zhu, Traffic Engineer  
January \_\_\_\_\_, 2023  
Page 2

Other issues to consider are that the overflow parking creates problems with trash pickup as residents often do not have room to place their trash containers at the curb. Cars that are illegally parked make it difficult to perform adequate street sweeping. In addition, vehicles encroaching onto driveways, and vehicles stored or left for prolonged periods on Rossmoor streets create difficulty to homeowners. The result is that these parking problems affect the overall quality of life for many Rossmoor residents.

The goal of the traffic study is to address residents' concerns related to overnight parking and traffic safety issues. We would welcome any suggestions/recommendations that your office would have after analyzing the traffic study results.

We appreciate your consideration of this request for a traffic study in Rossmoor. Please contact General Manager Joe Mendoza at (562) 430-3707, extension 3, if you need more information or want to schedule a tour of the District.

Sincerely,

Name  
President, RCSD Board of Directors

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM H-4**

**Date:** January 10, 2023  
**To:** Honorable Board of Directors  
**From:** General Manager Joe Mendoza  
**Subject:** CONSIDERATION OF RCSD PROGRAMS & SERVICES SATISFACTION SURVEY RESULTS

**RECOMMENDATION**

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

1. Review and discuss the information provided;
2. Determine the frequency of conducting future community satisfaction surveys; and
3. Provide direction to the General Manager for future action items.

**BACKGROUND**

The RCSD Board of Directors formed an Ad Hoc Committee consisting of Directors Mark Nitikman and Jeffrey Rips; RHA representatives Marian Last and Gary Stewart; and General Manager Joe Mendoza. The Committee was tasked with reviewing the 2019 RCSD Programs and Services Satisfaction Survey and modifying the questions to be relevant to 2022.

The Ad Hoc Committee met on a number of occasions and formulated questions for the 2022 survey. The survey was expanded from 10 questions in the May 2019 survey, to the 2022 version with 23 questions that includes a specific section regarding County of Orange services related to Rossmoor. This information will be valuable in determining community needs and the effectiveness of our current programs, facilities, and services. This will also be a tool for future budgets and projects.

At the November 8, 2022 Board of Directors meeting, the Board approved the content of the survey. Survey Monkey was selected as the platform used for this survey.

The survey became available beginning December 1, 2022 and responses were collected through December 31, 2022. To control multiple responses by the same individual, Survey Monkey was set up to allow only one response per device to control repeated submissions.

To publicize the survey, the District's website and social media platforms were used; RCSD and RHA email databases; and a postcard with a QR code for the survey was mailed to each Rossmoor residence. In addition, the News-Enterprise publicized a survey announcement that included the QR code for the survey and the Los Alamitos Chamber of Commerce included an announcement in their newsletter.



## **INFORMATION**

At the December RCSD Board meeting, it was reported that as of December 7, 2022, 165 surveys have been completed. Staff continued to promote the survey throughout the month of December on social media, the District's website, and an information booth was available at the RCSD Winter Festival on December 10, 2022 promoting the survey and providing information on how to access Survey Monkey.

The survey opportunity closed on December 31, 2022 with 279 respondents. The May 2019 survey resulted in 425 responses. The lower response in 2022 could be attributed to the increased number of questions in this year's survey – 10 questions in 2019 and 23 questions in 2022. Because the survey was open this year in the month of December, with the holiday season, residents who may not have taken time to complete the survey. This could also be attributed to the community being relatively satisfied with the quality of life in Rossmoor and the services provided, therefore did not feel the need to participate in the survey.

Results of the RCSD Programs and Services Satisfaction Survey 2022 are attached for review.

## **ATTACHMENTS**

1. Results of the RCSD Programs and Services Satisfaction Survey 2022

**ROSSMOOR COMMUNITY SERVICES DISTRICT PROGRAMS & SERVICES SATISFACTION SURVEY**

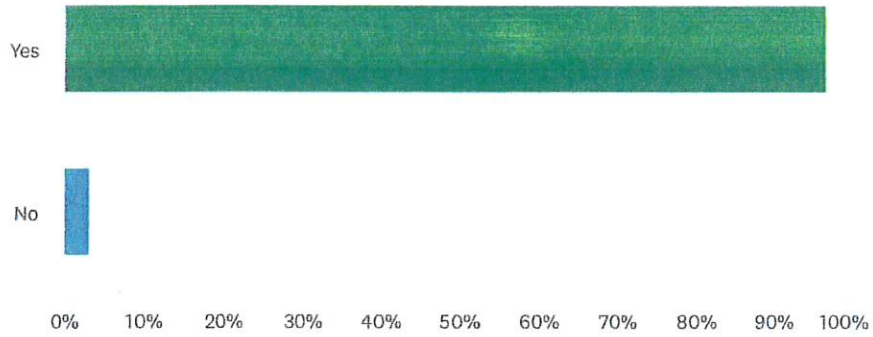
**Q1 Name: Optional**

135 Answered

144 Skipped

## Q2 Are you a Rossmoor resident?

Answered: 273 Skipped: 6



### ANSWER CHOICES

Yes

No

TOTAL

### RESPONSES

96.70%

3.30%

264

9

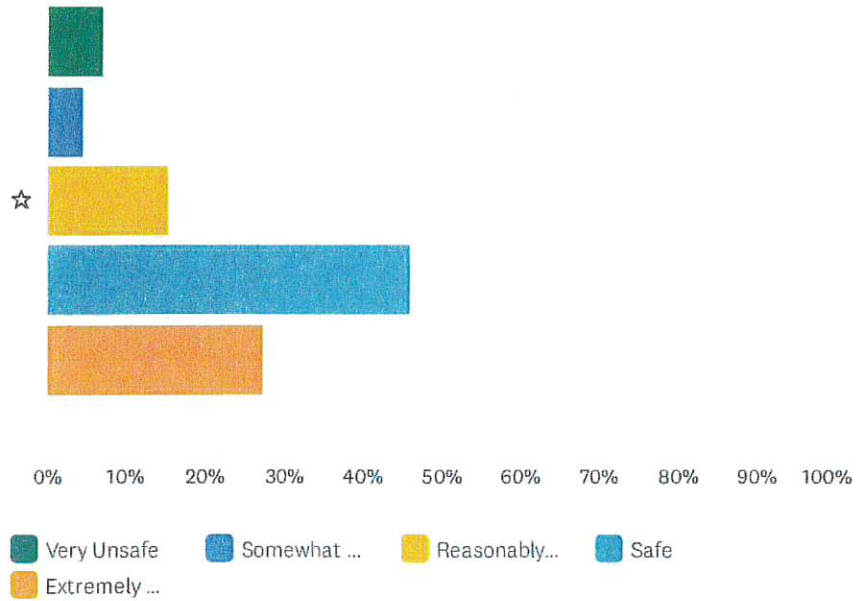
273

ROSSMOOR COMMUNITY SERVICES DISTRICT PROGRAMS & SERVICES SATISFACTION SURVEY

Q3 If you would like to be in our database, please provide your email address below.

