ROSSMOOR

COMMUNITY SERVICES DISTRICT



Regular Meeting of the Board

Agenda Package

December 10, 2013

PUBLIC COPY

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AGENDA BOARD OF DIRECTORS ROSSMOOR COMMUNITY SERVICES DISTRICT

REGULAR MEETING

RUSH PARK 3021 Blume Drive Rossmoor, California

Tuesday, December 10, 2013 7:00 p.m.

A. ORGANIZATION

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

2. ROLL CALL: Directors Casey, Coletta, Kahlert, DeMarco

President Maynard

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS

a. Lt. Rob Gunzel re: Quarterly Crime Statistics.

B. ADDITIONS TO AGENDA - None

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

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

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

C. PUBLIC FORUM

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

D. <u>REPORTS TO THE BOARD</u>-None

E. CONSENT CALENDAR

- 1. MINUTES:
 - a. Regular Board Meeting of November 12, 2013
 - b. Adjourned Regular Board Meeting of November 20, 2013

2. OCTOBER REVENUE AND EXPENDITURE REPORT.

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

F. PUBLIC HEARING-None

G. RESOLUTIONS

1. RESOLUTION No. 13-12-10-01 LIST OF OFFICIALS AUTHORIZED TO TRANSACT BUSINESS WITH THE DISTRICT'S BANKS AND OTHER FINANCIAL INSTITUTIONS.

ORDINANCES

2. ORDINANCE NO. 2013-01 ADOPTION AND REVISION OF CERTAIN BOARD POLICIES BY ORDINANCE.

H. REGULAR CALENDAR

- 1. AMENDMENT OF AGREEMENT-VALLEYCREST, INC. RE: LANDSCAPE MAINTENANCE SERVICES.
- 2. REQUEST FOR LONG-TERM USE OF RUSH PARK FACILITIES-GOND COMMUNITY CHURCH.

1. GENERAL MANAGER ITEMS

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

I. BOARD MEMBER ITEMS

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

K. <u>CLOSED SESSION</u>-None

L. <u>ADJOURNMENT</u>

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

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

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

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

CERTIFICATION OF POSTING

I hereby certify that the attached Agenda for the December 10, 2013, 7:00 p.m. Regular Meeting of the Board of Directors of the Rossmoor Community Services District was posted at least 72 hours prior to the time of the meeting.

Date Dec. 4, 2013

ATTEST:

James Ruth

General Manager

ROSSMOOR COMMUNITY SERVICES DISTRICT AGENDA ITEM A-4a.

Date: December 10, 2013

To: Honorable Board of Directors

From: General Manager

Subject: PRESENTATIONS FOR MEETING OF DECEMBER 10, 2013

RECOMMENDATION:

Receive presentations.

BACKGROUND:

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

a. Lt Robert Gunzel, O.C. Sheriff's Department re: Quarterly Crime Statistics.

ATTACHMENTS:

1. Quarterly Crime Statistics-Rossmoor.



Orange County Sheriff's Department

Rossmoor Quarterly Report 2013—3rd Quarter

2012 Crime Data

Offense	Jan'12	Feb'12	Mar'12	Apr'12	May'12	Jun'12	Jul'12	Aug'12	Sep'12	Oct'12	Nov'12	Dec'12	Total 2012
187	0	0	0	0	0	0	0	0	0	1*	0	0	1
211	0	0	0	1	0	0	0	0	0	0	0	0	1
245	0	0	0	0	0	0	0	0	0	1	0	0	1
459C	0	0	2	0	0	0	0	0	0	0	0	0	2
459R	7	4	1	1	5*	3	2	7	4*	8	0	2	44*
459V	3	3	2	0	1	1	1	0	0	3	1*	1	16*
487	0	2	2	4	3	1	5	0	0	4	0	1	22
488	3	4	2	1	4	0	6	3	1	5	2	6	37
594	4	3	4	2	4	4	2	0	1	1	0	0	25
594G	0	0	0	0	0	0	1	0	0	1	1	1	4
10851	0	1	0	0	0	0	1	2	1	0	0	1	6
Total	17	17	13	9	17	9	18	12	7	24	4	12	163

2013 Crime Data

Offense	Jan'13	Feb'13	13-Mar	Apr '13	May'13	Jun'13	Jul'13	Aug'13	Sep'13	Oct'13	Nov'13	Dec'13	Total 2013
187	0	0	0	0	0	0	0	0	0				0
211	0	0	0	0	0	0	0	0	0				0
245	0	0	0	1	0	0	0	1	0				2
459C	1	0	0	0	0	0	0	1	0				2
459R	12	3	7	4	2	0	1	1	0				30
459V	10	4	4	0	0	1	1	2*	0				22*
487	1	0	1	4	1	0	0	0	0				7
488	3	8	2	3	5	4	5	2	1				33
594	0	1	3	1	1	0	2	1	0				9
594G	0	0	0	0	3	0	0	0	0				3
10851	1	2	1	0	0	0	0	0	0			·	4

5 **Penal Code Legend**

245 = Assault w/ deadly weapon 211 = Robbery 459 = Burglary 487 = Grand Theft

488 = Petty Theft 594 = Vandalism VC 10851 = Stolen Vehicle

594G = Graffiti

18

Total 28

18

PC 459 includes burglaries from a residence, vehicles, or commercial buildings. Note:

PC 594 includes vandalism to property and PC 594G is graffiti-related vandalism.

12

*Includes Attempts

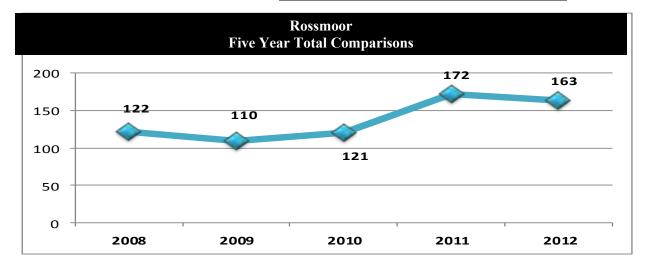


Orange County Sheriff's Department

Rossmoor Quarterly Report 2013—2nd Quarter

* includes attempts
Tracking 10851/RecStln in 2011

Type of Report	2008	2009	2010*	2011	2012
187	0	0	0	0	1*
211	1	1	3	3*	1
245	3	0	0	1	1
459C	5	2	2*	2	2
459R	26	18	30*	33	44*
459V	24	15	22	27	16*
487	21	21	12	22	22
488	20	39	37*	50	37
594	19	9	7	26	25
594G	3	5	5	0	4
10851	0	0	0	6	6
RecStln	0	0	0	2	4
TOTAL	122	110	121*	172*	163*



The five-year comparisons are showing that 2011 has surpassed all previous years in total crimes. The highest crimes for the five-year comparisons are petty thefts with residential burglaries coming in with second highest incidents for Rossmoor.

2013 will be added to the graph at the end of the year to show the total crime comparisons for Rossmoor.



Orange County Sheriff's Department

Rossmoor Quarterly Report 2013—3rd Quarter

Monthly Summary of Crimes

July 2013

- There was one residential burglary (PC 459R) on Salmon Drive. Suspect climbed through an unlocked kitchen window. Loss of two ipads and a Playstation.
- There was one vehicle burglary (PC 459V) on Kensington Road. Suspect punched the driver side door lock.
 Loss of third row seats.
- There were five petty thefts (PC 488):
 - Foster Road, a sign was taken from the front lawn.
 - Los Alamitos Boulevard, an unlocked mountain bike was taken from the front of Sportsmans Bar.
 - Chianti Drive, a GPS was taken from an unlocked vehicle.
 - St. Albans Drive, a purse, camera, jewelry, makeup, and miscellaneous other items were taken from an unlocked vehicle.
 - On St. Albans Drive, a backpack and wallet were taken from an unsecured vehicle (open window).
- Two acts of vandalism (PC 594):
 - Tigertail Drive, an egg was thrown through the window of a residence.
 - Loch Lomond Drive, a rock was thrown through a vehicle window.

August 2013

- There was one assault with a deadly weapon (PC 245) at the corner of Bradbury and Weatherby at the condo complex involving parking issues. A shot was fired into the rear window of a tow truck.
- There was one commercial burglary (PC 459C) at the Fish Company. Suspect climbed the ladder to the roof-top and cut plywood from the roof to gain access.
- There was one attempted residential burglary (PC 664/459R) on Foster Road. Suspect entered backyard and pried open the living room door. The alarm sounded, and the suspect fled. No loss.
- There was one attempted vehicle burglary (PC 664/459V) on Druid Lane, suspects were walking down the street to check if any car doors were left unlocked. Victim's home security cameras had caught the incident.
- There was one vehicle burglary (PC 459V) at the Fish Company parking lot. Suspect smashed the rear window and took a backpack and miscellaneous papers.
- There were two petty thefts (PC488):
 - A "For Sale" sign was taken from the corner of Piedmont and Foster Road.
 - Davenport Road, a GPS was taken from an unlocked vehicle.
- There was one act of vandalism (PC 594) on Woodstock Road, a vehicle was towed for parking on the street
 for over 72 hours. When the victim picked up the car, he noticed that there were dents and scratches that were
 not there before the towing incident.

September 2013

 There was one petty theft (PC 488) on the corner of Wallingsford and Hedwig, "For Sale" signs were taken.

ROSSMOOR COMMUNITY SERVICES DISTRICT AGENDA ITEM E-1a.

Date: December 10, 2013

To: Honorable Board of Directors

From: General Manager

Subject: MINUTES: REGULAR MEETING OF NOVEMBER 12, 2013

RECOMMENDATION:

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

BACKGROUND:

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

ATTACHMENTS:

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



MINUTES BOARD OF DIRECTORS ROSSMOOR COMMUNITY SERVICES DISTRICT

REGULAR MEETING

RUSH PARK 3021 Blume Drive Rossmoor, California

Tuesday, November 12, 2013

A. ORGANIZATION

1. CALL TO ORDER: 7:02 P.M.

2. ROLL CALL: Directors Coletta, Casey, DeMarco, Kahlert President Maynard had an excused absence

- 3. PLEDGE OF ALLEGIANCE
- **4. PRESENTATIONS:**

Los Alamitos Girls Softball League (LAGSL) was honored for their championship win earlier this year. The LAGSL Coach thanked the RCSD Board for the recognition and congratulated his team. Director Kahlert awarded the team members with certificates. Photos were taken.

B. ADDITIONS TO AGENDA-None

C. PUBLIC FORUM:

State Assemblyman Allan Mansoor representing the 74th Assembly District introduced himself to the Board and gave them a brief update on the I-405 Toll Lane situation. He stated that the item was continued by the Orange County Transportation Authority (OCTA) until December 9, 2013. He added that his office has been strongly opposing the toll lanes, has a website up and is trying to get the word out to stop the I-405 toll lanes. He added that he also has a Facebook page and encouraged members of the public to get involved. He concluded by saying that his office had delivered over 1600 petitions to try and stop the toll lanes, would keep up the effort, his door was always open and he would assist his constituents in any way he could.

D. REPORTS TO THE BOARD-None

E. CONSENT CALENDAR

Recommendation to approve the items on the Consent Calendar as submitted.

1a. MINUTES REGULAR BOARD MEETING—October 8, 2013

1b. MINUTES SPECIAL BOARD MEETING—November 5, 2013

- 2. REVENUE AND EXPENDITURE REPORT—September 2013
- 3. QUARTERLY STATUS REPORT
- 4. QUARTERLY RECREATION REPORT
- 5. QUARTERLY TREE REPORT

Motion by Director Coletta, seconded by Director Casey to approve the items on the Consent Calendar as submitted. The Consent Calendar was unanimously approved as submitted, 4-0.

F. PUBLIC HEARING-None

G. RESOLUTIONS:

1. RESOLUTION NO 13-11-12-01 REJECTION OF GOVERNMENT CLAIM

Recommendation to approve Resolution No. 13-11-12-01 by reading the title only and waiving further reading as follows:

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT REJECTION OF CLAIM.

Motion by Director Coletta, seconded by Director DeMarco to approve Resolution No. 13-11-12-01. Motion passed 5-0.

H. REGULAR CALENDAR:

1. SECOND READING OF PROPOSED AMENDMENTS TO POLICY NO. 3080 PARKWAY AND ROSSMOOR MEDIAN TREE MAINTENANCE.

Recommendation to give second reading to proposed amendments to Policy No. 3080 Rossmoor Parkway and Median Tree Maintenance.

Brief Discussion ensued. Motion by Director Coletta, seconded by Director Casey to give second reading to proposed amendments to Policy No. 3080 Rossmoor Parkway and Median Tree Maintenance. Motion passed 4-0.

I. GENERAL MANAGER ITEMS—None

The General Manager had an excused absence.

J. BOARD MEMBER ITEMS

Director Casey briefed the Board and community regarding the status of the I-405 Toll Roads

debate. He provided a brief overview of the three alternatives still being considered, reiterating the fact the majority were still in favor of Alternative 1 and opposed to toll roads. He reported on the two meetings he had attended recently regarding this ongoing subject matter. Finally, he announced that a final hearing would be held on Monday, December 9, 2013 at the OCTA Headquarters located at 600 S. Main Street in the City of Orange.

Director DeMarco thanked Director Casey for his tremendous dedication towards the I-405 Toll Road issue. He stated that he sincerely appreciated Director Casey's efforts in updating and providing clarification to the Board and the community on the increasingly dynamic and confusing Toll Road issue. He added that now was the time to mobilize. Implementation of the toll lanes will result in a cost to commuters of approximately \$100 per week. He encouraged the community to act by getting involved and expressing their discontent about the toll roads option.

Director Kahlert thanked resident volunteer Don Broun for his many generous years of service as a volunteer to the RCSD. Director Kahlert highlighted Mr. Broun's accomplishments and contributions toward the successful production of the monthly board meetings. On behalf of the District he wished Don Broun a Happy 70th Birthday and presented him with a signed birthday card from the Board and staff. Everyone was invited to celebrate with cupcakes after the meeting. Director Kahlert also reminded the community that the Thanksgiving holiday was on the horizon resulting in many students being out on break, returning home from colleges and traveling to visit family, so to please be aware of the extra activity and exercise safety and caution during that week.

K. CLOSED SESSION—None

L. ADJOURNMENT:

Director Kahlert stated that the Board would now adjourn to an adjourned regular meeting to be held November 20, 2013 at 5:00 p.m. in the West Room at Rush Park, 3021 Blume Drive, Rossmoor, for the purpose of conducting a closed session pursuant to Government Code sections 54957.6 (Conference with Labor Negotiators; District Representatives: Michael Maynard and Alfred Coletta; Unrepresented Employee: Prospective District General Manager) and 54957 (Public Employee Appointment; Title: District General Manager). An open session to be held at the Kitchen at Rush Park, 3001 Blume Drive will immediately follow the closed session.

Motion by Director Casey, seconded by Director DeMarco to adjourn the regular meeting at 7:22 p.m. until November 20, 2013 as stated above. Motion passed 4-0.

SUBMITTED BY:

Henry Taboada Interim General Manager

ROSSMOOR COMMUNITY SERVICES DISTRICT AGENDA ITEM E-1b.

Date: December 10, 2013

To: Honorable Board of Directors

From: General Manager

Subject: MINUTES: ADJOURNED REGULAR MEETING OF

NOVEMBER 20, 2013

RECOMMENDATION:

Approve the Minutes of the Adjourned Regular Meeting of November 20, 2013 as prepared by the Board's Secretary/General Manager.

BACKGROUND:

The report reflects the actions of the Board at their Adjourned Regular Meeting of November 20, 2013 as recorded by the Board's Secretary/General Manager.

ATTACHMENTS:

1. Minutes-Adjourned Regular Meeting of November 20, 2013 Prepared by the Board's Secretary/General Manager.



MINUTES BOARD OF DIRECTORS ROSSMOOR COMMUNITY SERVICES DISTRICT

ADJOURNED REGULAR MEETING

Rush Park 3001 Rush Park Kitchen Rossmoor, California

Tuesday, November 20, 2013 5:00 P.M.

A. ORGANIZATION

1. CALL TO ORDER: 5:05 P.M.

2. ROLL CALL: Directors Casey, Coletta, DeMarco

President Maynard

3. PLEDGE OF ALLEGIANCE

B. PUBLIC COMMENT

President Maynard called the meeting to order at 5:05 p.m. Roll call was taken with four members present.

President Maynard asked for public comment on the Closed Session Agenda. No public was present at the meeting.

C. PUBLIC ANNOUNCEMENT IN OPEN SESSION OF ITEMS TO BE DISCUSSED IN CLOSED SESSION AS FOLLOWS:

1. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 94957.6 Unrepresented Employee: General Manager

2. PUBLIC EMPLOYEE APPOINTMENT

Pursuant to Government Code Section 94957

Title: General Manager

At 5:15 p.m. the Board adjourned to closed session on Items C-1 and C-2.

D. RECESSED INTO CLOSED SESSION AT 5:15 P.M.

Director Kahlert joined the meeting at 5:17 p.m.

E. RECONVENE INTO OPEN SESSION

1. CLOSED SESSION ANNOUNCEMENT

At 5:45 p.m. the Board reconvened in open session. General Counsel reported the following reportable action:

In closed session, the Board reviewed the Employment Agreement for the General Manager signed by the applicant and on a motion by Director Kahlert seconded by Director Casey to appoint James D. Ruth to the position of General Manager consistent with the terms of the Employment Agreement.

G. OPEN SESSION AGENDA

1. Appointment of District General Manager and Approval of Employment Contract for District General Manager.

A motion was made by Director DeMarco and seconded by Director Coletta to appoint Mr. James D. Ruth to the position of District General Manager and to approve the Employment Contract for District General Manager. The motion passed 5-0.

H. ADJOURNMENT

At 6::00 p.m. a motion was made to adjourn by Director Coletta, seconded by Director Kahlert. The motion passed 5-0.

SUBMITTED BY:

Henry Taboada Interim General Manager

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM E-2

Date December 10, 2013

To: Honorable Board of Directors

From: General Manager

Subject: REVENUE & EXPENDITURE REPORT -OCTOBER, 2013

RECOMMENDATION:

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

BACKGROUND:

The Revenue & Expenditure Report is submitted on a monthly basis as an indication of the District's unaudited year-to-date revenues and expenses. Where appropriate, footnotes provide information which explains current anomalies.

