

# ROSSMOOR

COMMUNITY SERVICES DISTRICT



## Regular Meeting of the Board Agenda Package

**March 12, 2013**

PUBLIC COPY

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

**REGULAR MEETING**

RUSH PARK  
3021 Blume Drive  
Rossmoor, California 90720

**Tuesday, March 12, 2013**

**7:00 p.m.**

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**A. ORGANIZATION**

1. CALL TO ORDER: 7:00 p.m.
2. ROLL CALL: Directors Coletta, Casey, Kahlert, Rips,  
President Maynard
3. PLEDGE OF ALLEGIANCE
4. PRESENTATIONS:
  - a. District Manager Robert Hanford, Golden State Water Company: General Information for the Residents of Rossmoor

**B. ADDITIONS TO AGENDA - None**

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

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

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

**C. PUBLIC FORUM**

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

**D. REPORTS TO THE BOARD-None**

**E. CONSENT CALENDAR**

1. MINUTES:

a. Regular Board Meeting of February 12, 2013.

2. JANUARY 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. 13-03-12-01 REJECTION OF GOVERNMENT CLAIM.

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

**H. REGULAR CALENDAR**

1. ADOPTION OF FY 2013-2014 BUDGET CALENDAR

2. FIRST READING OF PAPERLESS AGENDA PROGRAM POLICY

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

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

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

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

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

**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*

**J. BOARD MEMBER ITEMS**

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

**K. CLOSED SESSION - None**

**L. ADJOURNMENT**

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

*Please contact the District Office at (562) 430-3707 at least forty-eight (48) hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis. Pursuant to Government Code Section 54957.5, any writing that: (1) is a public record; (2) relates to an agenda item for an open session of a regular meeting of the Board of Directors; and (3) is distributed less than 72 hours prior to that meeting, will be made available for public inspection at the time the writing is distributed to the Board of Directors.*

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

**CERTIFICATION OF POSTING**

I hereby certify that the attached Agenda for the March 12, 2013, 7:00 p.m. Regular Meeting of the Board of Directors of the Rossmoor Community Services District was posted at least 72 hours prior to the time of the meeting.

ATTEST:

Chris Montana

Chris Montana  
General Manager

Date 3 / 6 / 13

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM A-4 a.**

**Date:** March 12, 2013  
**To:** Honorable Board of Directors  
**From:** General Manager  
**Subject:** INFORMATIONAL PRESENTATION FROM GOLDEN STATE WATER

**RECOMMENDATION:**

Receive presentation.

**BACKGROUND:**

The report reflects the order of presentations for your Regular March Meeting of the Board. Mr. Robert Hanford, District Manager of the Golden State Water Company will provide general information for the residents of Rossmoor.

- a. Mr. Robert Hanford of the Golden State Water Company.

**ATTACHMENTS:**-None

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM E-1a.**

**Date:** March 12, 2013  
**To:** Honorable Board of Directors  
**From:** General Manager  
**Subject:** MINUTES: REGULAR MEETING OF FEBRUARY 12, 2013

**RECOMMENDATION:**

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

**BACKGROUND:**

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

**ATTACHMENTS:**

1. Minutes-Regular Meeting of February 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, February 12, 2013**

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**A. ORGANIZATION**

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

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

**3. PLEDGE OF ALLEGIANCE**

**4. PRESENTATIONS:**

**a. OCSD Juliana Webb: Annual/Quarterly Crime Statistics**

Deputy Webb reported that there had been an area wide increase in burglaries; many of which were “smash-and-grab” vehicle burglaries and home burglaries using the distraction method. She recommended residents call law enforcement whenever they observe any suspicious activity and also if they see anyone going through the garbage on trash day. Many burglars use this as a distraction method to case residences. She stated that there is an Orange County Ordinance prohibiting the removal of recyclable materials from the trash. Discussion ensued relative to crime statistics, crime in surrounding communities and future reporting software capabilities. Deputy Webb stated that similar crimes were also occurring in nearby communities and were not specific to Rossmoor. The report was received and filed.

**b. President Michael Maynard: Proclamation Weaver Elementary School**

**THIS ITEM WAS POSTPONED TO A LATER TIME ON THE AGENDA UPON  
THE ARRIVAL OF WEAVER SCHOOL PRINCIPAL ERIN KOMINSKY**

**B. ADDITIONS TO AGENDA—None**

**C. PUBLIC FORUM**

Eagle Scout Michael Williamsen reported on his proposal to replace the foliage and landscaping at the Rossmoor triangle location with drought resistant plants and materials.

He stated that his Xeriscape solution would eliminate the need to replace the existing irrigation box thereby saving the District considerable expense.

President Maynard stated that he used to be an Eagle Scout himself and was in support of the project. He referred Mr. Williamsen to staff for further research and development and requested that the item be brought back to the Board for its consideration at a later date.

LAGSL Neighborhood Liaison Chad Stewart reported to the Board on the upcoming Spring Ball Season. He stated that softball registration is down, but the league was doing well overall. He had comments relative to the League MOU, stating that so far there were no issues with neighbors and no complaints.

Dorothy Fitzgerald announced the upcoming RHA-sponsored Contractors State License Board Meeting on Thursday, February 21<sup>st</sup> from 7 to 9 p.m. in the Rush Park Auditorium.