### Q4 How safe do you feel at the parks in Rossmoor?

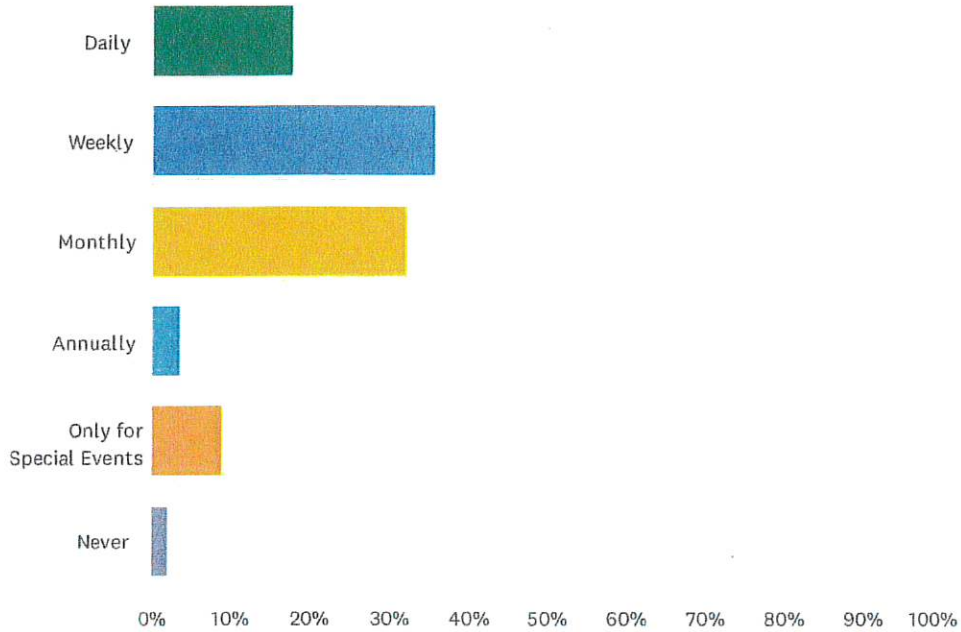
Answered: 272 Skipped: 7



	VERY UNSAFE	SOMEWHAT UNSAFE	REASONABLY SAFE	SAFE	EXTREMELY SAFE	TOTAL	WEIGHTED AVERAGE
☆	6.99%	4.41%	15.44%	45.96%	27.21%	272	3.82
	19	12	42	125	74		

### Q5 How often do you visit the public parks in Rossmoor?

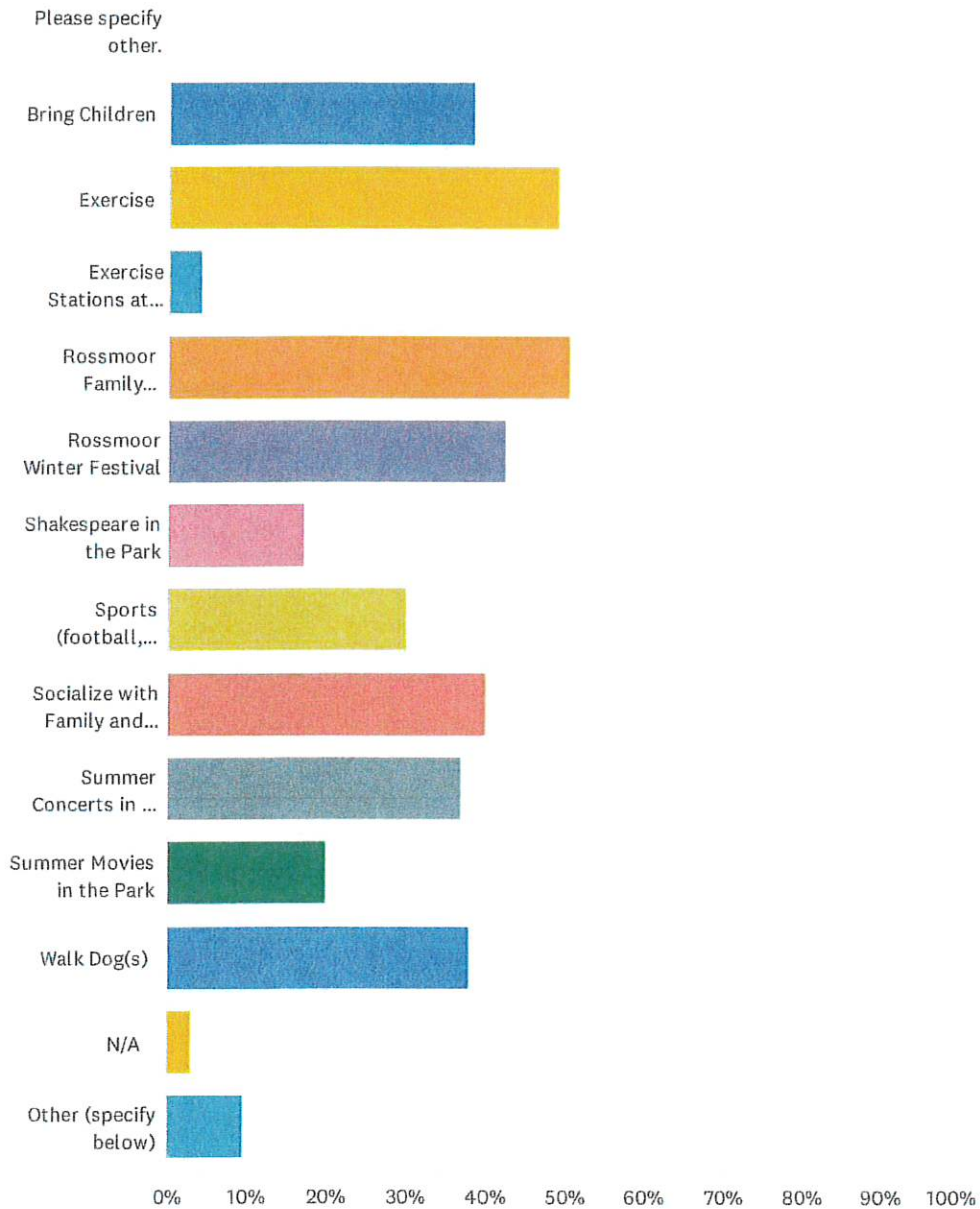
Answered: 276 Skipped: 3



ANSWER CHOICES	RESPONSES	
Daily	17.75%	49
Weekly	35.51%	98
Monthly	31.88%	88
Annually	3.62%	10
Only for Special Events	9.06%	25
Never	2.17%	6
TOTAL		276