ATTACHMENTS:

1. Revenue & Expenditure Report for the month of October, 2013.

REVENUE / EXPENDITURE SUMMARY REPORT FUND 10 - GENERAL FUND October 2013 @ 33.34%

		Amended			Unenc.	%
	Original Budget	Budget	YTD Actual	Current Month	Balance	Budget
Revenues						
PROPERTY TAXES	712,540.00	712,540.00	26,396.27	3,423.08	686,143.73	3.7
STREET LIGHT ASSESSMENTS	249,000.00	249,000.00	9,213.21	1,194.78	239,786.79	3.7
USE OF MONEY AND PROPERTY	2,100.00	2,100.00	0.00	0.00	2,100.00	0.0
OTHER GOVERNMENT AGENCIES	57,800.00	57,800.00	0.00	0.00	57,800.00	0.0
FEES AND SERVICES	120,000.00	122,000.00	49,251.25	14,001.00	72,748.75	40.4
OTHER REVENUE	23,000.00	23,000.00	6,769.66	566.26	16,230.34	
Total Revenues	1,164,440.00	1,166,440.00	91,630.39	19,185.12	1,074,809.61	7.9
Expenditures						
ADMINISTRATION 1, 2, 3	316,375.00	316,375.00	124,404.93	38,348.00	191,970.07	39.3
RECREATION 2	115,300.00	115,300.00	43,598.78	10,028.90	71,701.22	37.8
ROSSMOOR PARK 2, 4	176,815.00	176,815.00	64,600.83	18,493.77	112,214.17	36.5
MONTECITO CENTER 2, 4	69,020.00	69,020.00	24,484.24	6,763.10	44,535.76	35.5
RUSH PARK 2, 4	200,391.00	200,391.00	72,932.01	24,750.82	127,458.99	36.4
STREET LIGHTING	107,480.00	107,480.00	17,567.07	8,768.88	89,912.93	16.3
ROSSMOOR WALL	2,600.00	2,600.00	2,000.00	0.00	600.00	76.9
STREET SWEEPING	52,600.00	52,600.00	13,515.61	4,511.12	39,084.39	25.7
PARKWAY TREES 4	108,450.00	108,450.00	74,378.55	47,421.75	34,071.45	68.6
MINI-PARKS, MEDIANS & TRIANGLE 5	15,045.00	15,045.00	5,972.48	2,529.50	9,072.52	39.7
Expenditures	1,164,076.00	1,164,076.00	443,454.50	161,615.84	720,621.50	38.1

Audited Fund Balance at June 30, 2013

\$ 827,014.00

REVENUE REPORT October 2012 @ 33.34%

Page: **9**-12/2/2013 4:14 pm

r the Period: 7/1/2013 to 10/31/2013	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Buc
Fund: 10 - GENERAL FUND venues Dept: 00							
PROPERTY TAXES	712,540.00	712,540.00	26,396.27	3,423.08	0.00	686,143.73	3.
ASSESSMENTS	249,000.00	249,000.00	9,213.21	1,194.78	0.00	239,786.79	3
USE OF MONEY AND PROPERTY	2,100.00	2,100.00	0.00	0.00	0.00	2,100.00	0.
OTHER GOVERNMENT AGENCIES	57,800.00	57,800.00	0.00	0.00	0.00	57,800.00	0.
FEES AND SERVICES	122,000.00	122,000.00	49,251.25	14,001.00	0.00	72,748.75	40
OTHER REVENUE	23,000.00	23,000.00	6,769.66	566.26	0.00	16,230.34	29.
Dept: 00	1,166,440.00	1,166,440.00	91,630.39	19,185.12	0.00	1,074,809.61	7.
enues	1,166,440.00	1,166,440.00	91,630.39	19,185.12	0.00	1,074,809.61	7.
Grand Total Net Effect:	1,166,440.00	1,166,440.00	91,630.39	19,185.12	0.00	1,074,809.61	—

noor Community							15 pn
e Period: 7/1/2013 to 10/31/2013 d: 10 - GENERAL FUND	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal 9	% Bu
ditures Dept: 10 ADMINISTRATION							
SALARIES AND BENEFITS 1,2	167,775.00	167,775.00	57,338.97	13,826.48	0.00	110,436.03	34.
OPERATIONS AND MAINTENANCE	62,100.00	62,100.00	26,655.47	3,356.65	0.00	35,444.53	42
CONTRACT SERVICES 3	80,500.00	80,500.00	40,410.49	21,164.87	0.00	40,089.51	50
CAPITAL EXPENDITURES	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0
ADMINISTRATION Dept: 20 RECREATION	316,375.00	316,375.00	124,404.93	38,348.00	0.00	191,970.07	39
SALARIES AND BENEFITS 2	84,300.00	84,300.00	31,374.15	9,194.33	0.00	52,925.85	37
OPERATIONS AND MAINTENANCE	25,500.00	25,500.00	10,956.27	423.29	0.00	14,543.73	43
CONTRACT SERVICES	3,500.00	3,500.00	1,268.36	411.28	0.00	2,231.64	36
CAPITAL EXPENDITURES	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	C
RECREATION Dept: 30 ROSSMOOR PARK	115,300.00	115,300.00	43,598.78	10,028.90	0.00	71,701.22	37
SALARIES AND BENEFITS 2	62,850.00	62,850.00	19,583.21	5,123.57	0.00	43,266.79	31
OPERATIONS AND MAINTENANCE	71,065.00	71,065.00	32,212.37	9,622.18	0.00	38,852.63	45
CONTRACT SERVICES 4	42,400.00	42,400.00	12,805.25	3,748.02	0.00	29,594.75	30
CAPITAL EXPENDITURES	500.00	500.00	0.00	0.00	0.00	500.00	(
ROSSMOOR PARK Dept: 40 MONTECITO CENTER	176,815.00	176,815.00	64,600.83	18,493.77	0.00	112,214.17	3(
SALARIES AND BENEFITS 2	44,185.00	44,185.00	15,441.88	3,525.19	0.00	28,743.12	3
OPERATIONS AND MAINTENANCE	17,435.00	17,435.00	5,677.11	1,849.89	0.00	11,757.89	3:
CONTRACT SERVICES 4	7,100.00	7,100.00	3,365.25	1,388.02	0.00	3,734.75	4
CAPITAL EXPENDITURES	300.00	300.00	0.00	0.00	0.00	300.00	
MONTECITO CENTER Dept: 50 RUSH PARK	69,020.00	69,020.00	24,484.24	6,763.10	0.00	44,535.76	3
SALARIES AND BENEFITS 2	64,225.00	64,225.00	21,090.50	5,629.63	0.00	43,134.50	3
OPERATIONS AND MAINTENANCE	93,266.00	93,266.00	39,036.26	15,373.17	0.00	54,229.74	4
CONTRACT SERVICES 4	42,400.00	42,400.00	12,805.25	3,748.02	0.00	29,594.75	3
CAPITAL EXPENDITURES	500.00	500.00	0.00	0.00	0.00	500.00	
RUSH PARK	200,391.00	200,391.00	72,932.01	24,750.82	0.00	127,458.99	3

the Period: 7/1/2013 to 10/31/2013	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal %	6 Bu
enditures							
Dept: 60 STREET LIGHTING							
OPERATIONS AND MAINTENANCE	480.00	480.00	180.55	75.62	0.00	299.45	37.
CONTRACT SERVICES	107,000.00	107,000.00	17,386.52	8,693.26	0.00	89,613.48	16.
STREET LIGHTING	107,480.00	107,480.00	17,567.07	8,768.88	0.00	89,912.93	16.
Dept: 65 ROSSMOOR WALL							
OPERATIONS AND MAINTENANCE	2,600.00	2,600.00	2,000.00	0.00	0.00	600.00	76
ROSSMOOR WALL	2,600.00	2,600.00	2,000.00	0.00	0.00	600.00	76
Dept: 70 STREET SWEEPING					v		
OPERATIONS AND MAINTENANCE	600.00	600.00	180.55	75.62	0.00	419.45	30
CONTRACT SERVICES	52,000.00	52,000.00	13,335.06	4,435.50	0.00	38,664.94	25
STREET SWEEPING	52,600.00	52,600.00	13,515.61	4,511.12	0.00	39,084.39	2
Dept: 80 PARKWAY TREES							
SALARIES AND BENEFITS	17,450.00	17,450.00	6,159.36	1,502.48	0.00	11,290.64	35
OPERATIONS AND MAINTENANCE	2,000.00	2,000.00	279.61	240.63	0.00	1,720.39	14
CONTRACT SERVICES 4	71,000.00	71,000.00	63,797.43	45,678.64	0.00	7,202.57	8
CAPITAL EXPENDITURES	18,000.00	18,000.00	4,142.15	0.00	0.00	13,857.85	2
PARKWAY TREES	108,450.00	108,450.00	74,378.55	47,421.75	0.00	34,071.45	6
Dept: 90 MINI-PARKS AND MEDIANS							
SALARIES AND BENEFITS	1,520.00	1,520.00	336.84	76.49	0.00	1,183.16	2
OPERATIONS AND MAINTENANCE 5	9,250.00	9,250.00	4,116.17	1,914.63	0.00	5,133.83	4
CONTRACT SERVICES	4,175.00	4,175.00	1,519.47	538.38	0.00	2,655.53	3
CAPITAL EXPENDITURES	100.00	100.00	0.00	0.00	0.00	100.00	
MINI-PARKS AND MEDIANS	15,045.00	15,045.00	5,972.48	2,529.50	0.00	9,072.52	3
penditures	1,164,076.00	1,164,076.00	443,454.50	161,615.84	0.00	720,621.50	3
						-720,621.50	

Rossmoor Community						4:	01 pm
For the Period: 7/1/2013 to 10/31/2013	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal ^c	% Bud
Fund: 10 - GENERAL FUND Revenues							
Dept: 00							
Acct Class: 30 PROPERTY TAXES		055 000 00	0.00	0.00	0.00	655.000.00	0.0
3000 Current Secured Property Taxes	655,000.00 25,200.00	655,000.00 25,200.00	0.00 16,901.95	0.00 0.00	0.00	8,298.05	67.1
3001 Current unsecured prop tax	13,250.00	13,250.00	3,983.70	1,086.39	0.00	9,266.30	30.1
3002 Prior secured property taxes	440.00	440.00	0.00	0.00	0.00	440.00	0.0
3003 Prior unsecured prop taxes 3004 Delinquent property taxes	950.00	950.00	0.00	0.00	0.00	950.00	0.0
3010 Current supplemental assessmt	6,100.00	6,100.00	5,510.62	2,336.69	0.00	589.38	90.3
3020 Public utility tax	11,600.00	11,600.00	0.00	0.00	0.00	11,600.00	0.0
PROPERTY TAXES	712,540.00	712,540.00	26,396.27	3,423.08	0.00	686,143.73	3.7
Acct Class: 31 ASSESSMENTS 3105 Street light assessments	249,000.00	249,000.00	9,213.21	1,194.78	0.00	239,786.79	3.7
ASSESSMENTS	249,000.00	249,000.00	9,213.21	1,194.78	0.00	239,786.79	3.7
Acct Class: 32 USE OF MONEY AND PROPERTY 3200 Interest on investments	2,100.00	2,100.00	0.00	0.00	0.00	2,100.00	0.0
	2,100.00	2.100.00	0.00	0.00	0.00	2,100.00	0.0
USE OF MONEY AND PROPERTY Acct Class: 33 OTHER GOVERNMENT AGENCIES	2,100.00	2,100.00	5.00	0.00	0.00	_,	2.0
3301 State homeowner proptax relief	5,800.00	5,800.00	0.00	0.00	0.00	5,800.00	0.0
3305 County street sweep reimburse	52,000.00	52,000.00	0.00	0.00	0.00	52,000.00	0.0
OTHER GOVERNMENT AGENCIES	57,800.00	57,800.00	0.00	0.00	0.00	57,800.00	0.0
Acct Class: 34 FEES AND SERVICES							07.0
3404 Court reservations	12,500.00	12,500.00	4,720.75	1,736.50	0.00	7,779.25	37.8
3405 Wall Rental	500.00	500.00	140.00	100.00	0.00	360.00	28.0
3406 Ball field reservations	22,000.00	22,000.00	10,979.50	619.00	0.00	11,020.50 3,102.00	49.9 31.1
3410 Rossmoor building rental	4,500.00	4,500.00	1,398.00 9,250.00	640.00 2,630.50	0.00 0.00	13,250.00	41.1
3412 Montecito building rental 3414 Rush Park Building Rental	22,500.00 60,000.00	22,500.00 60,000.00	22,763.00	8,275.00	0.00	37,237.00	37.9
FEES AND SERVICES	122,000.00	122,000.00	49,251.25	14,001.00	0.00	72,748.75	40.4
Acct Class: 35 OTHER REVENUE							
3415 Tot Lot Tile Rev/Exp	0.00	0.00	5,051.56	370.00	0.00	-5,051.56	0.0
3500 Other miscellaneous revenue	3,000.00	3,000.00	1,718.10	196.26	0.00	1,281.90	57.3
3502 Administrative Fee	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
OTHER REVENUE	23,000.00	23,000.00	6,769.66	566.26	0.00	16,230.34	29.4
Dept: 00	1,166,440.00	1,166,440.00	91,630.39	19,185.12	0.00	1,074,809.61	7.9
Revenues	1,166,440.00	1,166,440.00	91,630.39	19,185.12	0.00	1,074,809.61	7.9
Expenditures							
Dept: 10 ADMINISTRATION							
Acct Class: 40 SALARIES AND BENEFITS	8,500.00	8,500.00	5,500.00	1,150.00	0.00	3,000.00	64.7
4000 Board of Directors Compensatn	115,875.00	115,875.00	38,534.33	8,669.29	0.00	77,340.67	
4001 Salaries - Full-time 4003 Salaries - Overtime	1,650.00	1,650.00	1,585.41	319.50	0.00	64.59	
4007 Vehicle Allowance	750.00	750.00	66.29	66.29	0.00	683.71	
4010 Workers Compensation Insurance	4,500.00	4,500.00	902.70	361.08	0.00	3,597.30	
4011 Medical Insurance	27,500.00	27,500.00	7,696.62	2,565.54	0.00	19,803.38	28.0
4015 Federal Payroll Tax -FICA	8,000.00	8,000.00	3,048.10	689.26	0.00	4,951.90	38.1
4018 State Payroll Taxes	1,000.00	1,000.00	5.52	5.52	0.00	994.48	0.6
SALARIES AND BENEFITS	167,775.00	167,775.00	57,338.97	13,826.48	0.00	110,436.03	34.2
Acct Class: 50 OPERATIONS AND MAINTENANCE	10 500 50	40 500 00	40,000 50	0.00	0.00	4 444 50	. 04 /
5002 Insurance - Liability	13,500.00		12,388.50	0.00	0.00	1,111.50	
5004 Memberships and Dues	6,400.00		2,643.97	207.19 69.33	0.00 0.00	3,756.03 1,812.69	
5006 Travel & Meetings	2,000.00	2,000.00	187.31	69.33	0.00	1,012.09	3.4

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Rossmoor Community							
For the Period: 7/1/2013 to 10/31/2013	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Expenditures							
Dept: 10 ADMINISTRATION Acct Class: 50 OPERATIONS AND MAINTENANCE							
5007 Televised Meeting Costs	16,800.00	16,800.00	5,234.00	0.00	0.00	11,566.00	31.2
5010 Publications & Legal Notices	4,000.00	4,000.00	2,583.01	1,230.26	0.00	1,416.99	64.6
5012 Printing	1,200.00	1,200.00	254.17	0.00	0.00	945.83	21.2
5014 Postage	3,000.00	3,000.00	36.64	36.64	0.00	2,963.36	1.2
5016 Office Supplies	7,200.00	7,200.00	1,843.19	939.26	0.00	5,356.81	25.6
5020 Telephone	1,500.00	1,500.00	-194.75	226.87	0.00	1,694.75	-13.0
5045 Miscellaneous Expenditures	5,500.00	5,500.00	930.96	143.31	0.00	4,569.04	16.9
5046 Bank Service Charge	1,000.00	1,000.00	306.87	62.19	0.00	693.13	30.7
5047 Tot Lot Expenses	0.00	0.00	441.60	441.60	0.00	-441.60	0.0
OPERATIONS AND MAINTENANCE	62,100.00	62,100.00	26,655.47	3,356.65	0.00	35,444.53	42.9
Acct Class: 56 CONTRACT SERVICES							
5610 Legal Counsel	30,000.00	30,000.00	10,393.66	6,231.16	0.00	19,606.34	34.6
5615 Financial Audit-Consulting	8,500.00	8,500.00	8,500.00	8,500.00	0.00	0.00	
5670 Other Professional Services	42,000.00	42,000.00	21,516.83	6,433.71	0.00	20,483.17	51.2
CONTRACT SERVICES	80,500.00	80,500.00	40,410.49	21,164.87	0.00	40,089.51	50.2
Acct Class: 60 CAPITAL EXPENDITURES	0.000.00	0.000.00	0.00	0.00	0.00	6.000.00	0.0
6010 Equipment	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
CAPITAL EXPENDITURES	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
ADMINISTRATION	316,375.00	316,375.00	124,404.93	38,348.00	0.00	191,970.07	39.3
Dept: 20 RECREATION							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	44,800.00	44,800.00	16,895.51	4,405.80	0.00	27,904.49	
4002 Salaries - Part-time	22,000.00	22,000.00	8,396.89	3,029.20	0.00	13,603.11	38.2
4003 Salaries - Overtime (2)	2,000.00	2,000.00	1,576.02	330.97	0.00	423.98	
4005 Salaries - Event Attendant	200.00	200.00	12.00	6.00	0.00	188.00 483.05	
4007 Vehicle Allowance	500.00	500.00	16.95	0.00	0.00	1,435.10	
4010 Workers Compensation Insurance	1,800.00	1,800.00	364.90	145.96 652.35	0.00 0.00	5,042.95	
4011 Medical Insurance	7,000.00	7,000.00	1,957.05 2,073.96	612.73	0.00	2,926.04	
4015 Federal Payroll Tax -FICA	5,000.00			11.32	0.00	919.13	
4018 State Payroll Taxes	1,000.00	1,000.00	80.87	11.32	0.00	913.13	
SALARIES AND BENEFITS	84,300.00	84,300.00	31,374.15	9,194.33	0.00	52,925.85	37.
Acct Class: 50 OPERATIONS AND MAINTENANCE	E00.00	500.00	-117.98	0.00	0.00	617.98	-23.
5006 Travel & Meetings	500.00		0.00	0.00	0.00	200.00	
5010 Publications & Legal Notices	200.00 500.00		9.01	0.00	0.00	490.99	
5012 Printing	300.00		0.00	0.00	0.00	300.00	
5014 Postage	1,000.00		505.84	196.42	0.00	494.16	
5016 Office Supplies	14.000.00		3,871.48	0.00	0.00	10,128.52	
5017 Community Events 5019 Fireworks	6,200.00	•	6,200.00	0.00	0.00	0.00	
5020 Telephone	1,800.00		487.92	226.87	0.00	1,312.08	
5045 Miscellaneous Expenditures	500.00		0.00	0.00	0.00	500.00	
5051 Equipment Rental	500.00		0.00	0.00	0.00	500.00	0.
OPERATIONS AND MAINTENANCE	25,500.00	25,500.00	10,956.27	423.29	0.00	14,543.73	3 43.
Acct Class: 56 CONTRACT SERVICES							
5670 Other Professional Services	3,500.00	3,500.00	1,268.36	411.28	0.00	2,231.64	36.
CONTRACT SERVICES	3,500.00	3,500.00	1,268.36	411.28	0.00	2,231.64	36
Acct Class: 60 CAPITAL EXPENDITURES	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.
6010 Equipment		· · · · · · · · · · · · · · · · · · ·					
CAPITAL EXPENDITURES	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0 0