Beverly Houghton reminded the community about the upcoming Rossmoor Community Festival on Sunday, May 5<sup>th</sup> at Rush Park. She stated that there would be great food and activities, the We Care High Heel Dash, car show and the dog parade. She added that vendors who wished to apply could do so via the Rossmoor Homeowner's Association website.

#### **D. REPORTS TO THE BOARD**

##### **1. ADDITIONS TO FY 2012-2013 CAPITAL IMPROVEMENT PROJECT LIST**

Recommendation for discussion and possible action on the report of the Public Works/CIP Committee recommending revised project list and proposed inclusion in the Mid-Year Budget Adjustment.

General Manager Chris Montana reported that the Public Works/CIP Committee met on January 22, 2013 to review the current state of the District's FY 2012-2013 CIP project list and Fund 40 budget. The Committee discussed the addition of three new projects to the Project List. These included the Rossmoor Park Remote Lighting Project at an estimated cost of \$8,500, the Paperless Agenda/iPad Project at an estimated cost of \$5,279, and the Security Cameras Project, with a To-Be-Determined estimated cost. Discussion ensued relative to said projects. President Maynard and Director Kahlert had questions relative to the paperless agenda cost analysis and return on investment chart. Director Casey had questions relative to Bring-Your-Own-Device options. Administrative Assistant Liz Deering stated that after the first year, the District should see a significant cost benefit if the paperless solution is adopted. She also recommended the District purchase the tablet devices for uniformity and security reasons and enact a strong policy prior to the purchase. She recommended that District devices be used solely for work-related purposes; keeping personal data separate. Director Coletta had questions relative to security cameras and funding options.

Motion by Director Coletta, seconded by Director Rips to accept the revised project list of the CIP Committee and proposed inclusion in the Mid-Year Budget Adjustment. Motion passed 5-0. The report was received and filed.

## **2. COMMITTEE REPORTS RE: FY 2012-2013 MID-YEAR BUDGET ADJUSTMENTS**

Recommendation for discussion and possible action on the recommendations of the Budget and the Public Works/CIP Committees recommending approval of FY 2012-2013 Mid-year Budget Adjustments.

General Manager Montana reported that, in accordance with policy, the Budget Committee met on January 31, 2013 to review the current state of the District's Budget and make recommendations to the Board regarding Mid-Year Adjustments. The committee recommended the following:

1. Authorize General Manager to make adjustments to Funds 10, 20 and 40 budgets to account for estimated increases/reductions in expenditures and/or revenue and accepted recommended adjustments to the above Item D-1 CIP project list, as detailed in the adjusted budget report provided in the agenda packet.

Regarding the recommendations of the District's Auditor for inter-fund transfers, the Committee made the following inter-fund adjustments: Transfer \$240,000 from Fund 20 to Fund 10 as unpaid administrative costs associated with management of the Bond Fund payments.

2. The District's Policy No. 3020 Budget Preparation Adoption and Revision requires that the Mid-Year Budget Adjustments be approved by Resolution. Agenda Item G-1 incorporates that requirement. Approve Resolution No. 13-02-12-01 at the appropriate time on the Agenda.

Motion by Director Coletta, seconded by Director Rips to authorize the General Manager to make adjustments to Fund 10, 20 and 40 budgets to account for estimated increases/reductions in expenditures and/or revenue, include recommended adjustments to the CIP project list, to include the transfer of \$240,000 from Fund 20 to Fund 10 as repayment for unpaid administrative costs associated with management of the Bond Fund payments; and to approve Resolution No. 13-02-12-01 at the appropriate time on the Agenda. Motion passed 5-0.

## **3. DISCUSSION WITH GENERAL MANAGER RE: REPORT ON DISTRICT INVESTMENTS**

Recommendation for discussion and possible action on the recommendations of the Investment Committee regarding the District's matured investment.

General Manager Montana reported that on January 21, 2013 the Committee met to discuss investment options for a maturing GE Bond in the amount of approximately \$102,581. Due to current market conditions, the Committee had to weigh options between low yield, safety and liquidity versus a slightly higher yield, modest risk and low liquidity. Based on this information, it is the Committee's recommendation to the Board that the investment of \$102,581 be invested in the District's LAIF account until the investment climate improves. The advantages of LAIF are as follows: The investment is totally liquid, with no early withdrawal penalties, it is safe (no loss of principal), its rate of return is 0.326% which is slightly higher than current money market accounts.

Discussion ensued relative to CD interest rate gain as compared to the liquidity of LAIF. Director Rips requested that on page 157 and page 219 of the report, the name Henry Taboada be replaced with Chris Montana as the authorized caller. The General Manager stated that said request was already in the process of being done. Motion by Director Kahlert, seconded by Director Rips to adopt the Investment Committee's recommendation that the investment of \$102,581 be invested in the District's LAIF account until the investment climate improves. Motion passed 5-0.

**ITEM A-4 b. PRESIDENT MAYNARD: PROCLAMATION WEAVER ELEMENTARY SCHOOL WAS ACTED UPON AT THIS TIME**

President Michael Maynard presented Weaver Elementary School Principal Erin Kominsky with a Proclamation for Educational Excellence. He stated that the Orange County Register had designed Weaver Elementary School as number five of all Orange County's Elementary Schools, and the only school included in the top ten for all five years of the ranking's history. Principal Kominsky accepted the award on behalf Weaver Elementary School. Applause ensued.