### Q6 In what activities/events do you regularly engage in/attend at the parks in Rossmoor? Check all that apply.

Answered: 271 Skipped: 8



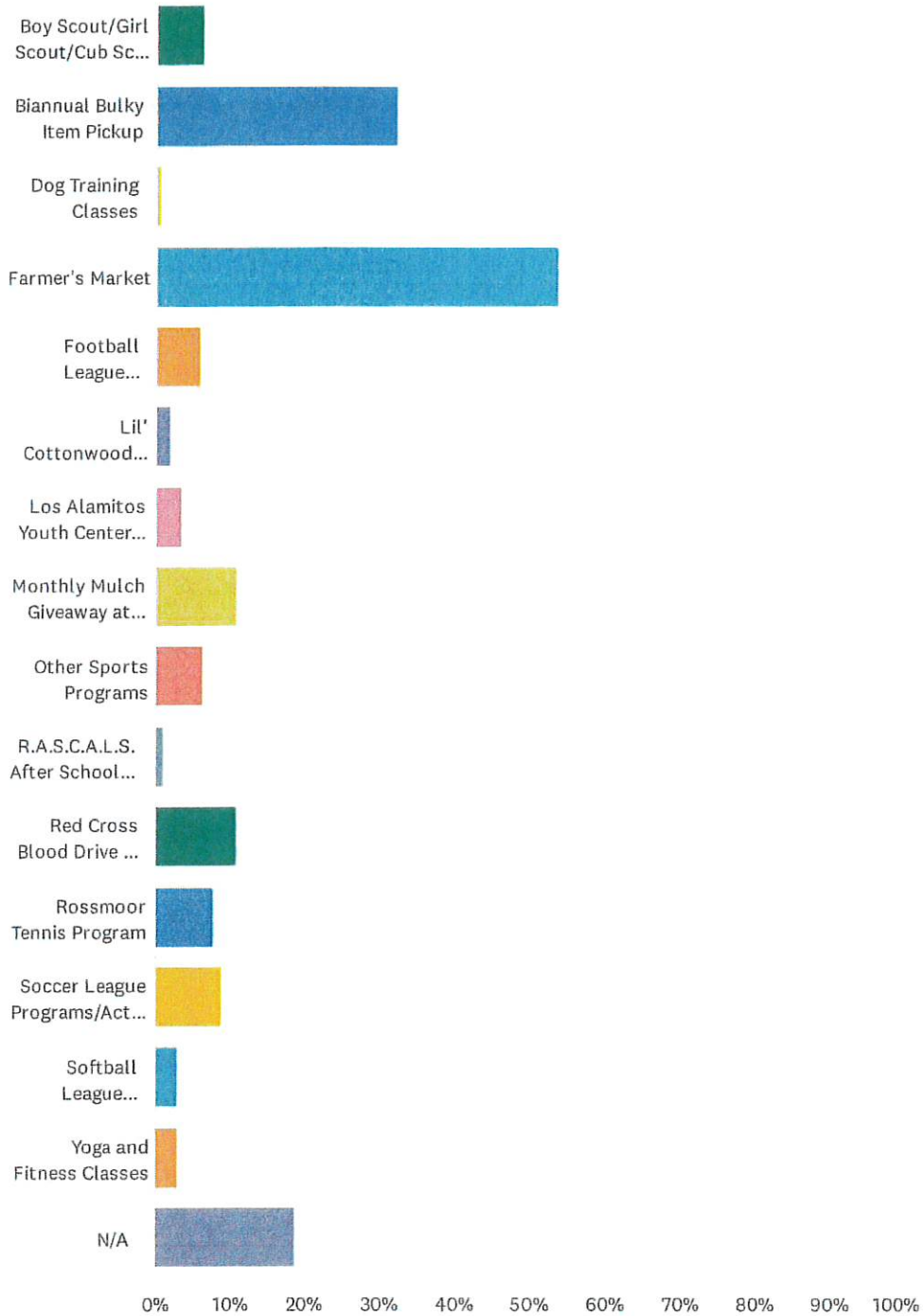
**ROSSMOOR COMMUNITY SERVICES DISTRICT PROGRAMS & SERVICES SATISFACTION SURVEY 2022**

<b>ANSWER CHOICES</b>	<b>RESPONSES</b>	
Please specify other.	0.00%	0
Bring Children	38.38%	104
Exercise	49.08%	133
Exercise Stations at Rush Park	4.06%	11
Rossmoor Family Festivals In Summer	50.55%	137
Rossmoor Winter Festival	42.44%	115
Shakespeare in the Park	16.97%	46
Sports (football, tennis, softball, soccer, volleyball, etc.)	29.89%	81
Socialize with Family and Friends	39.85%	108
Summer Concerts in the Park	36.90%	100
Summer Movies in the Park	19.93%	54
Walk Dog(s)	38.01%	103
N/A	2.95%	8
Other (specify below)	9.59%	26
<b>Total Respondents: 271</b>		



Q7 Which existing Rossmoor programs do you currently utilize and/or participate in regularly? Check all that apply.

Answered: 261 Skipped: 18

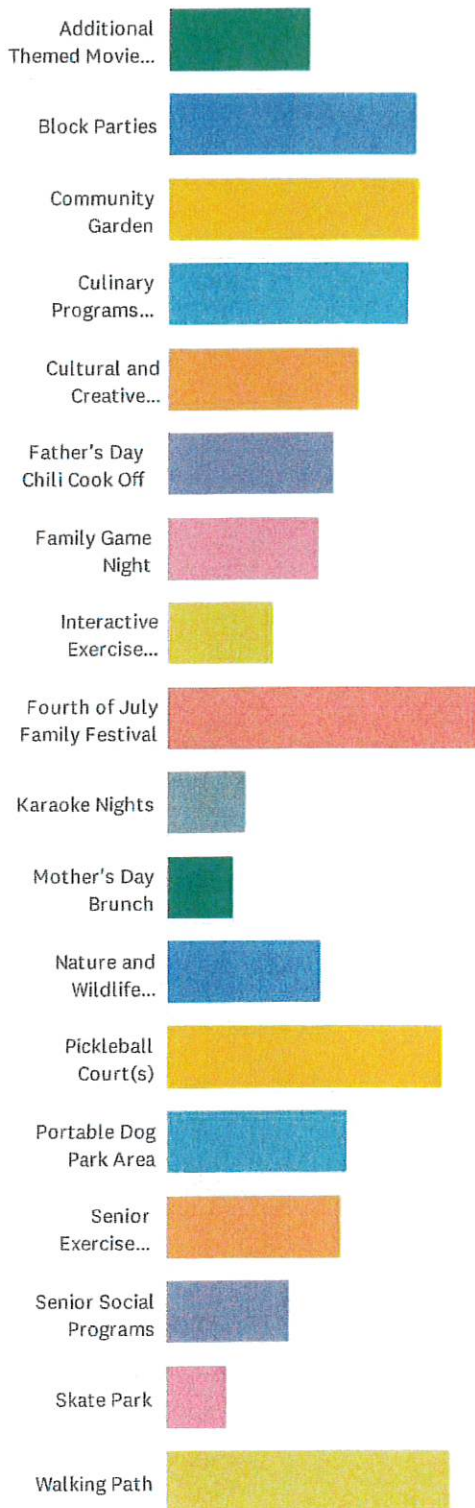


**ROSSMOOR COMMUNITY SERVICES DISTRICT PROGRAMS & SERVICES SATISFACTION SURVEY 2022**

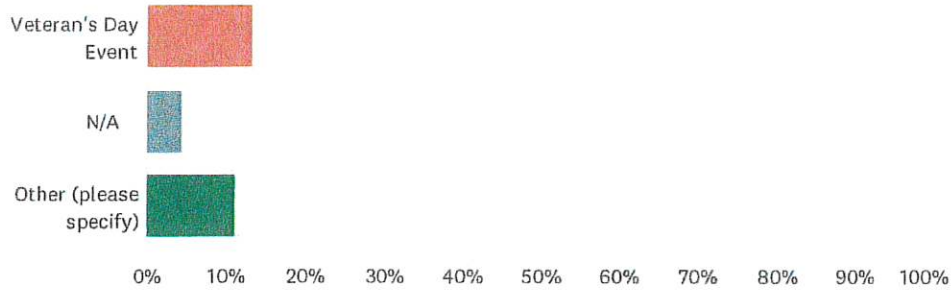
<b>ANSWER CHOICES</b>	<b>RESPONSES</b>	
Boy Scout/Girl Scout/Cub Scout Programs	6.13%	16
Biannual Bulky Item Pickup	32.18%	84
Dog Training Classes	0.38%	1
Farmer's Market	54.02%	141
Football League Programs/Activities (i.e. FNL)	5.75%	15
Lil' Cottonwood Preschool at Montecito Center	1.92%	5
Los Alamitos Youth Center Summer Day Camp	3.45%	9
Monthly Mulch Giveaway at Montecito Park	10.73%	28
Other Sports Programs	6.13%	16
R.A.S.C.A.L.S. After School Program	1.15%	3
Red Cross Blood Drive at Rush Park	10.73%	28
Rossmoor Tennis Program	7.66%	20
Soccer League Programs/Activities (i.e. AYSO)	8.81%	23
Softball League Programs/Activities (i.e. LAGSL)	3.07%	8
Yoga and Fitness Classes	3.07%	8
N/A	18.77%	49
<b>Total Respondents: 261</b>		

Q8 Which of the following programs/events/amenities would you like to see in the future? Check all that apply.