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or the Period: 7/1/2013 to 10/31/2013	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal ⁴	% Bu
Fund: 10 - GENERAL FUND							
xpenditures							
RECREATION	115,300.00	115,300.00	43,598.78	10,028.90	0.00	71,701.22	37.
Dept: 30 ROSSMOOR PARK							
Acct Class: 40 SALARIES AND BENEFITS	00 500 00	00 500 00	11 404 04	2 692 67	0.00	22,095.06	34
001 Salaries - Full-time	33,500.00	33,500.00	11,404.94 2,923.17	2,682.67 867.07	0.00	7,376.83	28
002 Salaries - Part-time	10,300.00 1,450.00	10,300.00 1,450.00	2,923.17 760.41	112.41	0.00	689.59	52
003 Salaries - Overtime (2)	500.00	500.00	26.40	13.20	0.00	473.60	5
005 Salaries - Event Attendant	4,500.00	4,500.00	902.70	361.08	0.00	3,597.30	20
010 Workers Compensation Insurance 011 Medical Insurance	8,700.00	8,700.00	2,417.52	805.84	0.00	6,282.48	2
011 Medical Insurance 015 Federal Payroll Tax -FICA	3,300.00	3,300.00	1,146.85	280.70	0.00	2,153.15	3
018 State Payroll Taxes	600.00	600.00	1.22	0.60	0.00	598.78	(
SALARIES AND BENEFITS	62,850.00	62,850.00	19,583.21	5,123.57	0.00	43,266.79	31
Acct Class: 50 OPERATIONS AND MAINTENANCE							
010 Publications & Legal Notices	300.00	300.00	0.00	0.00	0.00	300.00	(
012 Printing	300.00	300.00	4.50	0.00	0.00	295.50	
014 Postage	100.00	100.00	0.00	0.00	0.00	100.00	4
016 Office Supplies	700.00	700.00	327.54	103.20	0.00 0.00	372.46 1,642.47	5
018 Janitorial Supplies	3,500.00	3,500.00	1,857.53 500.14	0.00 226.87	0.00	1.099.86	3
020 Telephone	1,600.00	1,600.00 43,000.00	24,752.95	7,041.92	0.00	18,247.05	5
022 Utilities	43,000.00 815.00	43,000.00 815.00	426.45	426.45	0.00	388.55	5
025 Sewer Tax	1,500.00	1,500.00	180.65	65.23	0.00	1.319.35	1
030 Vehicle Maintenance	17,000.00	17,000.00	3,732.31	1,632.51	0.00	13,267.69	2
032 Building & Grounds-Maintenance 034 Alarm Systems	750.00	750.00	295.13	94.50	0.00	454.87	(
045 Miscellaneous Expenditures	500.00	500.00	135.17	31.50	0.00	364.83	2
051 Equipment Rental	500.00	500.00	0.00	0.00	0.00	500.00	
6052 Minor Facility Repairs	500.00	500.00	0.00	0.00	0.00	500.00	
OPERATIONS AND MAINTENANCE	71,065.00	71,065.00	32,212.37	9,622.18	0.00	38,852.63	4
Acct Class: 56 CONTRACT SERVICES		22 222 22	40.000.00	0.655.00	0.00	27,380.00	2
6655 Landscape Maintenance	38,000.00	38,000.00	10,620.00 963.06	2,655.00 703.74	0.00 0.00	36.94	9
656 Tree Trimming	1,000.00	1,000.00	1,222.19	389.28	0.00	2,177.81	
670 Other Professional Services	3,400.00	3,400.00	1,222.19				
CONTRACT SERVICES	42,400.00	42,400.00	12,805.25	3,748.02	0.00	29,594.75	
Acct Class: 60 CAPITAL EXPENDITURES 6010 Equipment	500.00	500.00	0.00	0.00	0.00	500.00	
CAPITAL EXPENDITURES	500.00	500.00	0.00	0.00	0.00	500.00	
ROSSMOOR PARK	176,815.00	176,815.00	64,600.83	18,493.77	0.00	112,214.17	
Dept: 40 MONTECITO CENTER							
Acct Class: 40 SALARIES AND BENEFITS							
001 Salaries - Full-time	27,800.00		9,609.37	2,243.33	0.00	18,190.63	
002 Salaries - Part-time	2,100.00	,	1,677.47	117.15	0.00	422.53 243.86	
1003 Salaries - Overtime 2	785.00		541.14 726.00	33.14 290.40	0.00 0.00	2,874.00	
1010 Workers Compensation Insurance	3,600.00		1,957.05	652.35	0.00	5,142.95	
1011 Medical Insurance	7,100.00 2,250.00		926.21	186.50	0.00	1,323.79	
4015 Federal Payroll Tax -FICA	2,250.00 550.00		4.64	2.32		545.36	
4018 State Payroll Taxes							_
SALARIES AND BENEFITS	44,185.00	44,185.00	15,441.88	3,525.19	0.00	28,743.12	
Acct Class: 50 OPERATIONS AND MAINTENANCE 5010 Publications & Legal Notices	200.00	200.00	-300.00	0.00	0.00	500.00	-1
5010 Printing	150.00		4.50	0.00		145.50)
5012 Pantang 5014 Postage	150.00		0.00	0.00		150.00)
5016 Office Supplies	900.00		327.54	103.20	0.00	572.46	
5018 Janitorial Supplies	3,600.00		1,857.53	0.00		1,742.47	
5020 Telephone	1,650.00	1,650.00	500.14	226.87	0.00	1,149.86	6

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Hossmoor Community							
For the Period: 7/1/2013 to 10/31/2013	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal %	6 Bud
Fund: 10 - GENERAL FUND							
Expenditures							
Dept: 40 MONTECITO CENTER							
Acct Class: 50 OPERATIONS AND MAINTENANCE	3,500.00	3,500.00	1,403.46	607.38	0.00	2,096.54	40.1
5022 Utilities	685.00	685.00	358.13	358.13	0.00	326.87	52.3
5025 Sewer Tax	1,500.00	1,500.00	180.64	65.22	0.00	1,319.36	12.0
5030 Vehicle Maintenance		•	1,148.72	445.46	0.00	2,851.28	28.7
5032 Building & Grounds-MaIntenance	4,000.00	4,000.00				438.72	12.3
5034 Alarm Systems	500.00	500.00	61.28	12.13	0.00		
5045 Miscellaneous Expenditures	250.00	250.00	135.17	31.50	0.00	114.83	54.1
5051 Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0
5052 Minor Facility Repairs	100.00	100.00	0.00	0.00	0.00	100.00	0.0
OPERATIONS AND MAINTENANCE	17,435.00	17,435.00	5,677.11	1,849.89	0.00	11,757.89	32.6
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	3,300.00	3,300.00	1,180.00	295.00	0.00	2,120.00	35.8
5656 Tree Trimming (47)	1,000.00	1,000.00	963.06	703.74	0.00	36.94	96.3
5670 Other Professic. Services	2,800.00	2,800.00	1,222.19	389.28	0.00	1,577.81	43.6
CONTRACT SERVICES	7,100.00	7,100.00	3,365.25	1,388.02	0.00	3,734.75	47.4
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	300.00	300.00	0.00	0.00	0.00	300.00	0.0
CAPITAL EXPENDITURES	300.00	300.00	0.00	0.00	0.00	300.00	0.0
CAFITAL EXPENDITURES							
MONTECITO CENTER	69,020.00	69,020.00	24,484.24	6,763.10	0.00	44,535.76	35.5
Dept: 50 RUSH PARK							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	33,500.00	33,500.00	11,404.94	2,682.67	0.00	22,095.06	34.0
4002 Salaries - Part-time	8,200.00	8,200.00	2,934.43	870.22	0.00	5,265.57	35.8
4003 Salaries - Overtime	1,150.00	1,150.00	760.41	112.41	0.00	389.59	66.1
4005 Salaries - Event Attendant	4,000.00	4,000.00	1,416.60	511.20	0.00	2,583.40	35.4
4010 Workers Compensation Insurance	4,500.00	4,500.00	902.70	361.08	0.00	3,597.30	20.1
4011 Medical Insurance	8,700.00	8,700.00	2,417.52	805.84	0.00	6,282.48	27.8
4015 Federal Payroll Tax -FICA	3,400.00	•	1,218.94	283.89	0.00	2,181.06	35.9
4018 State Payroll Taxes	775.00	·	34.96	2.32	0.00	740.04	4.5
	64,225.00	64,225.00	21,090.50	5,629.63	0.00	43,134.50	32.8
SALARIES AND BENEFITS Acct Class: 50 OPERATIONS AND MAINTENANCE	04,223.00	04,223.00	21,000.00	0,020.00	0.00	10,101100	
5010 Publications & Legal Notices	500.00	500.00	0.00	0.00	0.00	500.00	0.0
	500.00		4.51	0.00	0.00	495.49	0.9
5012 Printing	100.00		0.00	0.00	0.00	100.00	0.0
5014 Postage	900.00		327.53	103.20	0.00	572.47	36.4
5016 Office Supplies	3,600.00		1,863.10	0.00	0.00	1,736.90	51.8
5018 Janitorial Supplies		,	500.14	226.87	0.00	1,299.86	27.8
5020 Telephone	1,800.00					27,106.70	48.9
5022 Utilities	53,000.00		25,893.30	8,111.29	0.00		
5025 Sewer Tax	3,116.00		1,632.04	1,632.04		1,483.96	52.4
5030 Vehicle Maintenance	1,500.00		180.64	65.22		1,319.36	12.0
5032 Building & Grounds-Maintenance	25,000.00	25,000.00	8,282.58	5,112.92		16,717.42	33.
5034 Alarm Systems	750.00	750.00	217.27	90.14	0.00	532.73	29.
5045 Miscellaneous Expenditures	500.00	500.00	135.15	31.49	0.00	364.85	27.
5051 Equipment Rental	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5052 Minor Facility Repairs	1,500.00		0.00	0.00	0.00	1,500.00	0.
ODERATIONS AND MAINTENANCE	93,266.00	93,266.00	39,036.26	15,373.17	0.00	54,229.74	41.
OPERATIONS AND MAINTENANCE Acct Class: 56 CONTRACT SERVICES	33,200.00	, 30,200.00	50,000.20	10,010.11	0.00	5 · j===+ · · ·	
5655 Landscape Maintenance	38,000.00	38,000.00	10,620.00	2,655.00	0.00	27,380.00	27.
5656 Tree Trimming	1,000.00		963.06	703.74		36.94	96.
5670 Other Professional Services	3,400.00		1,222.19	389.28		2,177.81	35.
CONTRACT SERVICES	42,400.00	42,400.00	12,805.25	3,748.02	0.00	29,594.75	30.
Acct Class: 60 CAPITAL EXPENDITURES	72,100.00			-,			
6010 Equipment	500.00	500.00	0.00	0.00	0.00	500.00	0.

Rossmoor Community							:01 pm
For the Period: 7/1/2013 to 10/31/2013	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND Expenditures							
Dept: 50 RUSH PARK							
CAPITAL EXPENDITURES	500.00	500.00	0.00	0.00	0.00	500.00	0.0
RUSH PARK	200,391.00	200,391.00	72,932.01	24,750.82	0.00	127,458.99	36.4
Dept: 60 STREET LIGHTING							
Acct Class: 50 OPERATIONS AND MAINTENANCE 5020 Telephone	480.00	480.00	180.55	75.62	0.00	299.45	37.6
OPERATIONS AND MAINTENANCE	480.00	480.00	180.55	75.62	0.00	299.45	37.6
Acct Class: 56 CONTRACT SERVICES 5650 Lighting and Maintenance	107,000.00	107,000.00	17,386.52	8,693.26	0.00	89,613.48	16.2
CONTRACT SERVICES	107,000.00	107,000.00	17,386.52	8,693.26	0.00	89,613.48	16.2
STREET LIGHTING	107,480.00	107,480.00	17,567.07	8,768.88	0.00	89,912.93	16.3
Dept: 65 ROSSMOOR WALL							
Acct Class: 50 OPERATIONS AND MAINTENANCE 5002 Insurance - Liability	2,500.00	2,500.00	2,000.00	0.00	0.00	500.00	80.0
5032 Building & Grounds-Maintenance	100.00	100.00	0.00	0.00	0.00	100.00	0.0
OPERATIONS AND MAINTENANCE	2,600.00	2,600.00	2,000.00	0.00	0.00	600.00	76.9
ROSSMOOR WALL	2,600.00	2,600.00	2,000.00	0.00	0.00	600.00	76.9
Dept: 70 STREET SWEEPING							
Acct Class: 50 OPERATIONS AND MAINTENANCE	500.00	500.00	180.55	75.62	0.00	319.45	36.
5020 Telephone 5030 Vehicle Maintenance	100.00		0.00	0.00	0.00	100.00	0.0
OPERATIONS AND MAINTENANCE	600.00	600.00	180.55	75.62	0.00	419.45	30.
Acct Class: 56 CONTRACT SERVICES	52,000.00	52,000.00	13,335.06	4,435.50	0.00	38,664.94	25.0
5642 Street Sweeping	32,000.00	02,000.00					
CONTRACT SERVICES	52,000.00	52,000.00	13,335.06	4,435.50	0.00	38,664.94	25.0
STREET SWEEPING	52,600.00	52,600.00	13,515.61	4,511.12	0.00	39,084.39	25.
Dept: 80 PARKWAY TREES							
Acct Class: 40 SALARIES AND BENEFITS 4002 Salaries - Part-time	15,500.00	15,500.00	5,672.00	1,403.59	0.00	9,828.00	36.
4007 Vehicle Allowance	500.00	500.00	53.45	0.00	0.00	446.55	
4010 Workers Compensation Insurance	250.00		0.00	0.00	0.00	250.00	
4015 Federal Payroll Tax -FICA	900.00 300.00		433.91 0.00	98.89 0.00	0.00 0.00	466.09 300.00	
4018 State Payroll Taxes	300.00						
SALARIES AND BENEFITS	17,450.00	17,450.00	6,159.36	1,502.48	0.00	11,290.64	35.
Acct Class: 50 OPERATIONS AND MAINTENANCE 5012 Printing	50.00	50.00	0.19	0.00	0.00	49.81	0.
5014 Postage	300.00		0.00	0.00	0.00	300.00	0.
5016 Office Supplies	200.00		85.36	17.28	0.00	114.64	42.
5020 Telephone	900.00		59.48	151.26	0.00	840.52	6
5030 Vehicle Maintenance	300.00		134.58	72.09	0.00	165.42	
5051 Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.
OPERATIONS AND MAINTENANCE	2,000.00	2,000.00	279.61	240.63	0.00	1,720.39	14.
Acct Class: 56 CONTRACT SERVICES	en non or	60,000.00	60,994.00	44,570.59	0.00	-994.00	101.
5656 Tree Trimming	60,000.00 3,700.00		0.00	0.00		3,700.00	
5660 TREE REMOVAL 5662 SMALL TREE CARE	1,300.00		347.85	0.00		952.15	
5670 Other Professional Services	6,000.00	· · · · · · · · · · · · · · · · · · ·	2,455.58	1,108.05		3,544.42	
3070 Other Fromound Octanoes	0,000.00	. 5,500,00	_,	,,			

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or the Period: 7/1/2013 to 10/31/2013	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND	Original Doc						
xpenditures							
Dept: 80 PARKWAY TREES							
CONTRACT SERVICES	71,000.00	71,000.00	63,797.43	45,678.64	0.00	7,202.57	89.9
Acct Class: 60 CAPITAL EXPENDITURES							
015 Trees	18,000.00	18,000.00	4,142.15	0.00	0.00	13,857.85	23.0
CAPITAL EXPENDITURES	18,000.00	18,000.00	4,142.15	0.00	0.00	13,857.85	23.0
PARKWAY TREES	108,450.00	108,450.00	74,378.55	47,421.75	0.00	34,071.45	68.6
Dept: 90 MINI-PARKS AND MEDIANS							
Acct Class: 40 SALARIES AND BENEFITS	800.00	800.00	257.35	54.93	0.00	542.65	32.2
1001 Salaries - Full-time	375.00	375.00	0.00	0.00	0.00	375.00	0.0
1002 Salaries - Part-time	60.00	60.00	16.44	0.45	0.00	43.56	27.4
1003 Salaries - Overtime	200.00	200.00	42.25	16.90	0.00	157.75	21.
1010 Workers Compensation Insurance 1015 Federal Payroll Tax -FICA	70.00	70.00	20.80	4.21	0.00	49.20	29.7
1018 State Payroll Taxes	15.00	15.00	0.00	0.00	0.00	15.00	0.0
SALARIES AND BENEFITS	1,520.00	1,520.00	336.84	76.49	0.00	1,183.16	22.2
Acct Class: 50 OPERATIONS AND MAINTENANCE			.== -=	75.00	0.00	004.00	oe .
5020 Telephone	500.00	500.00	175.67	75.63	0.00	324.33	35.1 41.1
5022 Utilities	7,500.00	7,500.00	3,130.00	1,839.00	0.00 0.00	4,370.00 100.00	0.0
5030 Vehicle Maintenance	100.00	100.00	0.00	0.00 0.00	0.00	-60.50	108.
5032 Building & Grounds-Maintenance	750.00	750.00	810.50 0.00	0.00	0.00	100.00	0.0
5045 Miscellaneous Expenditures	100.00	100.00	0.00	0.00	0.00	100.00	0.
5051 Equipment Rental	100.00 200.00	100.00 200.00	0.00	0.00	0.00	200.00	0.
5052 Minor Facility Repairs	200.00	200.00	0.00	0.00			
OPERATIONS AND MAINTENANCE	9,250.00	9,250.00	4,116.17	1,914.63	0.00	5,133.83	44.
Acct Class: 56 CONTRACT SERVICES	0.000.00	2 600 00	1,180.00	295.00	0.00	2,420.00	32.
5655 Landscape Maintenance	3,600.00 500.00	3,600.00 500.00	321.02	234.59	0.00	178.98	64.
5656 Tree Trimming	75.00	75.00	18.45	8.79	0.00	56.55	24.
5670 Other Professional Services	73.00	73.00	10.70				
CONTRACT SERVICES	4,175.00	4,175.00	1,519.47	538.38	0.00	2,655.53	36.
Acct Class: 60 CAPITAL EXPENDITURES 6010 Equipment	100.00	100.00	0.00	0.00	0.00	100.00	0.
CAPITAL EXPENDITURES	100.00	100.00	0.00	0.00	0.00	100.00	0.
MINI-PARKS AND MEDIANS	15,045.00	15,045.00	5,972.48	2,529.50	0.00	9,072.52	39
Expenditures	1,164,076.00	1,164,076.00	443,454.50	161,615.84	0.00	720,621.50	38
Net Effect for GENERAL FUND	2,364.00	2,364.00	-351,824.11	-142,430.72	0.00	354,188.11	14,882