**E. CONSENT CALENDAR**

Director Casey requested that Item E-4 be pulled from the agenda at this time.

**1a. MINUTES-REGULAR BOARD MEETING OF JANUARY 8, 2012**

**2. DECEMBER 2012 REVENUE AND EXPENDITURE REPORT**

**3. QUARTERLY STATUS REPORT**

**4. QUARTERLY RECREATION REPORT**

Director Casey had questions relative to the proposed sponsorship and fundraising policy, the upcoming Rossmoor Community Festival and current County permitting requirements. The Recreation Superintendent stated that currently the District does not have a policy for sponsorship and fundraising and recommends that one be developed; She explained that one advantage of having food trucks (besides their popularity) at this year's community festival, is that they are already licensed and cleared by the health department. Director Coletta had questions relative to whether or not the District's

community branding efforts and superb suburb designation have increased the desirability of Rossmoor as a place to visit and do business. Emily Gingras stated that she received almost daily requests from bands who wanted to be booked and featured in Rossmoor's summer concert series.

## **5. QUARTERLY TREE REPORT**

The Consent Calendar Items were voted upon at this time. Item E-1a. Minutes of January 8, 2013 were approved 4-1. President Maynard abstained from the vote as he was not present at the January 2013 meeting.

Items E-2, E-3, E-4 and E-5 on the consent calendar were unanimously approved as submitted, 5-0.

### **F. PUBLIC HEARING—None**

### **G. RESOLUTIONS:**

#### **1. RESOLUTION No. 13-02-12-01 ESTABLISHING THE ANNUAL BUDGET REVENUES AND EXPENDITURES MID-YEAR BUDGET ADJUSTMENT TOTAL AMOUNTS FOR FISCAL YEAR 2012-2013 FOR THE ROSSMOOR COMMUNITY SERVICES DISTRICT**

Approve Resolution No. 13-02-12-01 by reading the title only and waiving further reading as follows:

#### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT ESTABLISHING THE ANNUAL BUDGET REVENUES AND EXPENDITURES MID-YEAR BUDGET ADJUSTMENT TOTAL AMOUNTS FOR THE FISCAL YEAR 2012-2013 FOR THE ROSSMOOR COMMUNITY SERVICES DISTRICT**

Discussion ensued. Resolution No.13-02-12-01 Establishing the Annual Budget Revenues and Expenditures Mid-Year Budget Adjustment Total Amounts for Fiscal Year 2012-2013 For The Rossmoor Community Services District was unanimously approved by roll call vote 5-0.

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

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

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

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

### **3. RESOLUTION NO. 13-02-12-03 ADOPTING AN AMENDED CONFLICT OF INTEREST CODE**

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

#### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974**

Discussion ensued. Resolution No.13-02-12-03 A Resolution of The Board of Directors of The Rossmoor Community Services District Adopting an Amended Conflict of Interest Code Pursuant to the Political Reform Act of 1974 was unanimously approved by roll call vote 5-0.

#### **H. REGULAR CALENDAR—None**

#### **I. GENERAL MANAGER ITEMS**

General Manager Montana reported on her meeting with President Maynard and Los Alamitos Unified School District Superintendent Dr. Sherry Kropp. She discussed the fact that as a Special District without latent powers for law enforcement, Rossmoor was prohibited from making a monetary donation towards the funding of a School Resource Officer as the school district was requesting.

The General Manager also announced that there would be no street sweeping service this Monday, February 18<sup>th</sup> due to the holiday and that there would be a makeup day the following Monday.

#### **J. BOARD MEMBER ITEMS**

President Maynard thanked former President Coletta for his leadership and guidance and added that he had provided an excellent example and clear direction for the District going forward. He also announced the new committee assignments for 2013.

Director Coletta congratulated Administrative Assistant, Liz Deering on her thoroughly researched and comprehensive Paperless Agenda Report. He stated that whether or not the project moved forward, he wanted to recognize all of the hard work that had been done to inform the Board. Director Coletta had questions relative to the community security camera project and whether or not the County would be willing to contribute to its funding. Internal Affairs Consultant Henry Taboada stated that the Orange County Sheriff's Department had already expressed an unwillingness to partner with the project due to community privacy concerns.

Director Casey reported on his recent attendance at the ISDOC quarterly meeting. He stated that there was a long list of initiatives being considered by the current board; one of which was the conversion of the old Santa Ana Bus Terminal into a homeless shelter. He added that LAFCO's aspirations seemed to be as a resource rather than an enforcement entity, which seemed hopeful for Rossmoor and other Special Districts. He stated that the future community model seemed to be in favor of more unincorporated, well-managed special districts like Rossmoor. In conclusion he congratulated Michael Maynard on being elected President.

Director Kahlert congratulated RCSD Recreation Staff on their help and professionalism at the Rush Park LAGSL Carnival this past weekend. Going forward he requested that one of the League representatives provide a monthly update relative to league events, activities and MOU issues at District board meetings. He thanked Liz Deering for the informative cost analysis contained in the paperless agenda report. Finally, he requested that an Orange County Sheriff's Deputy attend and remain for the duration of all future board meetings.