Answered: 264 Skipped: 15



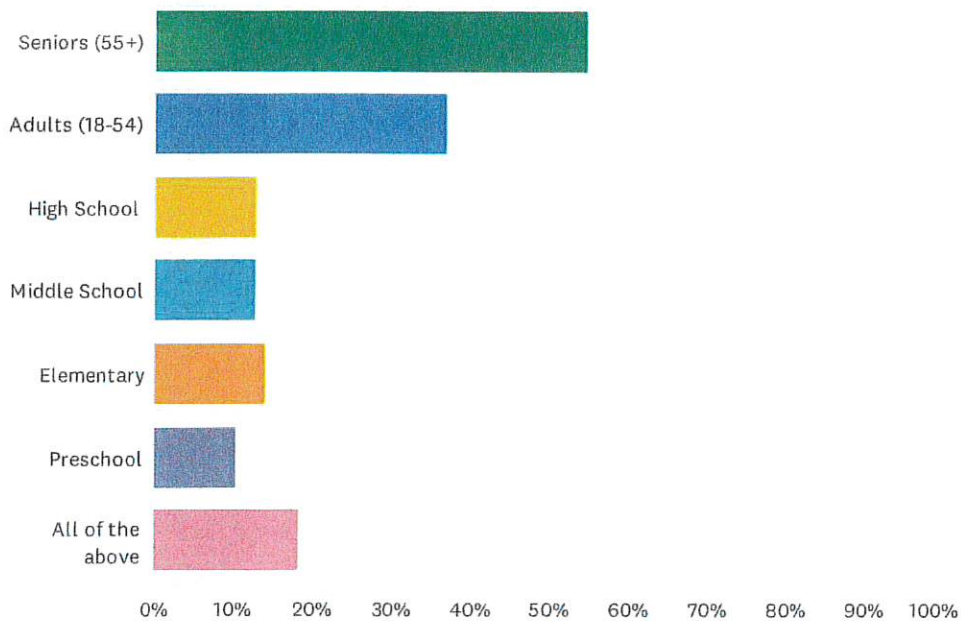
ROSSMOOR COMMUNITY SERVICES DISTRICT PROGRAMS & SERVICES SATISFACTION SURVEY 2022



ANSWER CHOICES	RESPONSES	
Additional Themed Movie Nights	17.80%	47
Block Parties	31.06%	82
Community Garden	31.44%	83
Culinary Programs (Cooking and Baking Classes)	30.30%	80
Cultural and Creative Programs (Art, Music, Photography Classes)	23.86%	63
Father's Day Chili Cook Off	20.83%	55
Family Game Night	18.94%	50
Interactive Exercise Stations	13.26%	35
Fourth of July Family Festival	39.02%	103
Karaoke Nights	9.85%	26
Mother's Day Brunch	8.33%	22
Nature and Wildlife Programs (Bird Watching, Tree/Plant Identification)	19.32%	51
Pickleball Court(s)	34.47%	91
Portable Dog Park Area	22.73%	60
Senior Exercise Programs	21.97%	58
Senior Social Programs	15.53%	41
Skate Park	7.58%	20
Walking Path	35.61%	94
Veteran's Day Event	13.26%	35
N/A	4.55%	12
Other (please specify)	10.98%	29
Total Respondents: 264		

### Q9 In which age group would you most like to see programs added/enhanced? Check all that apply.

Answered: 257 Skipped: 22



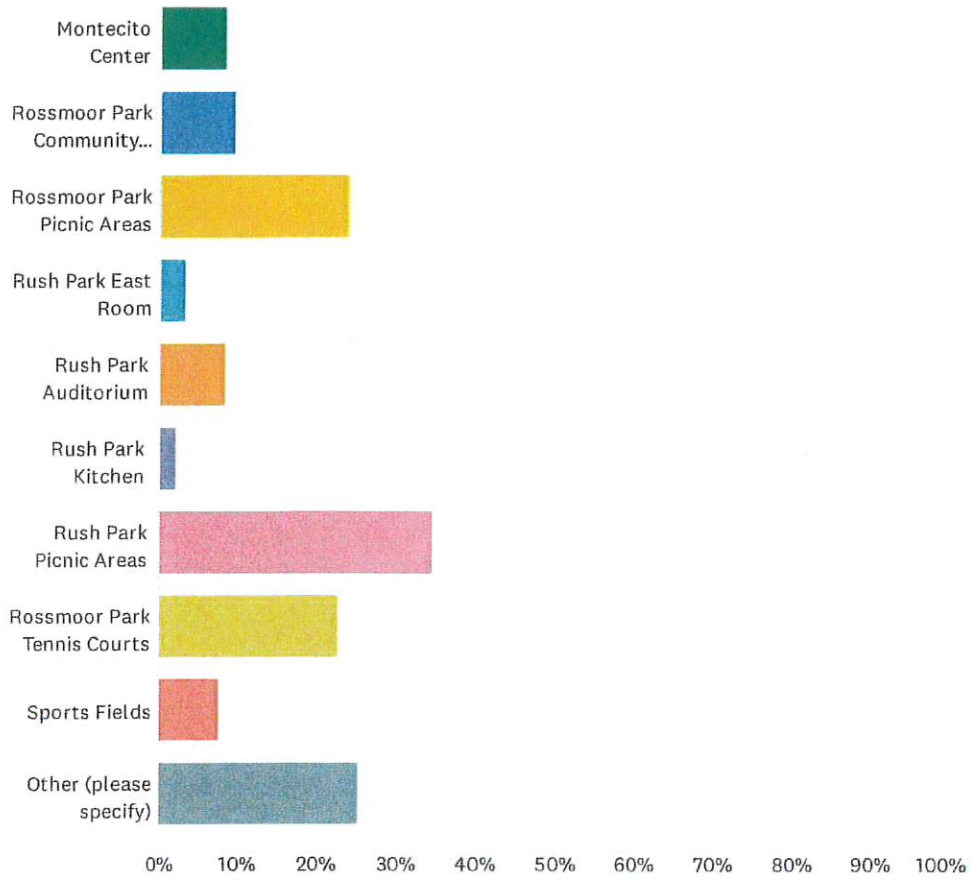
**ANSWER CHOICES**

**RESPONSES**

Seniors (55+)	54.86%	141
Adults (18-54)	36.96%	95
High School	12.84%	33
Middle School	12.84%	33
Elementary	14.01%	36
Preschool	10.51%	27
All of the above	18.29%	47
Total Respondents: 257		