REVENUE/EXPENDITURE REPORT

October 2012 @ 33.34%

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For the Period: 7/1/2013 to 10/31/2013	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 20 - ASSESSMENT DISTRICT FUND-RUSH							
evenues Dept: 00							
Acct Class: 30 PROPERTY TAXES			0.00	0.00	0.00	004 004 00	
999 FY Begin Fund Balance	201,604.00	201,604.00	0.00	0.00	0.00	201,604.00	0.0
PROPERTY TAXES	201,604.00	201,604.00	0.00	0.00	0.00	201,604.00	0.0
Acct Class: 31 ASSESSMENTS	200 000 00	380,000.00	4,126.80	0.00	0.00	375,873.20	1.1
100 Property assessments 101 Property assessments-prior yr	380,000.00 3,400.00	3,400.00	1,890.88	594.86	0.00	1,509.12	55.6
To Froberty assessments profit			.,,				
ASSESSMENTS	383,400.00	383,400.00	6,017.68	594.86	0.00	377,382.32	1.6
Acct Class: 32 USE OF MONEY AND PROPERTY	0.00	0.00	7,479.06	0.00	0.00	-7,479.06	0.0
200 Interest on investments	0.00	0.00	7,479.00	0.00	0.00	-7,473.00	
USE OF MONEY AND PROPERTY	0.00	0.00	7,479.06	0.00	0.00	-7,479.06	0.0
Dept: 00	585,004.00	585,004.00	13,496.74	594.86	0.00	571,507.26	2.3
Revenues	585,004.00	585,004.00	13,496.74	594.86	0.00	571,507.26	2.3
Expenditures							
Dept: 50 RUSH PARK							
Acct Class: 56 CONTRACT SERVICES 6617 Administrative Fees	20,000.00	20.000.00	0.00	0.00	0.00	20,000.00	0.0
619 Bond Trustee	2,875.00	2,875.00	2,875.00	0.00	0.00	0.00	100.0
CONTRACT SERVICES	22,875.00	22,875.00	2,875.00	0.00	0.00	20,000.00	12.6
Acct Class: 58 DEBT SERVICE							
800 Principal	220,000.00	220,000.00	220,000.00	0.00	0.00	0.00	100.0
801 Interest	135,160.00	135,160.00	70,990.00	0.00	0.00	64,170.00	52.5
DEBT SERVICE	355,160.00	355,160.00	290,990.00	0.00	0.00	64,170.00	81.9
Acct Class: 66 OTHER FINANCING USES			0.00	0.00	0.00	000 000 00	0.0
600 Transfer out to other funds	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	0.0
OTHER FINANCING USES	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	0.0
RUSH PARK	578,035.00	578,035.00	293,865.00	0.00	0.00	284,170.00	50.8
expenditures	578,035.00	578,035.00	293,865.00	0.00	0.00	284,170.00	50.8
Net Effect for ASSESSMENT DISTRICT FUND-RUSH Change in Fund Balance:	6,969.00	6,969.00	-280,368.26 -280,368.26	594.86	0.00	287,337.26-	4,023.1

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For the Period: 7/1/2013 to 10/31/2013	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Buo
Fund: 30 - SPECIAL TAX FUND-ROSSMOOR WALL							
Revenues							
Dept: 00							
Acct Class: 30 PROPERTY TAXES	176,051.00	176,051.00	0.00	0.00	0.00	176,051.00	0.0
2999 FY Begin Fund Balance	170,031.00	170,031.00	0.00	0.00	0.00	170,001.00	
PROPERTY TAXES	176,051.00	176,051.00	0.00	0.00	0.00	176,051.00	0.0
Acct Class: 31 ASSESSMENTS							
3100 Property assessments	87,700.00	87,700.00	0.00	0.00	0.00	87,700.00	0.0
3101 Property assessments-prior yr	780.00	780.00	417.87	131.46	0.00	362.13	53.6
ASSESSMENTS	88,480.00	88,480.00	417.87	131.46	0.00	88,062.13	0.5
Acct Class: 32 USE OF MONEY AND PROPERTY							
3200 Interest on investments	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
USE OF MONEY AND PROPERTY	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
Dept: 00	265,531.00	265,531.00	417.87	131.46	0.00	265,113.13	0.5
Revenues	265,531.00	265,531.00	417.87	131.46	0.00	265,113.13	0.5
Expenditures							
Dept: 65 ROSSMOOR WALL							
Acct Class: 56 CONTRACT SERVICES							
5619 Bond Trustee	2,530.00	2,530.00	2,530.00	0.00	0.00	0.00	100.
CONTRACT SERVICES	2,530.00	2,530.00	2,530.00	0.00	0.00	0.00	100.
Acct Class: 58 DEBT SERVICE							
Acct Class: 58 DEBT SERVICE 5800 Principal	65,000.00	65,000.00	65,000.00	0.00	0.00	0.00	
	65,000.00 18,705.00	65,000.00 18,705.00	65,000.00 10,295.00	0.00 0.00	0.00 0.00	0.00 8,410.00	100. 55.
5800 Principal			,				
5800 Principal 5801 Interest	18,705.00	18,705.00	10,295.00	0.00	0.00	8,410.00	55.
5800 Principal 5801 Interest DEBT SERVICE	18,705.00 83,705.00	18,705.00 83,705.00	10,295.00 75,295.00	0.00	0.00	8,410.00 8,410.00	55. 90.

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or the Period: 7/1/2013 to 10/31/2013	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal 9	% Bu
Fund: 40 - CAPITAL PROJECTS CONTRIBUTIONS Revenues Dept: 00							
Acct Class: 30 PROPERTY TAXES 1999 FY Begin Fund Balance	225,573.00	225,573.00	0.00	0.00	0.00	225,573.00	0
PROPERTY TAXES	225,573.00	225,573.00	0.00	0.00	0.00	225,573.00	0
Dept: 00	225,573.00	225,573.00	0.00	0.00	0.00	225,573.00	0
Revenues	225,573.00	225,573.00	0.00	0.00	0.00	225,573.00	0
Expenditures Dept: 50 RUSH PARK Acct Class: 60 CAPITAL EXPENDITURES							
6005 Buildings and Improvements	194,950.00	194,950.00	0.00	0.00	0.00	194,950.00	0
CAPITAL EXPENDITURES	194,950.00	194,950.00	0.00	0.00	0.00	194,950.00	0
RUSH PARK	194,950.00	194,950.00	0.00	0.00	0.00	194,950.00	C
Dept: 65 ROSSMOOR WALL Acct Class: 60 CAPITAL EXPENDITURES 6005 Buildings and Improvements	0.00	0.00	-605.81	0.00	0.00	605.81	C
CAPITAL EXPENDITURES	0.00	0.00	-605.81	0.00	0.00	605.81	(
ROSSMOOR WALL	0.00	0.00	-605.81	0.00	0.00	605.81	(
Dept: 75 CAPITAL PROJECTS Acct Class: 50 OPERATIONS AND MAINTENANCE 045 Miscellaneous Expenditures	16,050.00	16,050.00	605.81	0.00	0.00	15,444.19	3
OPERATIONS AND MAINTENANCE	16,050.00	16,050.00	605.81	0.00	0.00	15,444.19	3
CAPITAL PROJECTS	16,050.00	16,050.00	605.81	0.00	0.00	15,444.19	;
xpenditures	211,000.00	211,000.00	0.00	0.00	0.00	211,000.00	
Net Effect for CAPITAL PROJECTS CONTRIBUTIONS Change in Fund Balance:	14,573.00	14,573.00	0.00 -77,407.13	0.00	0.00	14,573.00	(
Grand Total Net Effect:	203,202.00	203,202.00	-709,599.50	-141,704.40	0.00	912,801.50	

ROSSMOOR COMMUNITY SERVICES DISTRICT FOOTNOTES - FINANCIAL REPORT AUGUST 2013 EXPENDITURES

#1	Board of Directors 10-10-4000	Additional Board, Committee, and Ad Hoc meetings have been called. Amount will be adjusted in Amended Budget.
#2	Salaries - Overtime 10-10-4003, 10-20-4003, 10-30-4003, 10-40-4003, 10-50-4003	Additional Board, Committee, and Ad Hoc meetings have been called. Amount will be adjusted in Amended Budget.
#3	Financial Audit-Consulting 10-10-5615	Annual Audit and all charges have been paid for this FY.
#4	Tree Trimming 10-30-5656, 10-40-5656, 10-50-5656, 10-80-5656	Most of annal tree trimming is performed during summer months. However, amount will be adjusted in Amended Budget.
#5	Maintenance 10-90-5032	Annual Backflow testing performed in August. Repairs were needed. Amount will be adjusted in Amended Budget.

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-1

Date: December 10, 2013

To: Honorable Board of Directors

From: General Manager

SUBJECT: RESOLUTION NO. 13-12-10-01-LIST OF OFFICIALS

AUTHORIZED TO TRANSACT BUSINESS WITH THE

DISTRICT'S BANKS AND OTHER FINANCIAL INSTITUTIONS

RECOMMENDATION:

Approve by roll call vote, Resolution No. 13-12-10-01 by reading the title only and waiving further reading as follows:

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

BACKGROUND:

The District has appointed a new General Manager. 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. Attached is a list of proposed officials for such authorization.

ATTACHMENTS:

- 1. Resolution No.13-12-10-01
- 2. List of Officials Authorized to Transact Business with the District's Banks and other Financial Institutions.
- 3. Policy No. 4055 District Bank and Investment Accounts.

RESOLUTION NO. 13-12-10-01

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 appoint a new General Manager at its Adjourned Regular Meeting on November 20, 2013.

WHEREAS, District Policy No. 4055 Authorized Signatures for Bank Accounts designates the Board President, 1st Vice President, 2nd 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's funds.

BE IT FURTHER RESOLVED, that the Board of Directors of the Rossmoor Community Services District hereby designates the District's Accountant/Bookkeeper as authorized to have access to transfer funds to and from the District's financial accounts.

AVES.

MILS.	
NOES:	
ABSENT:	
ABSTAIN:	
PASSED, SIGNED, AND ADO	PTED this 10th day of December, 2013.
Ву	<i>y</i> :
	President Michael Maynard
	Rossmoor Community Services District
ATTEST:	
James D. Ruth, Secretary	
Rossmoor Community Services District	

EXHIBIT A

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

- PRESIDENT MICHAEL MAYNARD
- 1ST VICE PRESIDENT BILL KAHLERT
- 2ND VICE PRESIDENT RON CASEY
- GENERAL MANAGER JAMES D. RUTH
- ACCOUNTANT/BOOKKEEPER KATHLEEN BELL (Access only)

Rossmoor Community Services District

Policy No. 4055

DISTRICT BANK AND INVESTMENT ACCOUNTS

4055.10 <u>Authorized Signatures For Bank and Investment Accounts:</u> 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 <u>Investment Account Approvals:</u> 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 <u>Check Signing Approvals:</u> Two signatures from official signatories shall be required on each check issued by the District.

- **4055.20** Official Signatories: The following named officials of the District are authorized signatories: President, 1st Vice President, 2st 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

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM G-2

Date: December 10, 2013

To: Honorable Board of Directors

From: General Manager

SUBJECT: ADOPTION AND REVISION OF CERTAIN POLICIES BY

ORDINANCE

RECOMMENDATION:

Give first reading by roll call vote, to Ordinance 2013-01 by reading the title only and waiving further reading as follows:

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT RE: ADOPTION AND REVISION OF CERTAIN POLICIES BY ORDINANCE

BACKGROUND:

The District has previously adopted or revised policies in accordance with Policy No. 1000 which only requires two readings. General Counsel has advised the District that policies which deal with administration, operation, and use of facilities and services must be adopted or revised by ordinance. Attached is a proposed ordinance for readopting those current policies. Further, Policy No. 1000 Board Policies must be revised, as well. This ordinance and policy will be brought back to the Board at your January meeting for second reading.

ATTACHMENTS:

- 1. Ordinance No. 2013-01 Adoption and Revision of Certain Policies by Ordinance.
- 2. Policy No. 1000 District Policies
 - a. Current
 - b. Redline
 - c. Proposed

- 3. Policy No. 3080 Parkway and Rossmoor Way Median Tree Maintenance.
- 4. Policy No. 3085 Street Sweeping.
- 5. Policy No. 6010 Requests for the Use of District Parks and Facilities.
- 6. Policy No. 6011 Rules and Regulations for the Use of District Property.
- 7. Policy No. 6012 Group Picnics, Public Gatherings, and Special Events.
- 8. Policy No. 6013 Joint Use of District Property for District Sponsored Events.
- 9. Policy No. 6020 District Facilities—Long Term Use.
- 10. Policy No. 6030 Dedicated Use of Specific District Facilities.
- 11. Policy No. 6040 Rossmoor Wall Signs.
- 12. Policy No. 6050 Facilities—Tennis Courts.
- 13. Policy No. 6080 Signature Wall Preservation and Protection.

ORDINANCE NO. 2013-01

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT, COUNTY OF ORANGE, STATE OF CALIFORNIA, ADOPTING RULES AND REGULATIONS FOR THE ADMINISTRATION, OPERATION AND USE OF FACILITIES AND SERVICES

WHEREAS, Rossmoor Community Services District ("District") is a district duly organized and existing under and pursuant to the Community Services District Law, Section 61000 *et seq.* of the California Government Code; and

WHEREAS, the District is empowered by California Government Code Section 61060(b) to adopt, by ordinance, and enforce rules and regulations for the administration, operation and use of facilities and services listed in California Government Code Section 61100; and

WHEREAS, California Government Code Section 61100(e) authorizes the District to acquire, construct, improve, maintain and operate recreation facilities such as parks; and

WHEREAS, California Government Code Section 61100(l) authorizes the District to acquire, construct, improve and maintain streets, roads, rights of way, bridges, culverts, drains, curbs, gutters, sidewalks and any incidental work, including those owned by another public agency, provided the public agency gives its written consent.

WHEREAS, California Government Code Section 61064(a) provides that any violation of any rule, regulation or ordinance adopted by the District is punishable as a misdemeanor pursuant to California Penal Code Section 19.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF ROSSMOOR COMMUNITY SERVICES DISTRICT ORDAINS AS FOLLOWS:

SECTION 1. Adoption of Rules and Regulations for the Administration, Operation and Use of District Facilities and Services.

The Board of Directors hereby adopts, and incorporates by reference, the attached policies:

Policy No. 3080	Parkway and Rossmoor Way Median Tree Maintenance
Policy No. 3085	Street Sweeping
Policy No. 6010	Requests for the Use of District Parks and Facilities
Policy No. 6011	Rules and Regulations for the Use of District Property
Policy No. 6012	Group Picnics, Public Gatherings, and Special Events
Policy No. 6013	Joint Use of District Property for District Sponsored Events
Policy No. 6020	District Facilities – Long Term Use
Policy No. 6030	Dedicated Use of Specific District Facilities
Policy No. 6040	Rossmoor Wall Signs
Policy No. 6050	Facilities – Tennis Courts
Policy No. 6080	Signature Wall Preservation and Protection

SECTION 2. Severability.

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase added by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The Board hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses, or phrases are declared unconstitutional, invalid, or ineffective.

SECTION 3. Compliance with California Environmental Quality Act

The Board finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 4. Effective Date.

This Ordinance shall become effective thirty (30) days from its adoption.

SECTION 5. Publication.

The District Secretary shall certify to the adoption of this Ordinance and cause it and the incorporated exhibits, including the vote for and against the same, to be published once within fifteen (15) days of adoption in a newspaper of general circulation printed and published within the Rossmoor Community Services District in accordance with California Government Code Section 25124(a).

Adopted by the Rossmoor Community Services District Board of Directors this day, 2013.	of
President Michael Maynard	
Rossmoor Community Services District Board of Directors	
Attested:	
I hereby certify that the foregoing Ordinance is a true copy adopted by the Rossmoor Communications District Board of Directors regular meeting held on and signed by Bo Secretary,, on, 2014.	•

CURRENT

Rossmoor Community Services District

Policy No. 1000

BOARD POLICIES

1000.10 Manual of Policies: It is the intent of the Board of Directors of the Rossmoor Community Services District (District) to maintain a Manual of Policies. Contained therein shall be a comprehensive listing of the Board's current policies, being the rules and regulations enacted by the Board from time to time. The Manual of Policies shall serve as a resource for Directors, staff and members of the public in determining the manner in which matters of District business is to be conducted. The Manual of Policies shall be reviewed annually by the General Manager and proposed amendments shall be brought before the Board. Other recommended amendments may be brought before the Board by the General Manager on an as needed basis.

1000.20 Conflicts, Severability: If any policy or portion of a policy contained within the Manual of Policies is deemed to be in conflict with, or otherwise contrary to, any laws, rules or regulations ("Laws") applicable to the Rossmoor Community Services District, then said Laws shall be controlling. If any provision or policy contained in the Manual of Policies is held invalid, then such invalidity shall not effect other provisions or policies in the Manual of Policies, and to this end, the provisions and policies of the Manual of Policies are declared to be severable.

1000.30 Non-policy Matters: Rules and regulations pertaining to the administrative operation of the District shall be promulgated by the General Manager as Administrative Regulations or Manuals pertaining to more complex matters such as personnel, safety or the processing of claims against the District.

1000.40 Adoption and Amendment of Policies:

1040.10 <u>Initiation:</u> Consideration by the Board of Directors to adopt a new policy or to amend an existing policy may be initiated by any Director, or by the General Manager. The proposed adoption or amendment is initiated in accordance with Policy No. 5020 Board Meeting Agenda.

1040.20 Review Period: Before considering adopting or amending any policy, the Board may review the proposed adoption or amendment by means of a first reading at a regular Board meeting prior to the meeting at which consideration for adoption or amendment is to be given. After the first reading by the Board, the proposed adoption or amendment will be reviewed by District General Counsel. After review, the proposed adoption or amendment will be set for a second reading by the Board at a subsequent meeting. Copies of the proposed policy adoption or amendment shall be included in the agenda information packet for any meeting of consideration.

1040.30 Adoption and Amendment By One Reading: Notwithstanding the foregoing, the Board may elect to consider policy adoption or amendment by means of one reading at a regular Board meeting and waive the requirement of a second reading for emergencies or where important business of the District would be impeded by a second reading. In that case, the Board may take action by Minute Order to review the proposed adoption or amendment by means of a first reading and waive any further reading and consider the policy adoption or amendment. In the event said procedure is proposed by a Director or the General Manager, all other requirements shall be implemented prior to said consideration by the Board including the initiation of a proposed policy or amendment, review by District General Counsel, and inclusion in the applicable agenda information packet.