**K. CLOSED SESSION—None**

**L. ADJOURNMENT**

Motion by Director Casey, seconded by Director Rips to adjourn the regular meeting at 8:17 p.m. Motion passed 5-0.

**SUBMITTED BY:**

**Chris Montana  
General Manager**

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM E-2**

**Date:** March 12, 2013  
**To:** Honorable Board of Directors  
**From:** General Manager  
**Subject:** REVENUE & EXPENDITURE REPORT - JANUARY, 2013

**RECOMMENDATION:**

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



REVENUE / EXPENDITURE SUMMARY REPORT  
 FUND 10 - GENERAL FUND  
 January 2013 @ 58.34%

	Original Budget	Amended Budget	YTD Actual	Current Month	Unenc. Balance	% Budget
<b>Revenues</b>						
PROPERTY TAXES	699,400.00	695,140.00	397,391.13	29,434.32	297,748.87	57.2
STREET LIGHT ASSESSMENTS	250,000.00	244,500.00	139,719.17	10,993.59	104,780.83	57.1
USE OF MONEY AND PROPERTY	10,000.00	10,000.00	1,402.43	86.80	8,597.57	14.0
OTHER GOVERNMENT AGENCIES	128,000.00	128,500.00	2,780.01	1,946.01	125,719.99	2.2
FEES AND SERVICES	133,000.00	127,000.00	70,195.40	10,118.30	56,804.60	55.3
OTHER REVENUE	23,000.00	168,000.00	12,731.37	65.57	155,268.63	7.6
<b>Total Revenues</b>	<b>1,243,400.00</b>	<b>1,373,140.00</b>	<b>624,219.51</b>	<b>52,644.59</b>	<b>748,920.49</b>	<b>45.5</b>
<b>Expenditures</b>						
ADMINISTRATION	367,792.00	367,760.00	215,799.64	35,777.36	151,960.36	58.7
RECREATION	107,600.00	120,000.00	64,450.46	7,801.59	55,549.54	53.7
ROSSMOOR PARK 1	169,020.00	179,135.00	94,536.52	12,015.32	84,598.48	52.8
MONTECITO CENTER 1	69,310.00	72,675.00	38,546.53	5,885.54	34,128.47	53.0
RUSH PARK 1	196,425.00	204,541.00	115,805.18	16,308.50	88,735.82	56.6
STREET LIGHTING	102,480.00	107,480.00	52,763.54	8,746.27	54,716.46	49.1
ROSSMOOR WALL	2,300.00	4,000.00	2,509.00	0.00	1,491.00	62.7
STREET SWEEPING	51,600.00	52,600.00	27,301.91	4,788.56	25,298.09	51.9
PARKWAY TREES 1, 2	131,000.00	120,025.00	82,730.04	6,784.56	37,294.96	68.9
MINI-PARKS, MEDIANS & TRIANGLE	16,035.00	15,980.00	8,890.89	1,005.45	7,089.11	55.6
<b>Expenditures</b>	<b>1,213,562.00</b>	<b>1,244,196.00</b>	<b>703,333.71</b>	<b>99,113.15</b>	<b>540,862.29</b>	<b>56.5</b>

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

Audited Fund Balance  
 at June 30, 2012 691,498.00

**REVENUE REPORT**  
**JANUARY 2013 @ 58.34%**

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 3/5/2013  
 8:54 am

Rossmoor Community

For the Period: 7/1/2012 to 1/31/2013  
 Fund: 10 - GENERAL FUND

Revenues

Dept: 00

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
PROPERTY TAXES	699,400.00	695,140.00	397,391.13	29,434.32	0.00	297,748.87	57.2
ASSESSMENTS	250,000.00	244,500.00	139,719.17	10,993.59	0.00	104,780.83	57.1
USE OF MONEY AND PROPERTY	10,000.00	10,000.00	1,402.43	86.80	0.00	8,597.57	14.0
OTHER GOVERNMENT AGENCIES	57,200.00	57,700.00	2,780.01	1,946.01	0.00	54,919.99	4.8
FEES AND SERVICES	133,000.00	127,000.00	70,195.40	10,118.30	0.00	56,804.60	55.3
OTHER REVENUE	73,800.00	98,800.00	12,731.37	65.57	0.00	86,068.63	12.9
OTHER FINANCING SOURCES	20,000.00	140,000.00	0.00	0.00	0.00	140,000.00	0.0
Dept: 00	1,243,400.00	1,373,140.00	624,219.51	52,644.59	0.00	748,920.49	45.5
Revenues	1,243,400.00	1,373,140.00	624,219.51	52,644.59	0.00	748,920.49	45.5
Grand Total Net Effect:	1,243,400.00	1,373,140.00	624,219.51	52,644.59	0.00	748,920.49	

**EXPENDITURE REPORT**  
**JANUARY 2013 @ 58.34%**

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Rossmoor Community

For the Period: 7/1/2012 to 1/31/2013

Fund: 10 - GENERAL FUND

Expenditures

Dept: 10 ADMINISTRATION

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
SALARIES AND BENEFITS	202,078.00	169,350.00	85,174.80	13,877.41	0.00	84,175.20	50.3
OPERATIONS AND MAINTENANCE	53,504.00	61,200.00	42,302.33	6,472.62	0.00	18,897.67	69.1
CONTRACT SERVICES	106,210.00	131,210.00	84,184.79	15,427.33	0.00	47,025.21	64.2
CAPITAL EXPENDITURES	6,000.00	6,000.00	4,137.72	0.00	0.00	1,862.28	69.0