### Q10 Which Rossmoor facilities do you reserve most often? Check all that apply.

Answered: 194 Skipped: 85

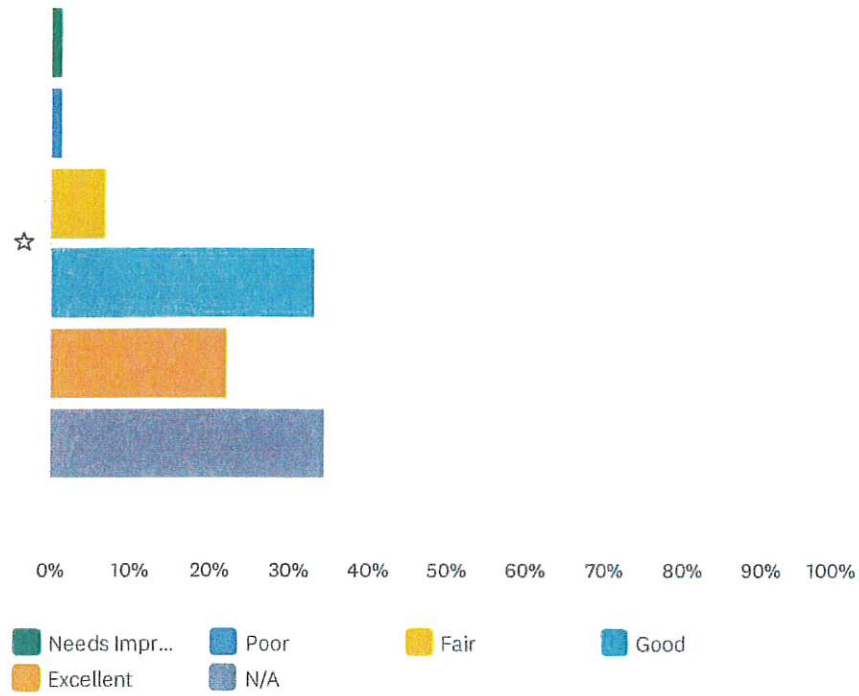


**ROSSMOOR COMMUNITY SERVICES DISTRICT PROGRAMS & SERVICES SATISFACTION SURVEY 2022**

<b>ANSWER CHOICES</b>	<b>RESPONSES</b>	
Montecito Center	8.25%	16
Rossmoor Park Community Center	9.28%	18
Rossmoor Park Picnic Areas	23.71%	46
Rush Park East Room	3.09%	6
Rush Park Auditorium	8.25%	16
Rush Park Kitchen	2.06%	4
Rush Park Picnic Areas	34.54%	67
Rossmoor Park Tennis Courts	22.68%	44
Sports Fields	7.73%	15
Other (please specify)	25.26%	49
<b>Total Respondents: 194</b>		

### Q11 How would you rate the availability of rental facilities in Rossmoor?

Answered: 261 Skipped: 18

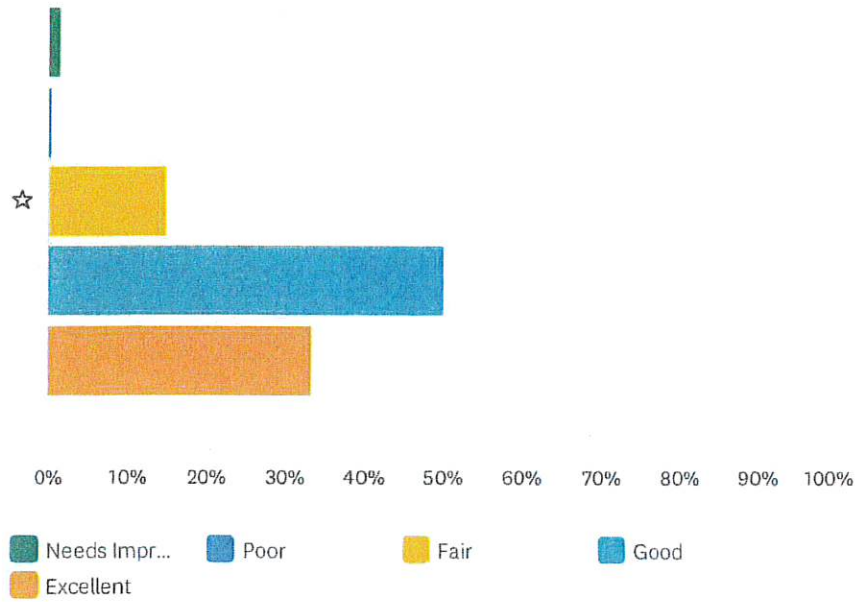


	NEEDS IMPROVEMENT	POOR	FAIR	GOOD	EXCELLENT	N/A	TOTAL	WEIGHTED AVERAGE
☆	1.53%	1.53%	6.90%	33.33%	22.22%	34.48%	261	4.12
	4	4	18	87	58	90		



### Q12 Overall, how would you rate the quality of Rossmoor's programs, parks and facilities?

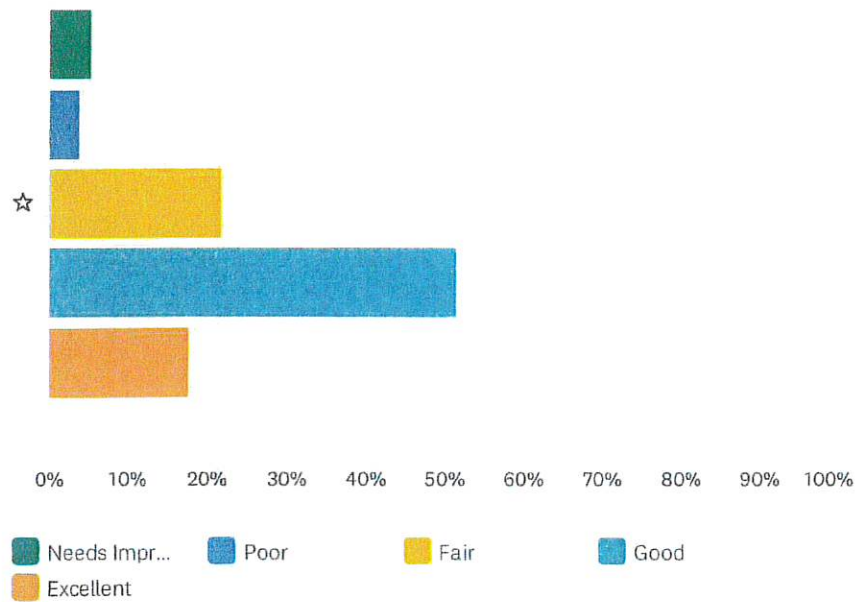
Answered: 265 Skipped: 14



	NEEDS IMPROVEMENT	POOR	FAIR	GOOD	EXCELLENT	TOTAL	WEIGHTED AVERAGE
☆	1.51%	0.38%	14.72%	50.19%	33.21%	265	4.13
	4	1	39	133	88		

### Q13 How would you rate the quality of Rossmoor Community Services District street sweeping services?

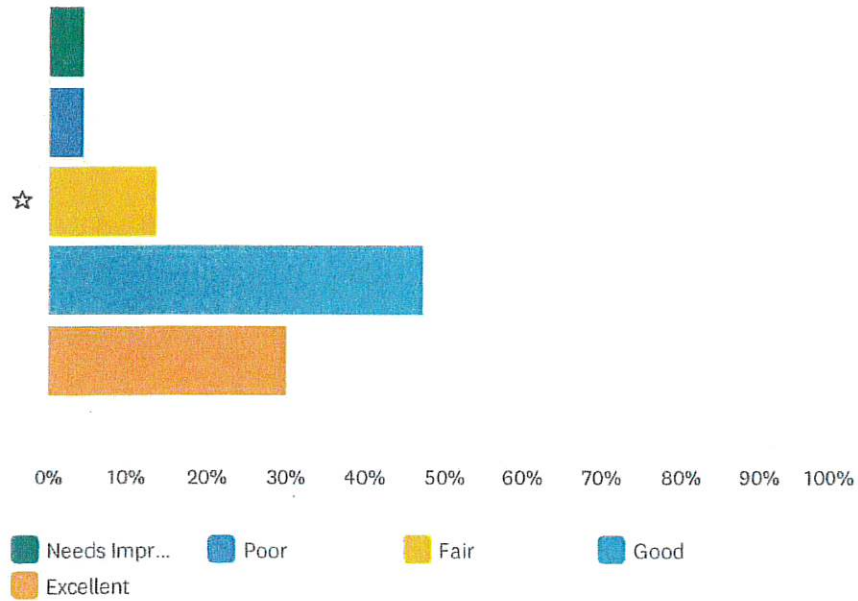
Answered: 266 Skipped: 13



	NEEDS IMPROVEMENT	POOR	FAIR	GOOD	EXCELLENT	TOTAL	WEIGHTED AVERAGE
☆	5.26%	3.76%	21.80%	51.50%	17.67%	266	3.73
	14	10	58	137	47		