Renamed, Amended and Adopted: November 9, 2010

REDLINE

Rossmoor Community Services District

Policy No. 1000

BOARD POLICIES

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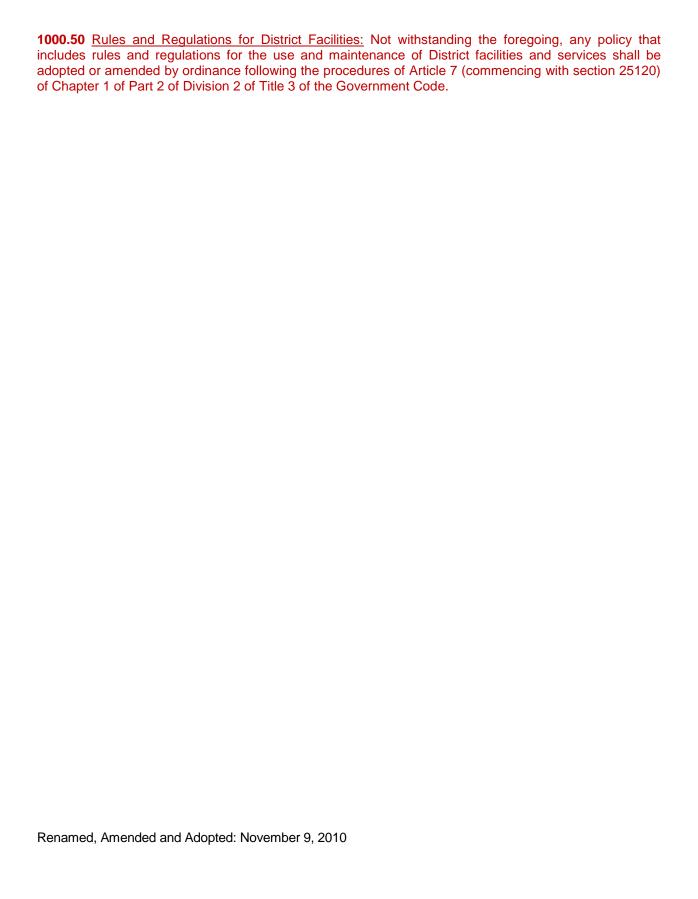
1000.40 Adoption and Amendment of Policies:

1000.41 <u>Initiation:</u> Consideration by the Board of Directors to adopt a new policy or to amend an existing policy may be initiated by any Director, or by the General Manager. The proposed adoption or amendment is initiated in accordance with Policy No. 5020 Board Meeting Agenda.

1000.42 Review Period: Before considering adopting or amending any policy, the Board may review the proposed adoption or amendment by means of a first reading at a regular Board meeting prior to the meeting at which consideration for adoption or amendment is to be given. After the first reading by the Board, the proposed adoption or amendment will be reviewed by District General Counsel. After review, the proposed adoption or amendment will be set for a second reading by the Board at a subsequent meeting. Copies of the proposed policy adoption or amendment shall be included in the agenda information packet for any meeting of consideration.

1000.43 Adoption and Amendment By One Reading: Notwithstanding the foregoing, the Board may elect to consider policy adoption or amendment by means of one reading at a regular Board meeting and waive the requirement of a second reading for emergencies or where important business of the District would be impeded by a second reading. In that case, the Board may take action by Minute Order to review the proposed adoption or amendment by means of a first reading and waive any further reading and consider the policy adoption or amendment. In the event said procedure is proposed by a Director or the General Manager, all other requirements shall be implemented prior to said consideration by the Board including the initiation of a proposed policy or amendment, review by District General Counsel, and inclusion in the applicable agenda information packet.

REDLINE



PROPOSED

Rossmoor Community Services District

Policy No. 1000

BOARD POLICIES

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PROPOSED



Policy No. 3080

PARKWAY AND ROSSMOOR WAY MEDIAN TREE MAINTENANCE

- **3080.00** Parkway and Median: A parkway, as described in this Policy, is the County of Orange (County) owned area between the sidewalk and curb. The median is the County owned area dividing Rossmoor Way.
- **3080.10** <u>Public Property:</u> Parkway and median trees are public, not private property. Every reasonable effort will be made to preserve this natural resource in order to retain and improve this local scenic and environmental asset.
 - **3080.11** Homeowners, residents or their agents shall not plant, trim or remove parkway and median trees. The Rossmoor Community Services District (District) has the authority and responsibility to plant and trim trees either directly or through the County or other third parties. The District recommends removals to the County and the County has the authority to remove trees.
 - **3080.12** The County of Orange is responsible for the preventative or remedial tree root pruning to aid in the control of sidewalk, curb and gutter damage. The District will coordinate with the County to perform this work and any other alternatives to tree removal.
 - 3080.13 Request for inspections, planting, trimming or removal shall be made with the District office. A Customer Service Request (CSR) shall be initiated describing the request and action taken or not taken.
- 3080.20 <u>Tree Planting and Nurturing:</u> All parkways at private residences shall have at least one tree, where feasible, and those currently without a tree(s) will have a tree(s) planted by the District as funds become available. Appropriately spaced tree plantings are required along the parkways of public properties, where feasible (e.g. parks, schools, flood control channels, etc.).
 - **3080.21** Tree planting locations shall be determined by the District's Tree Consultant and/or Arborist and be based on recognized standards for the planting of trees.
 - **3080.22** The District shall maintain a tree-planting program consistent with budgeted funds.
 - **3080.23** The District shall maintain an inventory of all parkway and Rossmoor Way median trees. The District shall also maintain a current list of all potential sites for planting a tree within all public right of ways.
 - **3080.24** Site selections for new tree plantings shall be based on a computerized inventory of Rossmoor parkway trees and vacant sites maintained by the District.
 - **3080.25** New tree plantings shall be accomplished in accordance with the Rossmoor Parkway Tree Planting Specifications (Arborist Scope of Services) maintained by the General Manager.

- **3080.26** Trees planted by the District will minimally be in 24"box containers. Should budget constraints arise or a 24" box tree of a specific species not be available, a 15-gallon container tree may be substituted.
- **3080.27** A list of tree varieties approved by the Board for new or replacement trees shall be maintained by the District. The Tree Consultant shall recommend and the District shall select tree species based on the specified predominant tree species of the block if the tree is still on the approved species list and other factors such as availability or an alternate tree from the approved list of trees with similar characteristics.
- **3080.28** The General Manager shall maintain a Notification of Tree Planting document that specifies the required care of parkway trees. This includes instructions for newly planted parkway trees. The document shall be provided to each homeowner/resident of a newly planted parkway tree.
- **3080.29** The homeowner/resident has the responsibility for watering and caring for the parkway trees adjacent to their property in accordance with District instructions. A tree that must be replaced due to lack of care on the part of a homeowner/resident will require the homeowner/resident to pay the District for a replacement tree of the same or like species and size.
- **3080.30** Tree Trimming and Protection: Trees shall be trimmed by the District to maintain safety and clearance standards established by the County.
 - **3080.31** Specifications delineating aesthetic tree trimming shall be in accordance with the requirements of the American National Standards Institute (ANSI A 300) maintained by the General Manager and shall become a part of any tree trimming contracts awarded by the District.
 - **3080.32** The District shall maintain a tree trimming schedule for all parkway and median trees. Each tree shall be trimmed at least once every four years or as necessary according to species. Homeowners/residents desiring more frequent trimming or pruning can request such at the District office for a fee, which reflects the cost to the District. Tree trimming shall only be performed by the District's contract arborist.
 - **3080.33** Notification by mail or by posting at the residence of scheduled tree trimming, planting, root pruning or removal shall be sent by the District to the homeowner/resident at least two (2) weeks prior to the planned work except for emergency safety removals by the County.
- **3080.40** <u>Tree Removal:</u> Only trees that are dead, structurally unsound or are creating problems that cannot be corrected without causing the tree to die or become unstable will be removed.

3080.41 Valid reasons for removing trees:

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

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

3080.42 Non-valid reasons for removing trees:

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

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

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

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

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

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

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

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

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

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

3080.80 Enforcement of Policy:

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

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

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

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

- (1) <u>Send the Resident a Notice/Demand Letter</u> Along with the option of prosecuting residents for misdemeanors, the District may notify residents that their actions are in violation of the District's regulations and provide them with the opportunity to correct the violation and/or pay the expenses and damages the District incurred in correcting the violation. A demand for such payment could be in the form of a notice/demand letter which sets forth the violation and the amount due and owing. In regard to correcting the violation, the District may take the initiative to correct the violation, such as replanting a parkway tree and also take the initiative in pursuing recovery of costs and expenses. The notice/letter may also state that the resident must refrain in the future from taking such action that caused the violation to occur.
- (2) <u>Civil Litigation</u> If the resident fails or refuses to correct the violation and/or to pay the amount owed, then the District may pursue litigation. Such litigation may seek injunctive relief whereby the District requests that the court order the resident to refrain from certain activities or require the resident to take certain actions in order to be in compliance with the District's policy/regulations. In the event the District has taken the necessary action, such as replacing the parkway tree, the District may pursue litigation to get a judgment against the resident in

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

3080.85 Nuisance Enforcement by Civil Action::Attorney's Fees

- (1) In addition to other penalties authorized by law, any condition caused or permitted to exist in violation of the Policy shall be deemed a public nuisance an may be abated as such .Each and every day such condition continues shall be regarded as a new and separate offense.
- (2) In addition to other penalties and enforcement mechanisms authorized by law, this Policy may be enforced by injunction issued by the superior court upon the suit of the District.
- (3) In any action, administrative proceeding or special proceeding commenced by the District to abate a public nuisance, to enjoin a violation of any provision of this Policy, to enforce the provisions of this Policy, or to collect a civil debt owing to the District pursuant to this Policy, the prevailing party shall be entitled to recover its reasonable attorney's fees. The recovery of attorney's fees by the prevailing party is limited to those individual actions or proceeding in the District elect, at the initiation of that individual action or proceeding, to seek recovery of its own attorney's fees. Failure to make such an election precludes any entitlement to, or award or, attorney's fees in favor of any person or the District. In no action, administrative proceeding, or special proceeding shall an award of attorney's fees to a prevailing parry exceed the amount of reasonable attorney's fees incurred by the District in the action or proceeding.

3080.90 Tree/Parkway Committee: The Tree/Parkway Committee is comprised of two Board Members and the General Manager. The President of the Board appoints the members to the Committee. The General Manager shall also provide a quarterly report to the Board giving a summary of all parkway and median tree plantings, trimmings, inspections and removals.

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

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

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

• Root pruning—The cutting of roots to facilitate the replacement of curbs, gutters or sidewalks.

Adopted: September 10, 2002

Approved renumbering & format: October 10, 2002

Reaffirmed: December 10, 2002 Amended: December 9, 2003 Amended: April 13, 2004 Amended October 12, 2004 Amended: July 12, 2005 Amended: December 13, 2005 Amended: April 13, 2010 Amended: June 14, 2011

Amended: June 14, 2011 Amended: November 12, 2013

Policy No. 3085

STREET SWEEPING

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

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

3085.30 <u>Vehicles:</u> No vehicles should be parked on the streets on sweeping days during the hours indicated on signs posted within the Rossmoor community. Rossmoor homeowners/residents should inform visitors at their residences to park in their driveway on street sweeping days. Current street sweeping no parking restrictions are posted for 1st and 3rd Monday of each month from 8:00 a.m. to 4:30 p.m. If the normal Monday designated for street sweeping is a holiday, street sweeping will occur on the following Monday.

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

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

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

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

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

Proposed: First Reading - February 14, 2006

Adopted: Second Reading and Approval - March 14, 2006

Amended: First Reading - August 8, 2006

Amended: Second Reading and Approval - September 12, 2006

ROSSMOOR COMMUNITY SERVICES DISTRICT

Policy No. 6010

REQUESTS FOR USE OF DISTRICT PARKS AND FACILITIES

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

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

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

6010.03 <u>Long-term Use</u>: Long-term use shall be limited to between six and twelve months. User Requests which do not exceed four days in each month and four hours in each day may be authorized by the General Manager. The use of fields shall not exceed 6 consecutive calendar months. User Permits which exceed these limitations will require Board approval.

6010.10 <u>Limitations</u>: The General Manager shall have the authority to limit the hours of use for all events based on the type of activity planned, proximity to homes, the noise level anticipated from the attendees and the availability of parking needed to accommodate the event. Use of a park or facility by any group or individual shall not exceed eight (8) hours including preparation time, on any one day. Unless otherwise approved by the Board, no outdoor events, including preparation time or clean up time, in Rush or Rossmoor Park shall be scheduled to begin before 8:00 a.m. or conclude after dusk on non-lighted parks and facilities or 10.00 p.m. on lighted parks and facilities. Preparation time includes, but is not limited to, any organized activity such as exercising, warming up, practicing, preparation of a field for play, preparation of a facility for the event, or any other activity if it generates excessive noise. The General Manager shall make such determinations, consistent with this or other applicable Board policies. Such determinations may be appealed to the Board as provided in Section 6010.80.

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

6010.30 <u>Sunday Organized Use</u>: Permits for Sunday organized use of playing fields, other than make-up games, will require approval of the Board. Organized use is defined as any group which is a member of a league or association whose primary purpose is to participate in a recreational activity which has scheduled or regular play and can be identified by a uniform or other recognizable apparel or equipment which would indicate that the participants are a part of organized play. Use of a facility by an informal gathering such as a family or a social gathering is not considered organized play within the meaning of this policy.

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

6010.41 Permit Requests and Deposits: A request for a User Permit should be received by the District a minimum of ten (10) calendar days prior to the requested date and may be submitted six (6) months prior to the requested date. A "reservation" fee will be required to be paid at the time the User Permit is submitted and all other required fees, in accordance with Policy 6015, must be paid at least ten (10) calendar days prior to the scheduled event or the request is invalid. If another applicant requests the same facility or field on the same date and time, the original applicant will be notified and requested to pay any unpaid fees and if that person does not do so within two (2) business days, the later applicant's request will be honored. In all cases, fees and deposits paid within ten (10) calendar days of the scheduled event must be in cash.

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

6010.50 <u>District Indemnification</u>: Application for a User Permit for groups of more than 50 individuals wishing to use a field or facility *must* sign the District's Hold Harmless Agreement. Applications for groups of 150 or more individuals must include a Certificate of Insurance naming the Rossmoor Community Services District as additional insured and sign the District's standard Hold Harmless Agreement. Insurance coverage shall include Personal Injury, Property Damage and Automobile Liability in an amount of not less than <u>one million dollars (\$1,000,000)</u> per occurrence / Insurance coverage shall also include Worker's Compensation and Employer's Liability with limits as required by the Labor Code of the State of California, if applicable.

Groups requesting multiple dates of use and any applicants requesting to serve alcohol at Montecito Center must then provide a Certificate of Insurance naming the District as additional insured regardless of the size of the group. Applications will not be approved without the required Certificate of Insurance and Hold Harmless Agreement first being provided to the District. The term group as used in this policy includes all attendees whether they are participants, fans, observers, guests, or invitees of any nature whatsoever.

6010.60 Cancellation of Request By Applicant: In the event of a cancellation by the applicant, notice to the District shall be given as far in advance of the scheduled event as possible. An applicant who cancels a reservation may receive a refund for fees or deposits made to the District if the cancellation is made at least ten (10) days prior to the scheduled use. The refund will be denied, however, if another applicant has requested the same reservation and was denied that reservation because the initial applicant was advised of the secondary request and consequently paid all deposits and fees. Cancellations that do not meet the ten (10) day calendar deadline, or applications made less than ten (10) days in advance of the scheduled event, may receive a partial refund of fees and deposits only if the General Manager finds:

- a. The applicant made a reasonably good faith effort to promptly notify the District and the facility was subsequently rented for same date and time, or
 - b. Extenuating circumstances beyond the applicant's control justify the refund.

In all cases, the processing and cancellation fees will be retained by the District.

6010.70 <u>Cancellation by General Manager</u>: Any reservation may be canceled by the General Manager if in his/her judgment the event violates any District policy. In the event of such a cancellation, notice shall be given to the applicant as far in advance of the scheduled event as possible, with a full refund of all fees and deposits made.

6010.80 Appeal to the Board: An applicant for a User Permit or any other interested person who disputes the decision of the General Manager regarding an application or other matter regarding a User Permit may appeal that decision to the Board by filing a written request to the General Manager for the matter to be placed on the agenda for the next scheduled Board meeting and payment of the appeal fee as set forth in the fee schedule.

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

ROSSMOOR COMMUNITY SERVICES DISTRICT

Policy No. 6011

RULES AND REGULATIONS FOR USE OF DISTRICT PROPERTY

6011.00 <u>Purpose:</u> The purpose of this policy is to provide for the orderly administration and control of District property within the District and establish rules and regulations to provide a safe and enjoyable environment for those using these facilities.

- **6011.10** <u>Definitions:</u> For the purpose of this policy the following terms shall have the respective meanings set forth herein, unless the context in which they are used clearly indicates to the contrary:
 - **6011.11** <u>Alcoholic Beverage:</u> Alcohol, spirits, liquor, wine, beer and every liquid or solid containing one-half of one (0.5) per cent or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed or combined with other substances.
 - 6011.12 Board: The Board of Directors of the Rossmoor Community Services District.
 - 6011.13 District: The Rossmoor Community Services District
 - **6011.14** <u>District Property:</u> Every park and mini-park, building, facility, court, field or vehicle parking area owned, managed or controlled by the District.
 - **6011.15** <u>Facility:</u> May include any or all of the following: Rush Park Auditorium, East Room, West Room, Administration Building, kitchens, Rossmoor Park Community Center, Montecito Center.
 - **6011.16** Eviction: Revocation of any permit or permission to use a park and expulsion from District property.
 - **6011.17** General Manager: The General Manager of the District.
 - **6011.18** Group "Group" means all Persons subject to the same permit.
 - **6011.19** Person: Person means every individual, corporation, partnership, limited liability company, joint venture, association, social club, fraternal organization or any other Group or combination of individuals including spectators.
 - **6011.12** <u>User Permit:</u> District approved written permission for event or function to take place on District property.
- **6011.20** <u>Management of District Property:</u> The General Manager shall administer this policy or other related policies in such a way as to achieve the maximum benefit to the residents of Rossmoor and visitors. This policy shall be enforced by the General Manager and such of his/her agents as he/she may designate to perform said duty, as well as by any peace officer(s) having jurisdiction of any area in which a violation of any provision of this policy or other related policies may take place.
- **6011.30** <u>Compliance:</u> The privilege of any Person to use District property is expressly conditioned upon compliance by that Person with the provisions of this policy as they apply to such use. Violation of any provision of this policy shall subject the Person violating to eviction from the park or facility in which the violation occurs and other District property, if deemed necessary.

6011.40 Hours of Operation: All parks shall be open to the public during the hours of 7:00 a.m. to 10:00 p.m. No Person shall enter or remain in any of the parks at any time other than during such hours as the park is open to the public except for emergency maintenance or by the District, its contractors, or for law enforcement officers or for District sponsored events accept as otherwise limited by Policy No. 6010.10—Limitations.

6011.50 <u>Vending and Commercial Solicitation; Permit Required:</u> No Person shall solicit for commercial purposes in any manner, or sell or offer for sale any goods, wares, merchandise or food products, or offer services for compensation, or distribute or pass out any primarily commercial handbill or advertising material within or about any park without a written authorization from the General Manager, provided however, that this section does not apply to any concession operated under authority granted by the Board.

6011.60 Eviction:

6011.61 Person Subject to Eviction: A Person is subject to eviction from a park when all of the following conditions occur:

- The Person is in violation of a park rule or regulation.
- The Person has been warned in a manner that is reasonably calculated to reach said Person that eviction may result from any further violation.
- After receiving such warning, a further violation occurs.
- Imposition of a lesser sanction will not reasonably suffice to cure the existing or ongoing violation of this policy.
- Where a violation of this policy is of such magnitude or seriousness as to pose an immediate threat of violence or other disruption of the public health, safety or welfare, no warning will be necessary prior to eviction.