ADMINISTRATION	367,792.00	367,760.00	215,799.64	35,777.36	0.00	151,960.36	58.7
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Dept: 20 RECREATION

SALARIES AND BENEFITS	86,300.00	86,000.00	45,758.38	6,651.90	0.00	40,241.62	53.2
OPERATIONS AND MAINTENANCE	13,800.00	26,000.00	13,665.08	254.24	0.00	12,334.92	52.6
CONTRACT SERVICES	5,500.00	4,500.00	2,608.97	895.45	0.00	1,891.03	58.0
CAPITAL EXPENDITURES	2,000.00	3,500.00	2,418.03	0.00	0.00	1,081.97	69.1

RECREATION	107,600.00	120,000.00	64,450.46	7,801.59	0.00	55,549.54	53.7
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Dept: 30 ROSSMOOR PARK

SALARIES AND BENEFITS	52,020.00	61,870.00	35,010.77	5,266.25	0.00	26,859.23	56.6
OPERATIONS AND MAINTENANCE	74,100.00	74,265.00	37,322.06	3,250.73	0.00	36,942.94	50.3
CONTRACT SERVICES (1)	41,900.00	42,000.00	22,037.36	3,498.34	0.00	19,962.64	52.5
CAPITAL EXPENDITURES	1,000.00	1,000.00	166.33	0.00	0.00	833.67	16.6

ROSSMOOR PARK	169,020.00	179,135.00	94,536.52	12,015.32	0.00	84,598.48	52.8
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Dept: 40 MONTECITO CENTER

SALARIES AND BENEFITS	42,210.00	46,040.00	24,064.36	3,437.81	0.00	21,975.64	52.3
OPERATIONS AND MAINTENANCE	16,300.00	17,235.00	8,964.81	1,309.39	0.00	8,270.19	52.0
CONTRACT SERVICES (1)	10,200.00	8,800.00	5,517.36	1,138.34	0.00	3,282.64	62.7
CAPITAL EXPENDITURES	600.00	600.00	0.00	0.00	0.00	600.00	0.0

MONTECITO CENTER	69,310.00	72,675.00	38,546.53	5,885.54	0.00	34,128.47	53.0
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Dept: 50 RUSH PARK

SALARIES AND BENEFITS	54,875.00	61,075.00	36,277.46	5,401.45	0.00	24,797.54	59.4
OPERATIONS AND MAINTENANCE	98,650.00	100,466.00	57,324.02	7,408.71	0.00	43,141.98	57.1
CONTRACT SERVICES (1)	41,900.00	42,000.00	22,037.36	3,498.34	0.00	19,962.64	52.5
CAPITAL EXPENDITURES	1,000.00	1,000.00	166.34	0.00	0.00	833.66	16.6

RUSH PARK	196,425.00	204,541.00	115,805.18	16,308.50	0.00	88,735.82	56.6
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**EXPENDITURE REPORT**  
**JANUARY 2013 @ 58.34%**

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Rossmoor Community

For the Period: 7/1/2012 to 1/31/2013	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Expenditures							
Dept: 60 STREET LIGHTING							
OPERATIONS AND MAINTENANCE	480.00	480.00	296.86	49.00	0.00	183.14	61.8
CONTRACT SERVICES	102,000.00	107,000.00	52,466.68	8,697.27	0.00	54,533.32	49.0
STREET LIGHTING	102,480.00	107,480.00	52,763.54	8,746.27	0.00	54,716.46	49.1
Dept: 65 ROSSMOOR WALL							
OPERATIONS AND MAINTENANCE	2,300.00	4,000.00	2,509.00	0.00	0.00	1,491.00	62.7
ROSSMOOR WALL	2,300.00	4,000.00	2,509.00	0.00	0.00	1,491.00	62.7
Dept: 70 STREET SWEEPING							
OPERATIONS AND MAINTENANCE	600.00	600.00	296.86	49.00	0.00	303.14	49.5
CONTRACT SERVICES	51,000.00	52,000.00	27,005.05	4,739.56	0.00	24,994.95	51.9
STREET SWEEPING	51,600.00	52,600.00	27,301.91	4,788.56	0.00	25,298.09	51.9
Dept: 80 PARKWAY TREES							
SALARIES AND BENEFITS	0.00	13,725.00	6,859.55	1,286.79	0.00	6,865.45	50.0
OPERATIONS AND MAINTENANCE	2,300.00	2,300.00	831.67	168.61	0.00	1,468.33	36.2
CONTRACT SERVICES	113,700.00	86,000.00	69,830.42	1,377.96	0.00	16,169.58	81.2
CAPITAL EXPENDITURES	15,000.00	18,000.00	5,208.40	3,951.20	0.00	12,791.60	28.9
PARKWAY TREES	131,000.00	120,025.00	82,730.04	6,784.56	0.00	37,294.96	68.9
Dept: 90 MINI-PARKS AND MEDIANS							
SALARIES AND BENEFITS	1,385.00	1,480.00	565.10	76.06	0.00	914.90	38.2
OPERATIONS AND MAINTENANCE	9,600.00	9,600.00	5,901.33	610.06	0.00	3,698.67	61.5
CONTRACT SERVICES	4,800.00	4,650.00	2,424.46	319.33	0.00	2,225.54	52.1
CAPITAL EXPENDITURES	250.00	250.00	0.00	0.00	0.00	250.00	0.0
MINI-PARKS AND MEDIANS	16,035.00	15,980.00	8,890.89	1,005.45	0.00	7,089.11	55.6
Expenditures	1,213,562.00	1,244,196.00	703,333.71	99,113.15	0.00	540,862.29	56.5
Grand Total Net Effect:	-1,213,562.00	-1,244,196.00	-703,333.71	-99,113.15	0.00	-540,862.29	