### Q14 How would you rate the maintenance of parkway trees in Rossmoor?

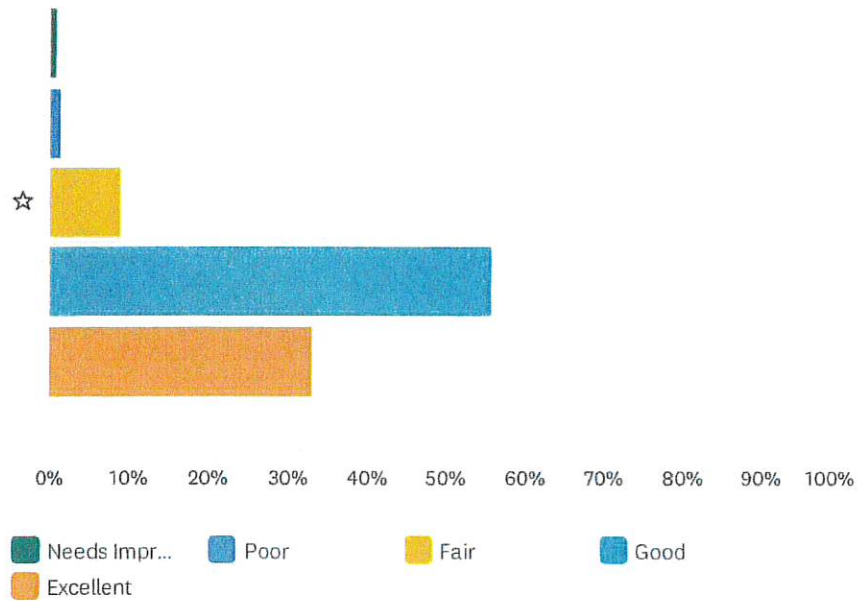
Answered: 272 Skipped: 7



	NEEDS IMPROVEMENT	POOR	FAIR	GOOD	EXCELLENT	TOTAL	WEIGHTED AVERAGE
☆	4.41%	4.41%	13.60%	47.43%	30.15%	272	3.94
	12	12	37	129	82		

### Q15 How would you rate the cleanliness and attractiveness of public facilities and parks in Rossmoor?

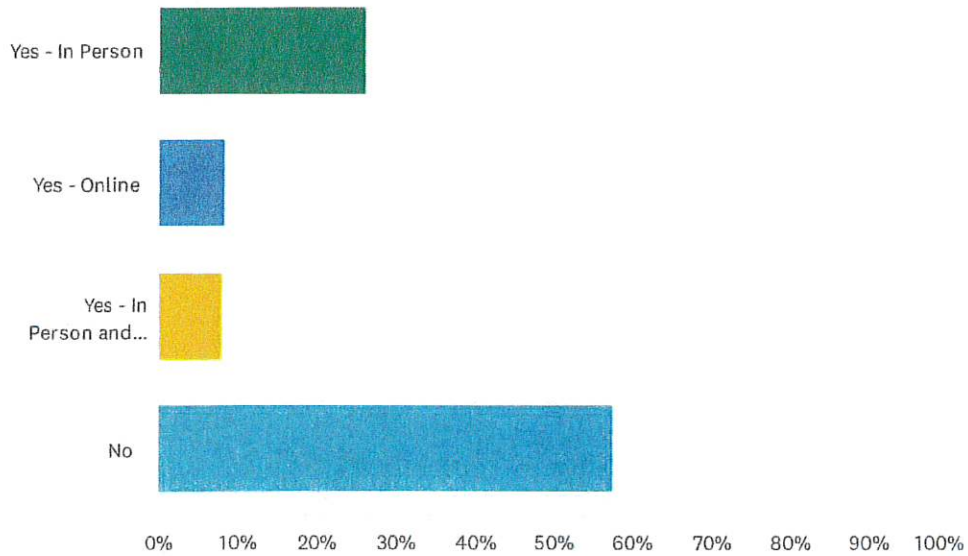
Answered: 267 Skipped: 12



	NEEDS IMPROVEMENT	POOR	FAIR	GOOD	EXCELLENT	TOTAL	WEIGHTED AVERAGE
☆	0.75%	1.50%	8.99%	55.81%	32.96%	267	4.19
	2	4	24	149	88		

## Q16 Have you attended Rossmoor Community Services District Board of Directors meetings?

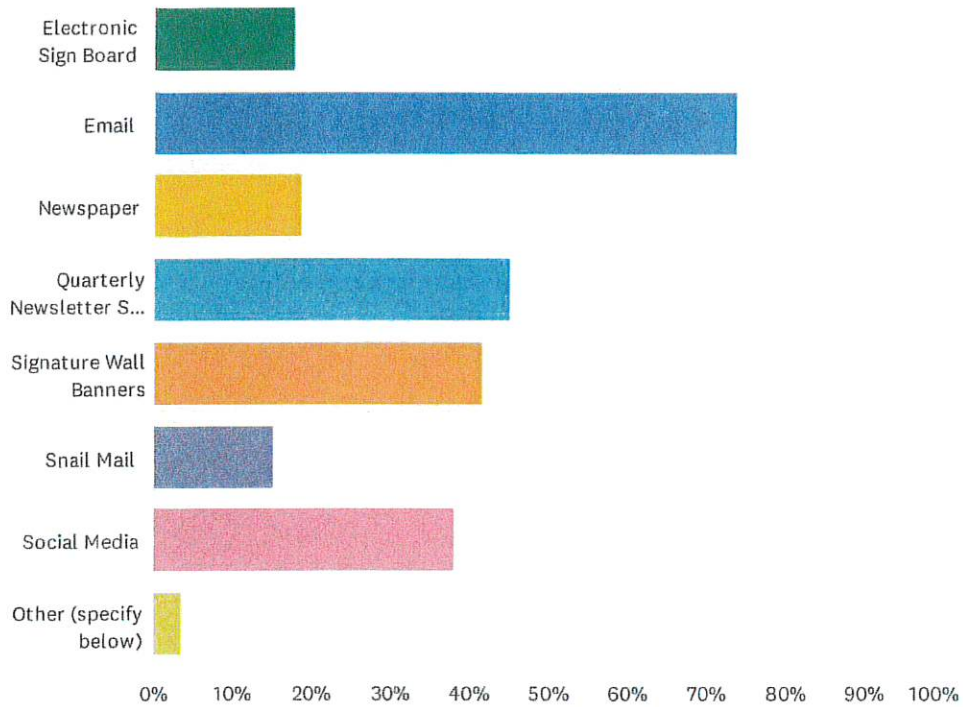
Answered: 276 Skipped: 3



ANSWER CHOICES	RESPONSES	
Yes - In Person	26.09%	72
Yes - Online	8.33%	23
Yes - In Person and Online	7.97%	22
No	57.61%	159
TOTAL		276

**Q17 What is the best way to increase Rossmoor's engagement and advise you of events, programs, policies, etc.? Check all that apply.**