6011.62 Person or Group Subject to Eviction: A Person or Group is subject to eviction from a park when any one of the following conditions occur and no lesser sanction reasonably appears to suffice:

- There is probable cause to believe that an unlawful assembly exists pursuant to California Penal Code Section 407, as determined by an officer of the law.
- There is a clear and present danger of imminent violence which cannot reasonably be forestalled without eviction.
- There exists a Group sponsored or organized activity which violates one or more park rules and regulations and such Group sponsored organized activity has not ceased as a result of one or more warnings given to the group as a whole.
- There are multiple individual violations of park rules and regulations which have not stopped following the eviction of one or more such individual violators and violations continue after the Group has had a reasonable opportunity to cure them.
- **6011.78** <u>Unauthorized Motor Vehicles:</u> No Person shall operate an unauthorized motor vehicle, four-wheel drive vehicle, motorcycle, motorbike, motor dirt bike, all-terrain vehicle, off highway vehicle or any other motorized vehicle within District property except as authorized by the General Manager.

6011.78 Skateboards: No Person shall ride a skateboard propelled by human power to roll or coast within District property.

6011.79 <u>Alcoholic Beverages:</u> No Person shall, within the limits of District property, possess or consume any alcoholic beverage.

6011.80 Firearms, Weapons, Fireworks, Replica Firearms: No Person shall have any fireworks, firearms, replica firearms, air gun, paint ball gun, BB gun, slingshot or bow or hunting arrow or any weapon in

his/her possession on District property, nor shall any person discharge any firearm, fireworks or weapon or display any replica firearm on District property.

6011.81 Controlling Domestic Animals:

Leash Required. No Person shall allow a dog or other domestic animal in any park unless the animal is restrained at all times by a substantial leash not to exceed six (6) feet in length and in the control of a person competent to restrain the animal, or unless the animal is restrained and enclosed in a cage, crate or similar enclosure.

Animal Wastes. All Persons shall remove and properly dispose of animal excreta from any park.

Dog Shows. Nothing in this section shall prevent the District from holding supervised public events on District property in which domestic animals participate, nor shall it prohibit the General Manager from issuing permits for group activities wherein dogs will be under the responsible care of a person while not restrained by a leash or enclosed in a cage or similar enclosure while participating in a permitted canine event.

Approvals for events in which animals other than dogs and cats participate are subject to specific approvals and conditions as determined by the General Manager.

6011.82 Golfing: No Person shall use a golf club or similar device to strike, hit, or similarly propel a golf ball within the boundaries of any park.

6011.83 <u>Unsafe Activity:</u> No Person shall engage in any activity in any park which may endanger the health, safety or welfare of any other person in a park.

6011.84 <u>Disorderly Conduct and Noise:</u> No Person shall fight or challenge another person to fight or maliciously and willfully disturb another person by loud and unreasonable noise or who uses offensive language that is inherently likely to provoke an immediate violent reaction within District property

6011.85 Rental Fees and Charges: See Policy No. 6015 Establishment of Fees and Charges for Use of District Property.

6011.86 <u>Amplified Sound System, Music and Live Music-Permit Required:</u> No Person or Group shall setup, use, operate or maintain an amplified sound system, music and live music within any park without first obtaining a User Permit which specifies such is permitted. The General Manager or staff are expressly given the authority to determine the maximum amplification permissible in areas designated consistent with other persons' enjoyment of District property.

6011.87 Fire Regulation:

Smoking. Smoking of any substance by any means, including cigarettes, cigars, pipes or other devices is not permitted on District property. The General Manager shall post smoking regulations at conspicuous locations.

Barbecues. Use of barbeques at parks and mini parks is permitted in designated cemented areas clear of trees and buildings with prior General Manager authorization. Smokers are prohibited. Hot coals may not be disposed of in any parks.

6011.88 <u>Inflatable Devices:</u> Devices which require inflation by mechanical means or compressed gas containers, commonly called "bouncers" or "jumpers" are not permitted on District property unless the Group has provided to the District a certificate of insurance for at least \$1,000,000, naming the District as additional insured. "Bouncers" or "jumpers" which require the use of water are not permitted. Helium filled balloons are not permitted in the Rush Park Auditorium.

6011.89 Electrical Outlets: No person shall use any outdoor electrical outlets in District parks.

Adopted: Resolution 94-4, April 13, 1994

Approved renumbering & format: October 8, 2002

Reaffirmed: June 10, 2003 Amended: August 12, 2008 Amended: September 8, 2009 Amended: October 13, 2009 Amended: July 10, 2012

ROSSMOOR COMMUNITY SERVICES DISTRICT

Policy No. 6012

GROUP PICNICS, PUBLIC GATHERINGS AND SPECIAL EVENTS

6012.00 <u>Definitions:</u> For the purpose of this policy, the following terms shall have the respective meanings set forth herein, unless the context in which they are used clearly indicates the contrary:

- 6012.01 Group Picnics: An outing or occasion that involves eating outdoors with others
- 6012.02 Public Gatherings: A crowd or collection of people gathered together obtaining information or services
- **6012.03** Special Event: A short term land use activity that is distinct from the customary land use of the property on which it is conducted and that involves the potential for a substantial number of participants or spectators. Special Event includes the potential for a substantial number of participants or spectators. Special Event includes carnival, community festival, outdoor dining or other event as determined by the General Manager.
- **6012.10** Group Picnics or Public Gatherings-User Permit Required: No Person shall cause any picnic, meeting or other public gathering involving the attendance of more than fifty (75) individuals to be held in any park without first obtaining a User Permit from the District. User Permits will be issued when previously issued permits have not exhausted the capacity of the park sought to be used.
- **6012.20** Group Picnics or Public Gatherings-District Certificate of Insurance Required: Picnics or public gatherings numbering 150 attendees or more must reserve picnic area(s) or field space and also secure a User Permit from the District on a first come, first served basis. Such groups must also obtain a Certificate of Insurance for at least \$1,000,000 naming the District as an additional insured in accordance with Policy No. 6010.50 District Indemnification.
- 6012.30 Reserving Park Spaces-Rossmoor Residents and Community Youth Groups: Rossmoor residents or community youth groups desiring to reserve a designated space in a park for a picnic or public gathering may do so by obtaining a User Permit, paying the fees called out in the District's Fee Schedule and signing the District's indemnification form. Groups of 150 or more persons must also meet the insurance requirements indicated above and apply for a Special Event permit. Reservations may be made no more than six (6) months in advance.
- **6012.40** <u>Denial of a User Permit:</u> The General Manager may decline to issue a permit when he/she determines that the Person or Group applying, has within the preceding twelve (12) months conducted previous similar events in parks operated by the District and such events have resulted in noise or other activities which disturbed other users of the parks or residents adjacent to the park, or where the applicant has, or members of his/her Group have, been evicted from a park, or where there was substantial damage to the park. If the General Manager declines to issue a permit he/she shall so notify the applicant in writing and set forth the reasons why a permit was not issued.
 - **6012.41** Appeal to the Board: An applicant or other interested Person who disputes the decision of the General Manager regarding a User Permit Application may appeal that decision to the Board by filing a written request to the General Manager for the matter to be placed on the agenda for the next scheduled Board meeting, and paying fees established in fee schedule.
- **6012.50** <u>Designated Areas</u>: Groups are confined to the area(s) designated in the permit. Approval of an application for a baseball or softball diamond, for example, includes the space for the necessary outfield and does not include space between diamond outfields.

6012.60 Special Event-User Permit Required: No personal shall cause a Special Event to occur on District property without first obtaining a User Permit for a Special Event.

6012.70 <u>Special Event Limitations:</u> User Permits for Special Events may be subject to conditions to ensure that the permitted event does not interfere with other park uses or activities and is conducted in a safe and orderly manner. Such conditions shall be limited to the following requirements:

6012.71 Special Event Application: Submit application at least 30 days prior to the date of the proposed Special Event including a detailed description of the proposed special event including the following;

- a. Name of organizer and contact information
- b. Detailed description of the event
- c. Diagram of venue area and floor plan
- d. Hours of the event
- e. Layout of the event
- f. Anticipated number of workers, volunteers, attendees
- g. Security measures (if applicable)

6012.72 Pay fees for the use of "Event Attendant(s)" and facility/park use as established in the fee schedule;

6012.73 Pay filing fee as established in the fee schedule

6012.74 Pay cleaning/security deposit and fees determined by District staff

6012.75 Provide portable sanitary toilets/facilities in sufficient numbers to accommodate the expected number of attendees:

6012.76 Provide dumpster rental and clean-up of litter and debris after the event;

6012.77 Provide for control of the noise level of any sound amplification systems used so that applicable sound limits are not exceeded

6012.80 Special Event Regulations: Each Special Event agrees to adhere to the following regulations:

- a. Special Event shall be conducted entirely within the time period and the boundaries approved by the District.
- b. Provide a certificate of insurance adding the District as additionally insured in the amount of \$1,000,000 as defined in Policy No. 6012.20—Group Picnics or Public Gatherings-User Permit Required.
- c. Special Event organizer shall execute a written statement satisfactory to the General Manager whereby the organizer promises to indemnify, defend and hold harmless the District, District staff, District Board with respect to any liability for personal injury or property damage sustained by any person as a result of the Special Event.

6012.90 Special Event Permit Revocation: The General Manager may revoke a Special Event permit if the Special Event is conducted contrary to the conditions of approval, or if, the event violates any District policy or law. In the event of such a cancellation, notice shall be given to the event organizer as far in advance of the scheduled event as possible.

Adopted: July 10, 2012

Policy No. 6013

JOINT USE OF DISTRICT PROPERTY FOR DISTRICT SPONSORED PROGRAMS

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

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

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

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

Policy No. 6020

DISTRICT FACILITIES – LONG-TERM USE

6020.10 Long-Term Use Defined: Long-term use shall be limited to between six and twelve months. User Requests which do not exceed four days in each month and four hours in each day may be authorized by the General Manager. The use of fields shall not exceed 6 consecutive calendar months. User Permits which exceed these limitations will require Board approval.

6020.20 <u>Community Benefit Required:</u> Long-term use of District facilities will be authorized only when there is a benefit to the community.

6020.30 <u>Use Greater Than 12 Months:</u> The fixed period of time for long-term use shall be no more than twelve calendar months. Use beyond this time period will require the filing of a new application and approval consistent with the original approval criteria. The General Manager shall notify the Board of each renewal of a long term use request after the first year.

6020.40 <u>User Fees and Deposits:</u> See Policy No. 6015 Establishment of Fees and Charges for the Use of District Parks, Buildings and Facilities for the long-term use of District facilities.

Adopted: September 14, 1994

Approved renumbering & format: October 8, 2002

Reaffirmed: December 10, 2002 Amended: July 13, 2004 Amended: August 12, 2008

Policy No. 6030

DEDICATED USE OF SPECIFIC DISTRICT FACILITIES

6030.10 <u>Dedicated Use - A Fixed Period of Time:</u> Dedicated use shall be for a fixed period of time of not less than one year and not more than two years. Continued dedicated use past the approved period of time will require the specific review and approval of the Board. The Board in its discretion may also review and/or modify an approved dedicated use when unforeseen circumstances arise after the time of approval.

6030.20 Facilities Available For Dedicated Use: Only those facilities or portion of facilities that have been designated by the Board as not lending themselves to other forms of use shall be included in this category. The District shall develop a list of spaces which can be used in this manner, reviewed annually by the Board in June. The Board may, in its discretion, review and revise the list on a more frequent basis.

6030.30 Request For Dedicated Use: Each request for use of District facilities which has been made available for dedicated use shall be in writing and shall include the following, and shall be subject to Board review and approval.

- A. A description of proposed use.
- B. Square footage requirements.
- C. Statement of benefit to the community from the proposed use.
- D. Duration of use required.

6030.40 Rental Fees and Deposits: See Policy No. 6015 Establishment of Fees and Charges for Use of District Parks, Buildings and Facilities.

Adopted: December 14, 1994

Approved renumbering & format: October 8, 2002

Reaffirmed: December 10, 2002 Amended: August 13, 2004 Amended: August 12, 2008

Policy No. 6040

ROSSMOOR WALL SIGNS

6040.00 <u>Definition and Scope</u>: The District has jurisdiction over and responsibility for the Rossmoor Signature Wall (the "Wall").

6040.10 Principle: The Wall is an important community-owned asset of Rossmoor that enhances the value of the Rossmoor community. As such, every effort shall be made to preserve and protect the beauty and integrity of this asset in order to retain the unique character of Rossmoor while balancing the desire of homeowners and residents of Rossmoor to publicize events and post notices of general interest to the community.

6040.20 <u>Purpose:</u> This Policy establishes clear, readily understandable rules, regulations and procedures for residents and the District to permit the posting of reasonable signs and notices of general interest to the community on the Wall which will minimize damage and preserve this asset and the value it provides to the community. This policy seeks to establish a balance between individual and community needs with regulations intended to control physical damage to the Wall, avoidance of inappropriate signage or notices that create a public nuisance or detract from the value of the community's asset.

6040.30 Policy: The following regulations shall be adhered to by all parties desiring to post signage or notices on the Wall.

6040.40 The Wall.

6040.41 <u>Definition:</u> The Signature Wall runs along the east side of Rossmoor, starting just north of the drainage ditch below St. Cloud adjacent to the Bixby development, extending northward to Hedwig Road. It includes the curbed sections at St. Cloud, Bradbury Road, Rossmoor Way, Orangewood Avenue and Hedwig Road. The Katella Wall runs along the north side of Rossmoor starting just west of Wallingsford Rd. extending 75 feet westerly. (Note: The Katella Wall is private property. However, the owners have granted the District an easement to enforce its sign policy on their wall.)

6040.42 Permitted Signs: Any resident or homeowner of Rossmoor wishing to attach a sign to the Wall shall obtain approval from the District pursuant to Policy 6040.71. No commercial signs shall be permitted on the Wall. No political signs of any type, including candidates for election, shall be permitted at any time. Further, no signs shall contain any material that is slanderous, obscene or discriminatory as defined in applicable law. Except for the preceding express limitations, no request for a sign shall be denied based upon the content of the sign. The intent of this Policy is not to regulate the content of signs but rather, to establish requirements pertaining to the time, place and manner of the posting of signs.

6040.43 Permitted Locations: In order to preserve the beauty and integrity of the Signature Wall, permitted signs may only be posted on the curved portions of the Wall at Hedwig Road, Bradbury Road and St. Cloud as shown on Attachment I. Under no circumstances may any signs be placed on any other portion of the Wall. For the Katella Wall, signs may be posted only on the wall next to the brick veneer.

- **6040.44** Size, Design and Means of Attachment: The signs shall be of professional quality and shall be limited to no larger than the size indicated on Attachment I. No homemade signs will be approved. The only permitted means of attachment are set forth in Attachment I. In no event may nails, screws or other mechanical means of attachment be used, other than the installed grommets as shown in Attachment I.
- **6040.45** <u>Time Limitations</u>: The time for which the sign or notice may be posted shall be indicated on the Sign Permit Approval Form, Attachment II. However, unless otherwise approved by the District, all permitted signs and notices shall be removed by the person(s) posting the sign or notice within one (1) day after the event described on the sign or notice. In no event shall any sign be posted for more than five (5) consecutive days.
- **6040.46** <u>Number of Signs:</u> No more than one sign for a particular event or notice may be posted at any one location and no more than two locations may be utilized by an applicant without the approval of the General Manager. There must be a compelling reason for signs or notices at more than two locations at the same time.
- **6040.50** <u>District Responsibilities:</u> It is the District's responsibility to maintain and preserve the Wall and maintain, preserve and operate the Parks for all of the residents and homeowners of Rossmoor. In that regard, the District has promulgated this policy and will actively inform residents and homeowners of their responsibilities under this policy and how to properly post signage and notices to preserve and protect these community assets. The District shall, as required, see that this policy is properly enforced for the good of the community. Any questions or issues arising under this policy shall be submitted to and resolved by the District.
- **6040.60** General: Any other acts or failures to act relating to signage on the Wall not specifically noted herein, that in the reasonable judgment of the District might significantly detract from the preservation, protection and aesthetic appearance of the Wall is prohibited.
- **6040.70** <u>Procedures:</u> Except as otherwise permitted herein, any homeowner or resident of Rossmoor wishing to post signage or notices on the Wall shall comply with the following procedures.
 - 6040.71 <u>District Sign Approval:</u> For any sign or notice to be posted on the Wall, the Rossmoor resident or homeowner desiring to post the sign shall complete a Sign Permit Approval Form (Attachment II) and submit it to the District office. The form should be submitted at least two (2) business days prior to the date of posting. The General Manager will review the form and the proposed sign for compliance with Policy Section 6040.42, and shall approve, reject or approve subject to changes and inform the applicant of his/her decision. If an applicant disagrees with a decision of the General Manager, he or she can appeal to the Board. The decision of the Board is final. Under no circumstances will a sign be rejected or changes to the content be required due to the content of the sign; provided the content does not violate the limited restrictions set forth in Policy section 6040.42.
 - 6024.72 <u>Application Fee:</u> There is no charge for posting an approved sign. An application processing fee may be charged as called out in Policy No. 6015 Establishment of Fees and Charges for Use of District Parks, Buildings and Facilities.
 - **6040.73** Posting and Removal of Signs: The Sign Permit Approval Form (Attachment II) shall identify the person(s) responsible for posting and removing the approved signs. All signs shall be attached as specified in the approval form and shall be promptly removed on the date indicated in the form. Any sign not removed in a timely manner may be removed by the District. Persons renting District facilities may display temporary signs

during the hours that they are paying rent for a particular facility with the approval of the General Manager.

604.74 <u>Priority of Applicants:</u> Applications for posting of signs or notices may be made no more than six(6) months in advance. Applications shall be processed on a first come, first served basis. Under some extraordinary circumstances this approval may be rescinded for a necessary use by the District as determined by the General Manager, utilizing the following priorities:

- a. District Needs
- b. Rossmoor Homeowners Association
- c. Rossmoor Residents
- d. Other Applicants for Activities of Interest to Rossmoor Residents

Once an application is approved, it will not be voided unless there is a compelling need, as determined by the General Manager, regardless of priority.

6040.75 Enforcement of Policy: The District has the responsibility for enforcing this Policy in an even handed manner. If, however, anyone egregiously or repeatedly violates this Policy, or takes any action endangering the Wall, the District shall have the right, under California Civil Code §3479 and §3480 and Code of Civil Procedure §731, to enforce the provisions. The District shall first provide written notice to the party breaching the provisions and, if the prohibited action is not ceased or cured, as applicable, the District may proceed with filing of a civil action against the offending party.