REVENUE/EXPENDITURE REPORT  
 JANUARY 2013 @ 58.34%

Rossmoor Community

For the Period: 7/1/2012 to 1/31/2013		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND								
Revenues								
Dept: 00								
Acct Class: 30 PROPERTY TAXES								
3000	Current Secured Property Taxes	635,000.00	637,500.00	357,394.95	18,514.52	0.00	280,105.05	56.1
3001	Current unsecured prop tax	26,000.00	26,800.00	20,636.90	4,834.05	0.00	6,163.10	77.0
3002	Prior secured property taxes	18,800.00	13,000.00	8,891.94	348.58	0.00	4,108.06	68.4
3003	Prior unsecured prop taxes	1,000.00	425.00	0.00	0.00	0.00	425.00	0.0
3004	Delinquent property taxes	1,200.00	915.00	417.18	113.75	0.00	497.82	45.6
3010	Current supplemental assessmt	6,000.00	5,100.00	4,481.24	54.50	0.00	618.76	87.9
3020	Public utility tax	11,400.00	11,400.00	5,568.92	5,568.92	0.00	5,831.08	48.9
PROPERTY TAXES		699,400.00	695,140.00	397,391.13	29,434.32	0.00	297,748.87	57.2
Acct Class: 31 ASSESSMENTS								
3105	Street light assessments	250,000.00	244,500.00	139,719.17	10,993.59	0.00	104,780.83	57.1
ASSESSMENTS		250,000.00	244,500.00	139,719.17	10,993.59	0.00	104,780.83	57.1
Acct Class: 32 USE OF MONEY AND PROPERTY								
3200	Interest on investments	10,000.00	10,000.00	1,402.43	86.80	0.00	8,597.57	14.0
USE OF MONEY AND PROPERTY		10,000.00	10,000.00	1,402.43	86.80	0.00	8,597.57	14.0
Acct Class: 33 OTHER GOVERNMENT AGENCIES								
3301	State homeowner proptax relief	4,800.00	5,700.00	2,780.01	1,946.01	0.00	2,919.99	48.8
3302	State Mandated Cost Reimb	500.00	0.00	0.00	0.00	0.00	0.00	0.0
3305	County street sweep reimburse	51,900.00	52,000.00	0.00	0.00	0.00	52,000.00	0.0
OTHER GOVERNMENT AGENCIES		57,200.00	57,700.00	2,780.01	1,946.01	0.00	54,919.99	4.8
Acct Class: 34 FEES AND SERVICES								
3402	Park way tree permits	1,500.00	3,500.00	2,072.40	179.80	0.00	1,427.60	59.2
3404	Court reservations	11,500.00	12,500.00	6,026.00	308.00	0.00	6,474.00	48.2
3405	Wall Rental	0.00	500.00	240.00	0.00	0.00	260.00	48.0
3406	Ball field reservations	22,000.00	22,000.00	10,053.50	1,094.50	0.00	11,946.50	45.7
3410	Rossmoor building rental	10,000.00	6,000.00	1,800.00	0.00	0.00	4,200.00	30.0
3412	Montecito building rental	23,000.00	22,500.00	11,037.00	794.00	0.00	11,463.00	49.1
3414	Rush Park Building Rental	65,000.00	60,000.00	38,966.50	7,742.00	0.00	21,033.50	64.9
FEES AND SERVICES		133,000.00	127,000.00	70,195.40	10,118.30	0.00	56,804.60	55.3
Acct Class: 35 OTHER REVENUE								
3500	Other miscellaneous revenue	3,000.00	3,000.00	1,747.59	65.57	0.00	1,252.41	58.3
3501	Funding/Misc. Studies	0.00	25,000.00	10,983.78	0.00	0.00	14,016.22	43.9
3611	PROP 1A STATE REPAY	70,800.00	70,800.00	0.00	0.00	0.00	70,800.00	0.0
OTHER REVENUE		73,800.00	98,800.00	12,731.37	65.57	0.00	86,068.63	12.9
Acct Class: 36 OTHER FINANCING SOURCES								
3600	TRANSFER IN/OUT OTHER FUNDS	20,000.00	140,000.00	0.00	0.00	0.00	140,000.00	0.0
OTHER FINANCING SOURCES		20,000.00	140,000.00	0.00	0.00	0.00	140,000.00	0.0
Dept: 00		1,243,400.00	1,373,140.00	624,219.51	52,644.59	0.00	748,920.49	45.5
Revenues		1,243,400.00	1,373,140.00	624,219.51	52,644.59	0.00	748,920.49	45.5
Expenditures								
Dept: 10 ADMINISTRATION								
Acct Class: 40 SALARIES AND BENEFITS								
4000	Board of Directors Compensatn	10,000.00	10,000.00	5,719.80	1,450.00	0.00	4,280.20	57.2
4001	Salaries - Full-time	139,253.00	112,500.00	55,369.68	8,412.39	0.00	57,130.32	49.2
4003	Salaries - Overtime	1,600.00	1,600.00	238.97	1.30	0.00	1,361.03	14.9
4007	Vehicle Allowance	750.00	750.00	276.87	40.19	0.00	473.13	36.9
4010	Workers Compensation Insurance	3,500.00	5,500.00	2,773.08	294.22	0.00	2,726.92	50.4
4011	Medical Insurance	35,175.00	30,000.00	15,939.52	2,368.11	0.00	14,060.48	53.1
4015	Federal Payroll Tax -FICA	10,200.00	8,000.00	4,361.65	815.97	0.00	3,638.35	54.5
4018	State Payroll Taxes	1,600.00	1,000.00	495.23	495.23	0.00	504.77	49.5