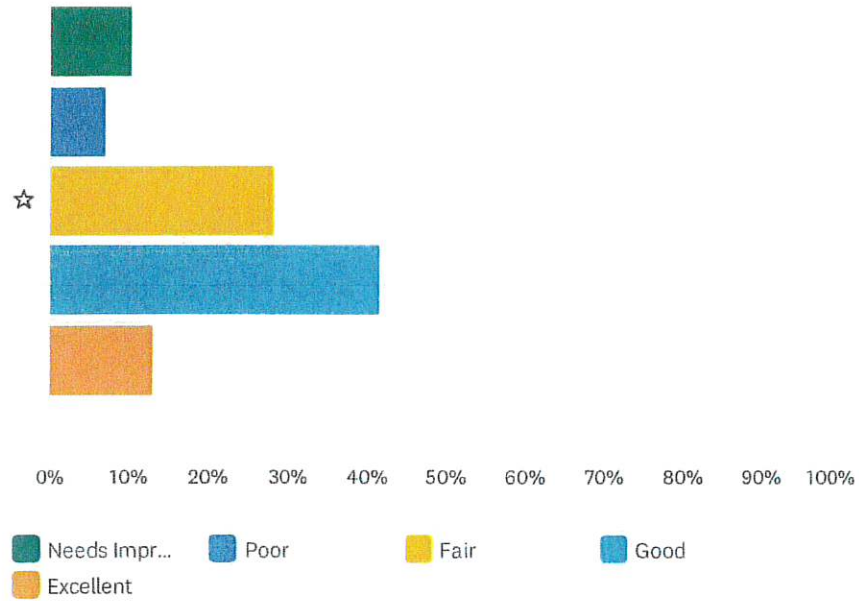
Answered: 270 Skipped: 9



ANSWER CHOICES	RESPONSES	
Electronic Sign Board	17.78%	48
Email	74.07%	200
Newspaper	18.52%	50
Quarterly Newsletter Sent Via Email	45.19%	122
Signature Wall Banners	41.48%	112
Snail Mail	15.19%	41
Social Media	38.15%	103
Other (specify below)	3.70%	10
Total Respondents: 270		

## Q18 OC Waste and Recycling Trash Collection Services

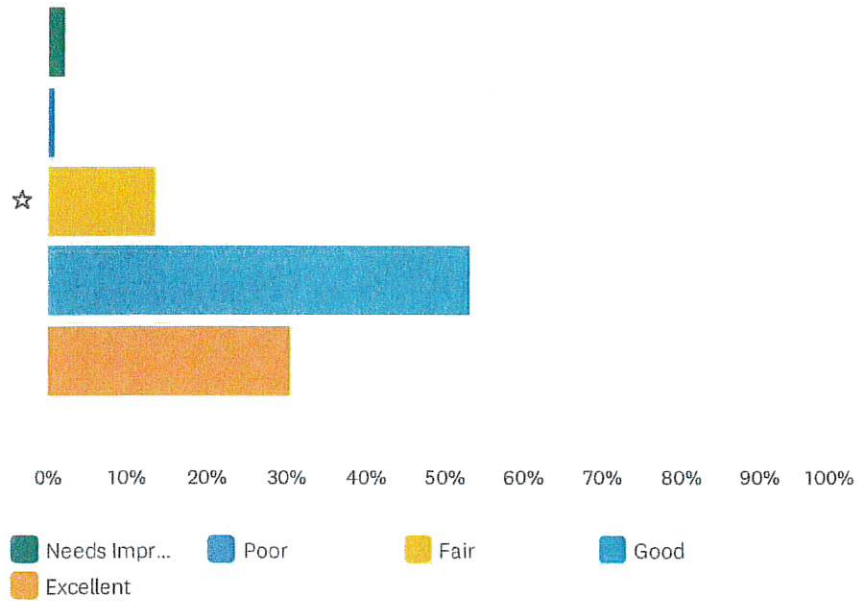
Answered: 255 Skipped: 24



	NEEDS IMPROVEMENT	POOR	FAIR	GOOD	EXCELLENT	TOTAL	WEIGHTED AVERAGE
☆	10.20%	7.06%	28.24%	41.57%	12.94%	255	3.40
	26	18	72	106	33		

## Q19 OC Fire Protection and Emergency/Medical Services

Answered: 240 Skipped: 39

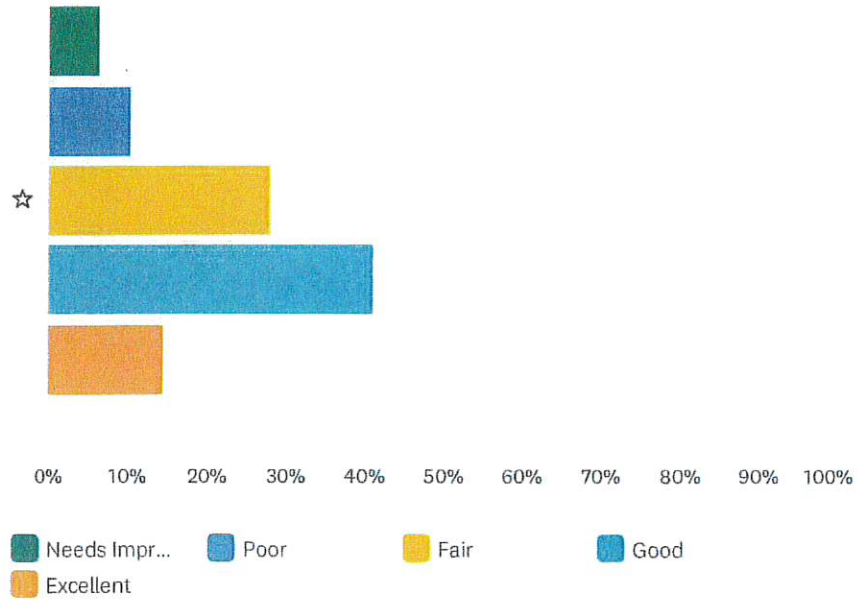


	NEEDS IMPROVEMENT	POOR	FAIR	GOOD	EXCELLENT	TOTAL	WEIGHTED AVERAGE
☆	2.08%	0.83%	13.33%	53.33%	30.42%	240	4.09
	5	2	32	128	73		



## Q20 OC Code Enforcement Regulations

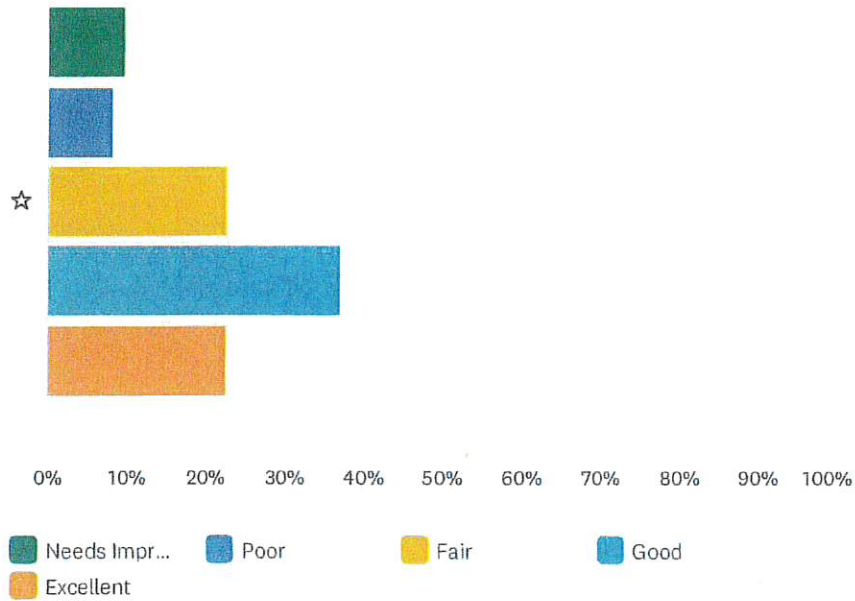
Answered: 236 Skipped: 43



	NEEDS IMPROVEMENT	POOR	FAIR	GOOD	EXCELLENT	TOTAL	WEIGHTED AVERAGE
☆	6.36%	10.17%	27.97%	41.10%	14.41%	236	3.47
	15	24	66	97	34		