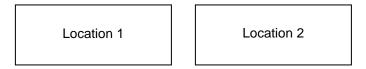
Adopted: Resolution 01-12-11-02

Approved renumbering & format: October 8, 2002

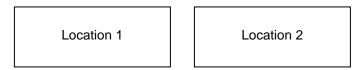
Reaffirmed: May 13, 2003 Amended: June 8, 2004 Amended: June 9, 2009

ATTACHMENT I

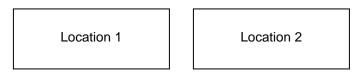
- 1. Permitted Locations:
 - (a) Hedwig Road on the curved portion of the Wall in assigned location as shown:



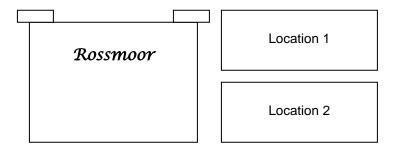
(b) Bradbury Road on the curved portion of the Wall in assigned location as shown:



(c) St. Cloud Drive on the curved portion of the Wall in assigned location as shown:



(d) Katella Avenue at Wallingsford Road on the wall next to the brick veneer in assigned location as shown:



- 2. Maximum size: 3' X 6'.
- Approved Attachment: Signs may be attached using the grommets currently installed on the Wall for signage utilizing bungee cords. Except for he currently installed grommets; no other means may be used to attach signs. Signs may also not be attached with duct tape or any other adhesive material.
- 4. Do not remove any previously posted signs that do not belong to you or your organization. Contact the District office and obtain permission to place your sign over the sign currently in place.

Policy No. 6050

FACILITIES – TENNIS COURTS

- **6050.10** Appropriate Etiquette: All persons playing on or visiting the Rossmoor tennis courts shall use commonly accepted tennis etiquette. All attempts shall be made not to disturb other players. The Rossmoor courts are primarily intended for the playing of games by two or more persons. A reservation does not take effect until two or more persons are present and ready to play.
- **6050.20** <u>Use Limitation For Non-Reservation Players:</u> Court use is limited to one hour for non-reservation players when there are people waiting. This does not mean that someone has to wait one hour, only that the party occupying the court has to surrender the court after one hour of use whenever anyone else appears and wishes to use the court to play or immediately if someone appears with a reservation in hand or posted on the Court Tennis Schedule at the east entrance to the tennis courts.
- **6050.30** <u>Use Limitation For Players With Reservation:</u> Court use for persons making a reservation is limited to a maximum of one and one-half hours (per day on Saturdays, Sundays, holidays and after 3:00 p.m. on weekdays).
- **6050.40** Expiration of Reserved Time: Courts shall be surrendered to the next waiting party when their playing time has expired. When a game is in progress at the time of expiration, play may continue up to a maximum of five (5) minutes to complete the game in progress. No new game, other than the concluding game of a set, should commence with less than five (5) minutes remaining on the allowable playing time.
- 6050.50 Advance Reservation: All reservations must be made no later than 4:00 p.m. PST. for use that evening or 4:00 p.m. on Friday for use that evening or the weekend through Monday at 4:00 p.m. Times during PDT shall be 3:00 p.m. The posting of the Court Tennis Schedule shall be done in a manner so as give proper notice of courts and times reserved. The charge for reservations shall be established by Policy No. 6015 Establishment of Fees and Charges for use of District Parks, Buildings and Facilities.
 - **6050.51** Reservation Limit: No reservations may be made for more than two weeks in advance by residents and one week in advance by non-residents.
 - **6050.52** Method of Payment: Payment for the use of reserved play time may be made at the District office during normal business hours or by placing the fee in an envelope provided at the District's Recreation office, and placing the envelope in the slot on the north wall of the Rossmoor Park Community Center building.
 - **6050.53** Rain Check: A "rain check" or refund may be given, upon request, for a reservation that is not usable due to inclement weather, acts of God or other reasons deemed sufficient by the General Manager. A refund will be given for a reservation that is cancelled no less than twenty-four hours prior to the reserved time.
- **6050.60** Use By A Single Player: A single player may occupy a court for practice so long as it is available and there are no groups of two or more waiting. The court shall be vacated by the single player upon determination that there is a group of two or more waiting to play.
- **6050.70** Challenge Match: A challenge match, that may consist of up to six persons playing doubles, shall occupy a court for no more than two hours when there are persons waiting to play.

6050.80 Appropriate Footwear Required: All players shall use footwear which is appropriate for the hard court surface found at the Rossmoor courts. Such footwear shall not mark, chip, or otherwise damage the surface of the courts.

6050.90 Court Maintenance: The tennis courts will be closed for washing or maintenance each Wednesday morning from 7:00 a.m. to 10:00 a.m.. This provision is in effect even if there is no one actually washing or performing maintenance during this time.

6050.100 Court Reserved For Instruction: Courts may be reserved at various times for use in both private and group classes sponsored by the District. Reserved times will be posted on the reservations board adjacent to the courts.

6050.110 Prohibited Uses on Courts: Tennis courts are for tennis play only. The courts may not be used for other sports, rollerblading or skating, skate boarding, bicycling or any other wheeled device. Courts may not be used for picnicking, barbequing, or any other group activity. Dogs, whether leased or unleashed are not permitted within the tennis court complex. Failure to comply with these restrictions will subject the person or persons to eviction from the courts and the park facility in accordance with Policy No. 6010.60.

6050.120 <u>Tennis Instruction:</u> Tennis instruction by any individual shall not be offered for compensation without a permit approved by the General Manager pursuant to a written agreement approved by the Board.

Adopted: July 14, 1993 Amended: August 6, 1997

Approved renumbering & format: October 8, 2002

Reaffirmed: December 10, 2002

Amended: April 13, 2004 Amended: March 11, 2008 Amended: July 10, 2012

Policy No. 6080

SIGNATURE WALL PRESERVATION/ PROTECTION

6080.10 <u>Definition and Scope.</u> The Rossmoor Signature Wall (the "Wall") runs along the east side of Rossmoor, starting just north of the drainage ditch below St. Cloud adjacent to the Bixby development, extending northward to Hedwig Road. It includes the curbed sections at St. Cloud, Bradbury Road, Rossmoor Way, Orangewood Avenue and Hedwig Road.

6080.20 <u>Principle</u>. The Wall is a major, important community-owned asset of Rossmoor that enhances the value of the Rossmoor community. As such, every effort shall be made to preserve and protect the Wall in order to retain the unique character of Rossmoor and maintain this important community asset.

6080.30 <u>Purpose</u>. This Policy establishes clear, readily understandable rules and regulations for residents and the RCSD to avoid, control and repair damage to and properly maintain and preserve the Wall and the value it provides to the community and to individual homeowners. This policy seeks to establish a balance between individual and community rights where regulations are imposed on individual homeowners only to control physical damage to the Wall or significant loss of community value or benefits.

6080.40 Policy. The following regulations and standards shall be adhered to by all residents and homeowners of Rossmoor to preserve and protect the Wall.

6080.41 Trees and Shrubs. In order to preserve the Wall and protect it from damage, no trees, large or potentially destructive shrubs or vines shall be planted within two (2) feet of the Wall. Further, it is possible that certain trees and shrubs can cause damage to the wall even though planted over two feet from the Wall. It is the resident's or homeowner's responsibility to exercise due care to prevent Wall damage. If damage is caused to the Wall from any tree, shrub or other vegetation planted in the resident's or home-owner's property, it shall be the responsibility of the resident or home-owner to remove the destructive tree, shrub or vegetation, at the resident's or home-owner's expense, and pay for any damage to the Wall caused thereby, unless the resident or home-owner received the prior written permission of the RCSD to plant the destructive tree, shrub or vegetation. All trees, shrubs and vegetation planted prior to the reconstruction of the Wall shall be deemed approved by the RCSD, unless damage is caused to the Wall due to the resident's or home-owner's failure to properly trim and maintain the tree, shrub and/or vegetation. Any tree, shrub or vegetation which was planted with the approval of the RCSD and which subsequently damages or threatens to damage the Wall will be removed at RCSD's expense.

6080.42 <u>Vegetation</u>: Vegetation shall not be onto the street side of the Wall. Heavy growth of vegetation on the resident's or home-owner's side of the Wall shall not be permitted to bear their weight on or against the Wall and shall be removed or trimmed back at the resident's or home-owner's expense.

6080.43 Ground Surface Level: The ground surface level on the resident's or homeowner's property bearing on the Wall shall not be allowed to exceed two feet above the level of the sidewalk or ground surface on the opposite side of the Wall.

6080.44 <u>Structural attachments</u>. In order to maintain the aesthetic appearance and physical integrity of the Wall, no structural attachments or extensions shall be made to the Wall by residents or homeowners.

6080.45 Permitted Signage. Except as permitted in this Section, no signs shall be attached to the Wall. Permitted signs are RCSD signs or RCSD sanctioned signs, such as the Street Sweeping Reminder and the Paper Drive signs. Signs may only be attached on the curved sections of the Wall at Hedwig Road, Bradbury Road and St. Cloud. Organizations wishing to post community special event signs must obtain a permit from the RCSD office. This will allow staff to know who are the responsible parties, when the sign is to be posted and when it will be removed. Signs shall be removed no later than one (1) day after the event. No personal signs, commercial signs or signs promoting any event for private profit shall be permitted o the Wall. Signs may not contain any material that is slanderous, obscene or discriminatory. The RCSD shall have the right to remove any signs from the Wall that do not comply with this Policy.

6080.46 <u>Defacing the Wall</u>: Except as permitted in Section 5, attaching signs, painting, defacing or otherwise altering the visual appearance of the Wall is specifically prohibited and could constitute a criminal offense.

6080.47 Notice: Since major damage to walls often happens over a period of time, such as gradual settling, tree root uplifting or earthquake cracks, it is the policy of the RCSD to encourage all residents and home-owners to promptly report to the RCSD any damage to or threatened damage to the Wall or any violations of this Policy.

6080.48 <u>RCSD</u> <u>Responsibilities</u>: It is the RCSD's responsibility to maintain and preserve the Wall for all of the residents and homeowners of Rossmoor. In that regard, the RCSD has promulgated this policy and will actively inform residents and homeowners of this policy, their responsibilities under this policy and how to preserve and protect the Wall. In addition, the RCSD shall have its staff, volunteers and others periodically inspect the Wall to maintain its visual appearance and structural integrity. The RCSD shall, as required, see that this policy is properly enforced for the good of the community.

6080.49 <u>General</u>: Any other acts or failures to act not specifically noted herein, that in the reasonable judgment of the RCSD might significantly detract from the preservation and protection of the Wall is prohibited. Note, any trees, shrubs or vegetation that extends over the Wall onto the street side of the Wall may be subject to the additional jurisdiction of the cities of Los Alamitos or Seal Beach or of Orange County.

Adopted: Resolution, July 10, 2001 Amended: February 19, 2002

Approved renumbering & format: October 8, 2002

Reaffirmed: May 13, 2003

AGENDA ITEM H-1

Date: December 10, 2013

To: Honorable Board of Directors

From: General Manager

Subject: SECOND AMENDMENT TO LANDSCAPING SERVICES

AGREEMENT

RECOMMENDATION:

Authorize General Manager to execute a second amendment to Professional Services Agreement with ValleyCrest Landscaping Services, Inc. to provide landscaping services for the District's parks and other facilities.

BACKGROUND:

Landscaping services for the District are currently provided by ValleyCrest Landscaping Maintenance. The current term of the Agreement is for two years with an option for three (3) one (1) year extended terms. The original term expired in December, 2012.

Attached is an Extended Term Professional Services Agreement which contains the contractor's proposal providing landscaping services for an additional year. The service provided by ValleyCrest has been of good quality and the pricing has been competitive. The General Manager has met with ValleyCrest and they have agreed to maintain their original bid price of \$70,800 per annum. Their staff provides adequate work hours for a level of service commensurate with Rossmoor's community standards.

ATTACHMENTS:

- 1. Proposal for Landscape Management Services dated November 7, 2013 from ValleyCrest Landscaping Services, Inc.
- 2. Amendment No. 2 to Professional Services Agreement- ValleyCrest Landscaping Services, Inc.



10/9/2013

1960 S. Yale St.

Santa Ana, Ca 92704

tel:714-546-7843

fax:714-546-7295

PROPOSAL FOR LANDSCAPE MANAGEMENT SERVICES

for

Owner/Client: Rossmoor Community Services District

Client Address: 3001 Blume Drive, Rossmoor, CA 90720

Job Name: Rossmoor Commun ity Services District

Job Location: 3001 Blume Drive, Rossmoor, Ca 90720

We appreciate the opportunity to propose to you how ValleyCrest Landscape Maintenance, Inc., can help you enhance the quality of your landscape. Our team is committed to integrating the specific landscape needs of your property with your service expectations and budget considerations. Giving careful consideration to the individuality of each landscape, ValleyCrest Landscape Maintenance, Inc., provides competitive pricing, which may include landscape maintenance, irrigation, tree care, and seasonal color programs. Our Proposal includes Scope of Work, Practical Specifications for Landscape Management and General Terms and Conditions.

An effective landscape management program is sustainable and provides value. We are confident that your property would benefit greatly from our efforts to create beauty in the appearance of your landscape while our operational efficiencies create value to your budget.

We hereby propose the following for your review:

Exterior Landscape Management

Client's Service Initials Base Management Price Sales Tax	Service	Price Per Year	Price Per Month \$5,900.00	
	Base Management Price	\$70,800.00		
	Sales Tax	\$0.00	\$0.00	
	Total Base Management Price	\$70,800.00	\$5,900.00	

Additional Services

Client's Initials	Category	Service	Frequencies Per Year	Service Price Per Occurrence	Sales Tax	Total Price Per Year
	Total					

Billing for additional services will be invoiced upon installation.

Extra Services Included in the Base Contract

Additional scope of services that have been included in the base management price include the following:

All site locations except Rossmoor Way Medians and Triangle

ValleyCrest Landscape Maintenance, Inc., agrees to furnish all Horticultural Supervision, Labor, Equipment, Materials and Transportation, as described hereinabove, necessary to maintain the landscape per the above and per the attached Practical Specifications for Contract Landscape Management and the General Terms and Conditions.

This proposal is withdrawn unless executed and received within 30 days of the date of this document.

Period of Service Agreement

This agreement shall be in effect for the period stated: <u>November 1, 2013</u> to <u>October 31,2014</u>. Unless terminated pursuant to Article IV of the General Conditions, at the expiration of the initial term, this Agreement shall be automatically extended on a month-to-month basis.

You should receive your first invoice within 30 days of our service commencement date, and can expect to receive them monthly thereafter by the 10th of each month. All billings are due and payable 15 days following the date of the invoice. Owner/Client agrees to pay any and all cost incurred by ValleyCrest Landscape Maintenance, Inc., in the collection of the same.

If our proposal meets with your approval, please initial the services in the block provided for each item selected indicating that you are authorizing that service and sign both originals below. Return one fully executed original to our office, and retain the second original for your files. This proposal, including the attached Practical Specifications and the General Terms and Conditions, together are the Service Agreement.

Again, thank you for the opportunity to submit this proposal. We look forward to serving as your landscape management professionals.

Sincerely. ValleyCrest Landscape Maintenance, Inc. Christopher Holland Account Manager Client Approval: Client/Owner Contractor: Rossmoor Community Service District ValleyCrest Landscape Maintenance, Inc. 1960 S. Yale St., Santa Ana, Ca 92704 By: Signature Print Name & Title VCLM Branch Manager Date: 10-9-13 Date:

PRACTICAL SPECIFICATIONS FOR CONTRACT LANDSCAPE MANAGEMENT

I. Scope of Work:

Contractor shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein.

The scope of our services shall be based exclusively on those items approved and initialed on Page One (1) of our Proposal document.

II. Lawn Care:

A. Mowing and Edging:

Lawns shall be mowed more frequently during the active growing season and as needed during other seasons. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticulturally correct for the turf variety taking into account the season.

Clippings shall not be caught and removed from lawn area unless they are lying in swaths which may damage the lawn.

Edges shall be trimmed to maintain a neat appearance.

B. Fertilization:

Lawns shall be fertilized as warranted with a commercial fertilizer. The number of applications will be dependent on the type of nitrogen used and the type of turfgrass.

C. Disease control:

Disease control is maintained through proper fertilization, mowing and water management. In the event that disease problems occur Contractor will use treatments to stop or slow progression of disease. This program does not include the prevention of disease with weekly or monthly applications of disease control products although such protection is available at substantial additional cost.

Disease caused by infestation of nematodes (microscopic round worms that feed on roots) is not included. Currently, there is no effective nematode control product registered for use on landscapes. Contractor will recommend additional treatments and procedures to minimize damage should nematodes become a problem. These treatments will be provided at additional cost. Nematode control is available for some sports turf locations and will be quoted separately if required.

D. Insect control:

Contractor will provide control of turf damaging insects using Federal and State registered insect control products as needed to prevent or mitigate turf damage. These treatments do not include the prevention of fire ant infestation which is available at added cost.

E. Weed control:

Contractor will use proper fertilization, mowing and watering practices to promote the growth of weed resistant turf. Additionally, applications of pre and postemergence weed controls will be applied at times if warranted to control weeds without damaging desirable turf. Recent changes in Federal regulations have resulted in our loss of ability to selectively control some weeds including crabgrass when they are present in St Augustine. The only control of these weeds is to treat infested turf with non selective products such as Roundup. These treatments require the resodding which will be quoted at additional charge.

III. Ground Cover Area/ Shrub Areas:

A. Edging:

Edge ground cover as needed to keep within bounds and away from obstacles.

B. Pruning:

Shrubs shall be pruned only as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or diseased wood. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill.

C. Weed Control:

Keep beds reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective post-emergent/contact herbicides.

Pre-emerge: This type of control should be used only if a known weed problem warrants its use.

Post-emerge: Control broadleaf weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

D. Fertilization:

Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material.

E. Fungicide:

Apply recommended, legally approved fungicides to control disease-causing damage to ornamentals if warranted.

F. Pesticide.

Apply recommended, legally approved pesticides to control insects causing damage to ornamentals if warranted.

G. Control of imported pests:

Certain locations in the United States have a record of accidental introduction of pests from other countries. These imported pests can be very damaging and difficult or impossible to control with available products. Where such pests become a problem Contractor will recommend the most cost effective alternatives for pest mitigation. Such recommendations may include plant replacement or intensified treatment schedules that may require additional cost to the customer.

IV. Slope Care: < Insert if applicable or not>

A. Edging:

Edge as needed to keep plant material within bounds and away from obstacles.

B. Weed Control:

Maintain slopes so they are reasonably free of weeds. Use recommended, legally approved herbicides to control weed growth in open areas whenever possible, and if necessary. Avoid soil cultivation to maintain pre-emergent herbicide effectiveness and root health.

Pre-emerge: This type of control should be used only if a known weed problem warrants its use.

Post-emerge: Control broadleaf weeds with selective herbicides.

The chosen chemical will be recommended and legally approved for the specific weed problem.

C. Fertilization:

Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material.

D. Fungicide:

Apply recommended, legally approved fungicides to control disease-causing damage to slope area when necessary.

E. Insecticide:

Apply recommended, legally approved pesticides to control insects causing damage to slope area when necessary.