**REVENUE/EXPENDITURE REPORT**  
 JANUARY 2013 @ 58.34%

Rossmoor Community

For the Period: 7/1/2012 to 1/31/2013

Fund: 10 - GENERAL FUND

Expenditures

Dept: 10 ADMINISTRATION

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
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**SALARIES AND BENEFITS**

Acct Class: 50 OPERATIONS AND MAINTENANCE

5002 Insurance - Liability	9,704.00	14,000.00	13,459.10	0.00	0.00	540.90	96.1
5004 Memberships and Dues	6,000.00	6,300.00	5,887.69	174.44	0.00	412.31	93.5
5006 Travel & Meetings	3,000.00	2,000.00	328.18	398.00	0.00	1,671.82	16.4
5010 Publications & Legal Notices	4,500.00	18,000.00	11,560.32	2,147.26	0.00	6,439.68	64.2
5012 Printing	500.00	1,200.00	583.10	0.00	0.00	616.90	48.6
5014 Postage	4,000.00	4,000.00	2,743.69	688.00	0.00	1,256.31	68.6
5016 Office Supplies	8,300.00	7,200.00	2,609.75	676.24	0.00	4,590.25	36.2
5020 Telephone	1,500.00	1,500.00	890.60	147.00	0.00	609.40	59.4
5045 Miscellaneous Expenditures	5,500.00	5,500.00	3,545.27	2,149.04	0.00	1,954.73	64.5
5046 Bank Service Charge	1,000.00	1,000.00	694.63	92.64	0.00	305.37	69.5
5050 Elections	9,000.00	0.00	0.00	0.00	0.00	0.00	0.0
5051 Equipment Rental	500.00	500.00	0.00	0.00	0.00	500.00	0.0

**OPERATIONS AND MAINTENANCE**

Acct Class: 56 CONTRACT SERVICES

5610 Legal Counsel	40,000.00	40,000.00	18,018.24	945.00	0.00	21,981.76	45.0
5615 Financial Audit-Consulting	8,460.00	8,460.00	8,300.00	0.00	0.00	160.00	98.1
5620 Miscellaneous Studies	0.00	25,000.00	20,632.57	4,300.00	0.00	4,367.43	82.5
5670 Other Professional Services	57,750.00	57,750.00	37,233.98	10,182.33	0.00	20,516.02	64.5

**CONTRACT SERVICES**

Acct Class: 60 CAPITAL EXPENDITURES

6010 Equipment	6,000.00	6,000.00	4,137.72	0.00	0.00	1,862.28	69.0
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**CAPITAL EXPENDITURES**

**ADMINISTRATION**

Dept: 20 RECREATION

Acct Class: 40 SALARIES AND BENEFITS

4001 Salaries - Full-time	40,000.00	43,500.00	24,856.39	3,785.64	0.00	18,843.61	56.7
4002 Salaries - Part-time	25,500.00	23,500.00	11,726.00	1,280.12	0.00	11,774.00	49.9
4003 Salaries - Overtime	1,950.00	1,950.00	684.24	39.40	0.00	1,265.76	35.1
4005 Salaries - Event Attendant	300.00	300.00	107.25	11.25	0.00	192.75	35.8
4007 Vehicle Allowance	750.00	750.00	203.27	142.89	0.00	546.73	27.1
4010 Workers Compensation Insurance	1,350.00	2,000.00	1,121.03	118.94	0.00	878.97	56.1
4011 Medical Insurance	10,500.00	8,000.00	4,053.00	602.15	0.00	3,947.00	50.7
4015 Federal Payroll Tax -FICA	4,500.00	5,000.00	2,870.80	419.30	0.00	2,129.20	57.4
4018 State Payroll Taxes	1,450.00	1,000.00	336.40	252.21	0.00	663.60	33.6