## Q21 OC Sheriff's Department

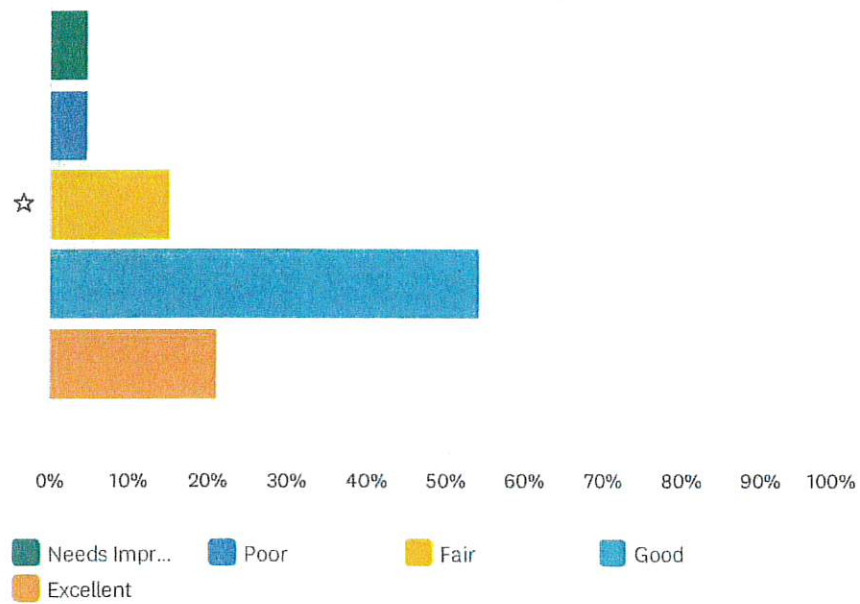
Answered: 248 Skipped: 31



	NEEDS IMPROVEMENT	POOR	FAIR	GOOD	EXCELLENT	TOTAL	WEIGHTED AVERAGE
☆	9.68%	8.06%	22.58%	37.10%	22.58%	248	3.55
	24	20	56	92	56		

## Q22 OC Public Works Maintenance and Repair of Public Streets in Rossmoor

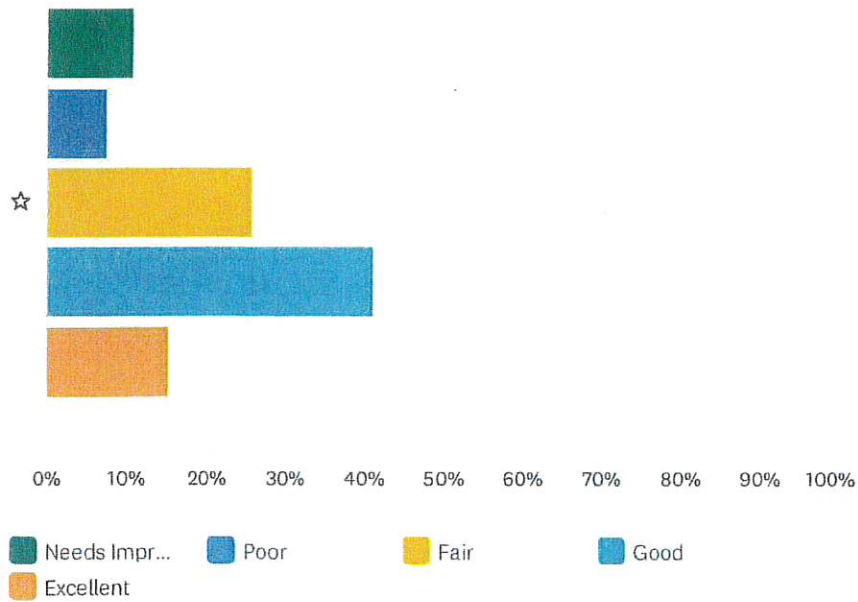
Answered: 256 Skipped: 23



	NEEDS IMPROVEMENT	POOR	FAIR	GOOD	EXCELLENT	TOTAL	WEIGHTED AVERAGE
☆	4.69%	4.69%	15.23%	54.30%	21.09%	256	3.82

## Q23 How would you rate the California Highway Patrol service in Rossmoor?

Answered: 243 Skipped: 36



	NEEDS IMPROVEMENT	POOR	FAIR	GOOD	EXCELLENT	TOTAL	WEIGHTED AVERAGE
☆	10.70%	7.41%	25.51%	41.15%	15.23%	243	3.43
	26	18	62	100	37		

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM I**

**Date:** January 10, 2023  
**To:** Honorable Board of Directors  
**From:** General Manager Joe Mendoza  
**Subject:** GENERAL MANAGER ITEMS

**RECOMMENDATION**

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

**INFORMATION**

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

Street Sweeping

The installation of street sweeping enforcement signage continues in the final quadrant and Phase 3 in January. The new 2023 street sweeping schedule has been posted on the District's website and social media, complete with the holiday schedules.

Traffic Safety

The e-bikes continue to be an issue throughout Southern California. The District has received numerous comments related to safety on our streets and e-bikes on the parks. A social media campaign has been initiated to encourage residents to call both the CHP and Sheriff's when they see a violation or safety hazard. The District will be posting signs on the parks with the ordinance cited stating that no motorized vehicles may be operated on the park. RCSD staff will diligently patrol the park and also call for enforcement.

Cities of Los Alamitos and Seal Beach Housing Elements

Both the cities of Los Alamitos and Seal Beach are in the process of trying to meet their regional housing needs allocation (RHNA). A number of public hearings have taken place in both cities to outline potential housing sites and plans that may include rezoning. As a reminder, cities throughout California are required to adopt a housing element with proposed locations for mandated housing units. Both of our neighboring cities are advertising and noticing their meetings and have placed advertisements in the local newspapers.

Some Rossmoor residents have contacted the District with concerns they have about the proposed housing that is being suggested for the back parking lot at The Shops. In February, an email was sent to the City of Seal Beach expressing strong opposition to the use of The Shops at Rossmoor for high-density housing (Attachment 1). There is also

housing planned by the City of Los Alamitos for property on Lampson. This has raised traffic concerns by Rossmoor residents. The General Manager is monitoring upcoming meeting the cities of Los Alamitos and Seal Beach may have and will keep the RCSD Board up to date. It should be noted that the RCSD does not have any jurisdiction over land use.

**ATTACHMENTS**

1. February 1, 2022 email to City of Seal Beach regarding Public Comment: Public Hearing, February 7, 2022 re: Draft Housing Element

**Joe Mendoza**

---

**From:** Joe Mendoza  
**Sent:** Tuesday, February 1, 2022 10:39 PM  
**To:** gharper@sealbeachca.gov  
**Cc:** Jill Ingram  
**Subject:** Public Comment: Public Hearing, February 7, 2022 re: draft Housing Element

**THE ROSSMOOR COMMUNITY SERVICES DISTRICT STRONGLY OPPOSES THE USE OF THE SHOPS AT ROSSMOOR FOR HIGH-DENSITY HOUSING.**

The Rossmoor Community Services District would like to express concerns with one of the sites identified in the City of Seal Beach draft Housing Element that is being reviewed at the February 7, 2022 City Council meeting. Specifically, The Shops at Rossmoor has been identified as a possible site because of the large amount of surface parking available on the 27-acre site. The Shops at Rossmoor are in close proximity to homes in Rossmoor. The residents along the Montecito corridor are already negatively impacted by the multi-family housing units in the City of Seal Beach that are adjacent to The Shops at Rossmoor and across the street from Rossmoor homes. The issues of traffic, density, and parking have been a long-standing problem that impacts Rossmoor residents, their quality of life, and home values. The Rossmoor Community Services District is very frustrated with the City of Seal Beach and ownership of The Shops at Rossmoor. There is a lack of empathy regarding the parking issues created by Seal Beach residents that overflow onto Rossmoor residential streets due to the lack of available parking in their buildings.

The draft Housing Element identifies the potential for 400 units on 10 acres at The Shops at Rossmoor. On behalf of the Rossmoor Community Services District Board of Directors and residents, **WE STRONGLY OPPOSE THE USE OF THIS SITE FOR HIGH-DENSITY HOUSING.**

Sincerely,

Joe R. Mendoza  
General Manager