V. Tree Care:

A. Pruning:

Height limitation for tree pruning covered in the specification is 12 feet. On trees over 12 feet in height only low-hanging branches that present a hazard to pedestrian or vehicular traffic will be raised. Trees under 12 feet are scheduled to be pruned in the winter months except for safety-related pruning, which will be done only if necessary. Evergreen trees under 12 feet shall be thinned out and shaped only if necessary to minimize wind and storm damage.

B. Staking:

Stakes are to be inspected and adjusted or removed as necessary. When trees attain a trunk caliper of 4" or substantial root development stability, removal will be discussed with client.

VI. Mulched Areas/ Granite Areas: < Insert if applicable or not>

Mulched or decomposed granite areas will be inspected on our days of service. Weeds and grasses shall be controlled with recommended, legally approved herbicides only if necessary. In those areas with excessive mulch build up alternatives will be discussed with the client.

VII. Irrigation System: < Insert if applicable or not>

Watering shall be scheduled with automatic controllers to supply quantities and frequencies consistent with seasonal requirements of the plant materials in the landscape. In some circumstances, water scheduling may be limited by local watering restrictions.

Where practical, watering shall be done at night or early morning if the system is automatic, unless notified otherwise by the owner.

Any damages to the irrigation system caused by the Contractor while carrying out maintenance operations shall be repaired without charge. Where practical, repairs shall be made within one watering period.

Faulty equipment, vandalism or accidental damage caused by others shall be reported promptly to owner. Cost of labor and material to perform repair is an extra and shall be paid for by the owner upon authorization.

Whenever possible, owner's representative shall be instructed on how to turn off system in case of emergency. Our office is to be advised at once or by next business day.

If the Contractor is required to make emergency repairs or adjustments other than regularly scheduled visits, a minimum charge will apply.

VIII. Debris Cleanup:

All landscape areas shall be inspected on days of service and excess debris removed. Gardening debris, generated from our work, shall be removed from paved areas on days of service. This excludes leaf fall pickup from parking areas, sidewalks, pools, etc.

IX. Bio-Hazards:

Contractor shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards on the Owner/Client's property. This includes, but is not limited to, items such as hypodermic needles (Sharps/needles) will not be handled by the Contractor's employees at any time), condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids. Contractor shall only be obligated to report/communicate any observations of potential bio-hazards to the Owner/Client for their appropriate removal by others, unless previously arranged by the Owner/Client and Contractor.

GENERAL TERMS AND CONDITIONS

1. Contractor's Responsibility:

The contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein.

Contractor reserves the right to renegotiate the contract when price or scope of work is affected by changes to any local, state, or federal law, regulation or ordinance that goes into effect after the Agreement is signed.

A. Workforce:

Contractor shall designate a qualified representative with experience in the services being provided. The workforce is to be personably presentable at all times. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents, and authorized to work in the United States.

B. Materials:

All materials shall conform to bid specifications. Contractor will meet all Agricultural licensing and reporting requirements.

C. Licenses and Permits:

Contractor to maintain a Landscape Contractor's license, if so required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.

D. Taxes:

Contractor agrees to pay taxes applicable to its work under this contract, including sales tax on material supplied where applicable.

E. Insurance:

Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or owner/client.

F. Liability:

It is understood and agreed that the Contractor is not liable for any damage of any kind whatsoever that is not caused by the negligence of the Contractor, it's agents or employees.

G. Subcontracts:

Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

H. Invoicing:

Contractor will submit monthly service invoices for the amount set forth under the prices and terms shown on page 1 of this Agreement. Any services rendered, that are in addition to or beyond the scope of work required by this Agreement shall be separately billed.

II. Owner's/Client's Responsibility:

A. Utilities:

All utilities shall be provided by the Owner/Client.

B. Access to Jobsite:

Owner/Client shall furnish access to all parts of jobsite where Contractor is to perform work as required by this Agreement or other functions related thereto, during normal business hours and other reasonable periods of time, and in the case of after hours emergencies.

C. Payment:

Owner/Client shall review invoices submitted by Contractor and payment shall be due fifteen (15) days following the date of the invoice and delinquent if not paid by that date. Contractor may cancel Agreement by giving seven (7) days written notice for nonpayment, after the payment is delinquent.

D. Notice of Defect:

Owner/Client shall give Contractor at least seven (7) days written notice to correct any problem or defect discovered in the performance of the work required under this Agreement. Contractor will not accept any deduction or offset unless such written notice is given.

III. Other Terms:

The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other.

IV. Termination:

This agreement may be terminated by either party with or without cause, upon thirty (30) days written notice to the other party. This agreement may be terminated by the Contractor for non-payment by Owner/Client, upon seven (7) days written notice as stated above. Either party shall be entitled to cure any deficiencies of performance or payment within seven (7) days of being notified of deficiency(s). If the Owner/Client makes payment in full within seven (7) days of receipt of the written notice, the grounds for termination shall be deemed cured. If Contractor corrects the deficiency identified in the written notice within seven (7) days of receipt of the notice, or if the deficiency is of such a nature that it cannot reasonably be corrected within seven (7) days and the Contractor commences a good faith effort to correct the deficiency within seven (7) days of receipt of notice, the grounds for the termination shall be deemed cured.

For the convenience of Owner/Client only, the monthly charge under this contract is an average of the total charge for all work to be performed under the contract divided by the number of calendar months included in the payment period of the contract. In the event this contract is terminated early by either party, the Contractor shall be entitled to recover his unrecovered costs incurred through the date of termination, including a reasonable amount of overhead and profit, and any amount in excess of the monthly charges paid by the Client through the date of termination. This is because substantial portions of the work for the year, may be performed in the early months of each year of the contract including potentially significant mobilization costs in start-up and the cost of the work will not be fully recovered by the Contractor until all monthly payments under the contract have been received.

End

AMENDMENT NO. 2 TO AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES BETWEEN ROSSMOOR COMMUNITY SERVICES DISTRICT AND VALLEY CREST LANDSCAPE MAINTENANCE, INC.

This Amendment No. 2 ("Amendment") to the Professional Services Agreement for landscape maintenance services is made and entered into this 10th day of December, 2013 by and between the Rossmoor Community Services District ("District") and ValleyCrest Landscape Maintenance, Inc. ("Contractor").

RECITALS

WHEREAS, on December 14, 2010, District and Contractor entered into Professional Services Agreement for landscape maintenance services (the "Agreement");

WHEREAS, the Agreement is set to expire on December 13, 2013;

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

WHEREAS, at the December 10, 2013 regular meeting of the District's Board of Directors, the Board voted to authorize the General Manager to execute an amendment providing for a one-year extension of the Agreement;

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

- 1. The term of the Agreement is hereby extended to and through December 13, 2014.
- 2. All terms and conditions of the December 14, 2010 Agreement that have not been amended by this Amendment shall remain in full force and effect.

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

ROSSMOOR COMMUNITY
SERVICES DISTRICT

VALLEY CREST LANDSCAPE MAINTENANCE, INC.

By:		By:	
J	James D. Ruth General Manager	·	Joseph Controneo Branch Manager

AGENDA ITEM H-2

Date: December 10, 2013

To: Honorable Board of Directors

From: General Manager

Subject: REQUEST FOR LONG-TERM USAGE OF RUSH PARK

AUDITORIUM, EAST AND WEST ROOMS

RECOMMENDATION:

Authorize General Manager to approve User Permit for long-term use of District facilities by the GOND Community Church.

BACKGROUND:

At your June 11, 2013 Regular Meeting, the Board approved a long-term request for use of District facilities by the GOND Community Church. Due to the possible impact of a permit which would utilize those facilities on a continuous weekly basis on days and hours in close proximity to other long-term users, the Board conditioned its approval for a six- month trial basis. Board policy limits long-term usage to six or twelve months, with an annual renewal and notification to the Board if long-term use is ongoing.

The purpose of the trial period was to determine if the granting of the User Permit would result in any adverse impact on the public's demand for use of these facilities by other users. There has been no adverse impact and staff is recommending approval of a twelvemonth User Permit.

ATTACHMENTS:

- 1. Facility Use Application and Special Use Application.
- 2. Policy No. 6020—District Facilities—Long- Term Use.



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APPLICATION FOR FACILITY USE PERMIT

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

Rush Park Auditorium Rush Park Kitchen	Rush Park East Room	Rush Park West Room
Rossmoor Park Community Room Rossmoor Park K	Kitchen Montecito Center Pic	cnic Area (Reservations by Residents Only)
Athletic Field(w/facility) Special Use (Attach Special Use	Application) Other (Please Specify)	
ROSSMOOR RESIDENT: YES NOW	* Facility and Field Brochures and Us	er Procedures can be viewed on our website
Facility/Park Site: 1st Choice Auditorium	2nd Choice	
	nmunity Chur Email:	-11 - 1
If Organization: 501 (C) (3)	Private for Prof	fit J
Responsible Person/Representative: Brian +	tun	
Address: 4831 Cathy Ave.	City: Cypress	Zip: 90630
Telephone: Home: Cell:	.Work:	Fax:
	vent (Guest Arrival)	
Start Time! 12 pm End		Total Hours Requested: 5
(Applicant must include set-up/decorating time and clean-up t	ime.)	
Name of Event: Worship Service	Type of Event: Cho	orch
For birthday/graduation party, indicate age of celebrant:	(Attendants are assigned as required at the	
	and under) 25 = Total (60	The steer of the breakey
33	23 60	
Please answer all questions correctly. Unanswered quest	tions may delay your request.	/
Is the event open or advertised to the public?		Yes No V
2. Is this a car club?		Yes No M
Is this a fundraising/revenue producing event? A Will the archive a strict of the second strict of the secon		Yes No W
Will there be soliciting or selling of any kind?		Yes No No
If YES on items 1, 2, 3, or 4 please also com	plete items 17-30 on pages 3 & 4 /S	inecial lise information)
5. Is this an organized group, such as a club, school or bus	innee?	
6. Will there be a caterer to provide the food for your event?		Yes No No Yes No No M
7. Will this event be having some type of music?		Yes No M
Please check: Live Band Disc Jockey A	mplified Music P.A. System Radio	
Please note that some facilities may not allow music		
8. Will there be dancing?		Yes No No
Please note that teen (13-17) years old) parties will be red	quired to have an attendant.	

No more Fridays

									11		
9	Will you re	equire use of the stac	je?					Ye	s P	No 🗀	
10.		notify the District offi vent be advertised pr				our event.		Ye	e []	No M	
H.J.	Please ch		Newspaper							1.0	
11.		be any type of displa			1?			Ye		No.	
12		e displaying or judgir						Ye		No No	
13							Ye Ye		No No		
14	Animal ch	nows will require a pe	rmit from Anin	al Control an	d prior approva	al from the Ge	neral Manager	16	97	110 10	-
15	Will you b	e having a bouncer/r	noonbounce?	Only on desi	gnated areas/F	Requires \$1 m	illion insurance	policy) Ye	s []	No 1	
	Name of a	authorized bouncer/n	noonbounce co	mpany (Refe	er to attached li	isting):	-				
16.	Please a. b.	read and initial of Setup/clean-up/rem prior to the time soft be refunded to the All permittees will be	noval of decora neduled on you applicant if the	tions will be to r User Permit facility is left.	he responsibili t. Non complia clean and free	ity of the group ince of this pol of damage.	. Please include cy will cause fo	e this in you rfeiture of t	he refundabl	le security dep	not be given access osit. The deposit will ser Permit
	C_	If group is an organ	ization, issue i	efundable de	posit check to						
	d. 6. f. g. h. i. j. k. m.	Parking will only be Gambling is not allot The use of candles Other permits may Law Enforcement is use and forfeiture of Applications must be of your driver's licer for in full and in cas subject to availability Submission of the or Reservations can of deposit of \$175 if be Fee is due for all Permittee must signays after the reservacied and you is canceled and you is canceled and you is careful permittee.	etc. Groups a cohol or substa d cancellation of allowed in described on Rossr is not allowed be required dentervention due from the received at lease and a most of facility and completed form the facility and completed form the facility pervation was may will be refunded the facility pervation was may be formatted the facility pervation was may will be refunded the facility pervation was may be formatted the facility pervation was may be fore	are responsib noce abuse is of your event signated area noor Commu- inside any re- pending on the to violation in g fees and se- east 15 work three area to se- pending to se- pending to se- pending to se- tending to se- pending to se- to	le for providing not allowed on at time of infra is. No parking on the type of ever of rules and recounty deposit ing days prior ty bill. Requests in 10 working distance. Submit \$20 User Perm or any other altern along with the rule the signed less the applicitations must be	g additional table any District paction, on grass or was District propertions (i.e. ABC, Higulations will repaid to the date of 1 made 10-14 mays but no less the facility/date, to the complete int Fee if booking ernative is not the balance of dispermit and by table service fee made at lea	es and chairs a roperties. Violat alkways. es ealth, Charitable nean cancellation he event. To averting days progress than 5 working dapplication for a reserveable available your other payment with alance payment es.	e Solicitation of the Rail of the erg days may lifted if the firm along we picnic site deposit will him the during the region of the ergon of the er	en.) and may incosemoor reservent must be be accommacility is not tith the a \$20 be refunded a date indicate by the	ur additional di idence fee, ple made in perso iodaled on a ca available User Permit F e and/or ball fie to you within ted on the perm e due date, you	harges, affect luture ease attach a copy on and all fees paid ase by case basis, fee and initial ald, \$20 User Permit 7-14 business days.
	p. q.	Cancellation Policy	Applicable predent the time of the availability assessed a perdue to damage in the form of common and the form	ocessing and f the original of facility an mit change fe to the facility each or check	d cancellation for reservation mund staff. Change see of \$20.00 aft or due to law and deposits a	ees will be wit ust be made fo es made to the ter the second enforcement in and fees for re	nheld by the Dis r a minimum of a dates, times, n occurrence. htervention arisi servations made	one hour a number of a (in ng from the e within 14	nd must be r attendees, et itial) group's eve working day	made at least 1 c. after the per ent will be billed s or less must	to the group.
	or during t facilities a	icant provides false info the event at the discrett and may incur additional	rmation such as on of the District District charges	purpose of av Staff and may	ent, names & ad result in forfeitur	ddresses of ever re of fees and de	it holder(s), numb posits and/or den	er of person nal of curren	s in attendanc Land future ar	e, etc., the even oplications for us	e of Department
	governing	at I have read and under the use of the facility and provided or violation of	nd will be respon	sible for any da	amages to the fa	acility furniture	or equipment caus	sed by our c	ocupancy of th	ne facility. Lunde	oy the purcies instand that nay false
	Signatur	re of Applicant:	10	m	no			Date:	11/26	5/13	
		re of District Officia		Q				Date:	11/2	7/13	
		Manager Approva		0				Date:			
	General	i wanayer Approva	(ii required)	2				T MOIG.			



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

	swer all the questions and			
17. Event Date(s):	y sunday 5/14 - 12/28/1	/Y Time: 12 P	im - 51	pm
8. Set up Date(s)/Time:				
19. Break Down Date(s)/Time:				
20. Estimated No. of Attendance:	Participants 50	Spectators_	. 8	Staff
	Participants	Spectators		Staff
21. How will the event be advertised?		levision, etc.) Pleas	e describe.	
	vertisement	The state of the s		
22. Will monies or donations be collected if yes, please explain types of fees23. How will the funds generated by the	s or charges and amounts.	Yes	No	
	N/A			
 Will food or merchandise be sold of 		Yes	No	
f yes, anticipated number of food vend	ors: Antic	cipated number of m	erchandise ven	dors:
 Will food or merchandise be given Please explain. 	away for free?	Yes	No	
26. Will you require electricity for any	portion of your event?	Yes☑	No.	
If yes, please explain in detail what the	electricity will be used for and	how it will be provid	ed. (Electricity i	s only available in certain areas)
27. Will any temporary structures or e	quipment be brought to the site	e for the event? (Sta	ges, fencing, ge	enerators, lighting, sound system, seating
bleachers, tents, booths, portable	toilets, etc.)	Yes	No	
If yes, please describe in detail and atta	ach site plan. Tent/Canopies la	arger than 10 x 10 n	eed special per	mits and approval.

28.	Will the event include music or	amplified cound? (A.A. gustern live reveals a second of the St. L. L. V. F.	V 6
29.		amplified sound? (P.A. system, live music, recorded music, DJ, etc.) Yes very performance, please include names of performers.)	NoLI
	in just cooking the detail. (If the	penormanice, please motide names of penormers.)	
30.	Please provide any additional in moonbounces, etc.)	nformation concerning the scope of your event not addressed above. (i.e. carnivals, gar \mathcal{N}/\mathcal{P}	me booths, animal rides.
31.	If you answered "Yes" to questi	ions 1 through 3, the following are additional permits or approvals required from other	Outph/Dietrick
	Departments depending on the		Journy/ Wolfriet
	a. O.C. Fire Authority	-For tent/canopy, open flame or site plans	
	b. Health Department	-Food Permit from Environmental Health Division	
	c. Sheriff's Department		
	d. Public Service	-Barricades/cones and "no parking" signs	
The	proposed event may require add	ditional review, approval, permits, licenses and/or inspections from other City departme	ents. I understand that
		information on this application, the event may be canceled prior to or during the event	
		e, and will result in forfeiture of fees paid, deposits and/or denial of current and future a	
	trict facilities and may incur additi		periodicino for acc of
Lan	n authorized to sign on behalf of	the applicant/organization. I hereby certify that to the best of my knowledge and belief	the above statements are
		t for any loss or damage caused by this usage and to hold the District safe from any lia	
		be present throughout the activity and will be responsible for the adherence to regulation	
	lities.		
Nan	ne (Please Print)	Organization: GOND	
			-1.7 4.1.32
Sigi	nature:	Title Secretary Da	ite 11/26/13
		FOR DEPARTMENT USE ONLY	
		FOR DEPARTMENT USE ONE!	
Rec	elived by:	Date:	11/27/13
Gen	neral Manager Approval:	Date:	
Proc	cessed by:	Date:	

Rossmoor Community Services District

Policy No. 6020

DISTRICT FACILITIES – LONG-TERM USE

6020.10 Long-Term Use Defined: Long-term use shall be limited to between six and twelve months. User Requests which do not exceed four days in each month and four hours in each day may be authorized by the General Manager. The use of fields shall not exceed 6 consecutive calendar months. User Permits which exceed these limitations will require Board approval.

6020.20 Community Benefit Required: Long-term use of District facilities will be authorized only when there is a benefit to the community.

6020.30 <u>Use Greater Than 12 Months:</u> The fixed period of time for long-term use shall be no more than twelve calendar months. Use beyond this time period will require the filing of a new application and approval consistent with the original approval criteria. The General Manager shall notify the Board of each renewal of a long term use request after the first year.

6020.40 <u>User Fees and Deposits:</u> See Policy No. 6015 Establishment of Fees and Charges for the Use of District Parks, Buildings and Facilities for the long-term use of District facilities.

Adopted: September 14, 1994

Approved renumbering & format: October 8, 2002

Reaffirmed: December 10, 2002 Amended: July 13, 2004 Amended: August 12, 2008