**SALARIES AND BENEFITS**

Acct Class: 50 OPERATIONS AND MAINTENANCE

5006 Travel & Meetings	800.00	800.00	5.00	0.00	0.00	795.00	0.6
5010 Publications & Legal Notices	150.00	150.00	85.32	0.00	0.00	64.68	56.9
5012 Printing	500.00	500.00	206.87	0.00	0.00	293.13	41.4
5014 Postage	300.00	300.00	201.87	51.20	0.00	98.13	67.3
5016 Office Supplies	1,250.00	1,250.00	332.85	56.04	0.00	917.15	26.6
5017 Community Events	8,000.00	14,000.00	5,660.68	0.00	0.00	8,339.32	40.4
5019 Fireworks	0.00	6,200.00	6,200.00	0.00	0.00	0.00	100.0
5020 Telephone	1,800.00	1,800.00	890.60	147.00	0.00	909.40	49.5
5045 Miscellaneous Expenditures	500.00	500.00	81.89	0.00	0.00	418.11	16.4
5051 Equipment Rental	500.00	500.00	0.00	0.00	0.00	500.00	0.0

**OPERATIONS AND MAINTENANCE**

Acct Class: 56 CONTRACT SERVICES

5670 Other Professional Services	5,500.00	4,500.00	2,608.97	895.45	0.00	1,891.03	58.0
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**CONTRACT SERVICES**

**REVENUE/EXPENDITURE REPORT**  
 JANUARY 2013 @ 58.34%

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Rossmoor Community

For the Period: 7/1/2012 to 1/31/2013

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 10 - GENERAL FUND</b>							
<b>Expenditures</b>							
Dept: 20 RECREATION							
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	2,000.00	3,500.00	2,418.03	0.00	0.00	1,081.97	69.1
<b>CAPITAL EXPENDITURES</b>							
	2,000.00	3,500.00	2,418.03	0.00	0.00	1,081.97	69.1
<b>RECREATION</b>							
	107,600.00	120,000.00	64,450.46	7,801.59	0.00	55,549.54	53.7
Dept: 30 ROSSMOOR PARK							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	29,200.00	32,500.00	18,040.49	2,603.19	0.00	14,459.51	55.5
4002 Salaries - Part-time	7,400.00	10,000.00	6,036.94	1,091.38	0.00	3,963.06	60.4
4003 Salaries - Overtime	1,150.00	1,400.00	719.92	12.16	0.00	680.08	51.4
4005 Salaries - Event Attendant	500.00	500.00	235.95	24.75	0.00	264.05	47.2
4010 Workers Compensation Insurance	2,700.00	5,000.00	2,773.08	294.22	0.00	2,226.92	55.5
4011 Medical Insurance	7,800.00	8,700.00	5,006.66	743.83	0.00	3,693.34	57.5
4015 Federal Payroll Tax -FICA	2,700.00	3,200.00	1,935.71	310.02	0.00	1,264.29	60.5
4018 State Payroll Taxes	570.00	570.00	282.02	186.70	0.00	307.98	46.0
<b>SALARIES AND BENEFITS</b>							
	52,020.00	61,870.00	35,010.77	5,266.25	0.00	26,859.23	56.6
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5010 Publications & Legal Notices	300.00	300.00	170.83	85.51	0.00	129.17	56.9
5012 Printing	300.00	300.00	65.23	0.00	0.00	234.77	21.7
5014 Postage	100.00	100.00	69.14	17.60	0.00	30.86	69.1
5016 Office Supplies	700.00	700.00	166.43	28.02	0.00	533.57	23.8
5018 Janitorial Supplies	2,500.00	3,000.00	1,866.79	0.00	0.00	1,133.21	62.2
5020 Telephone	1,600.00	1,600.00	890.60	147.00	0.00	709.40	55.7
5022 Utilities	39,000.00	43,000.00	25,892.63	1,754.03	0.00	17,307.37	59.8
5025 Sewer Tax	750.00	815.00	814.12	407.06	0.00	0.88	99.9
5030 Vehicle Maintenance	1,500.00	2,000.00	1,170.21	11.71	0.00	829.79	58.5
5032 Building & Grounds-Maintenance	25,000.00	20,000.00	5,995.06	689.79	0.00	14,004.94	30.0
5034 Alarm Systems	650.00	750.00	421.02	110.01	0.00	328.98	56.1
5045 Miscellaneous Expenditures	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5051 Equipment Rental	700.00	700.00	0.00	0.00	0.00	700.00	0.0
5052 Minor Facility Repairs	500.00	500.00	0.00	0.00	0.00	500.00	0.0
<b>OPERATIONS AND MAINTENANCE</b>							
	74,100.00	74,265.00	37,322.06	3,250.73	0.00	36,942.94	50.3
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	35,500.00	38,000.00	18,585.00	2,655.00	0.00	19,415.00	48.9
5656 Tree Trimming	1,000.00	1,000.00	950.31	4.78	0.00	49.69	95.0
5670 Other Professional Services	5,400.00	3,000.00	2,502.05	838.56	0.00	497.95	83.4
<b>CONTRACT SERVICES</b>							
	41,900.00	42,000.00	22,037.36	3,498.34	0.00	19,962.64	52.5
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	1,000.00	1,000.00	166.33	0.00	0.00	833.67	16.6
<b>CAPITAL EXPENDITURES</b>							
	1,000.00	1,000.00	166.33	0.00	0.00	833.67	16.6
<b>ROSSMOOR PARK</b>							
	169,020.00	179,135.00	94,536.52	12,015.32	0.00	84,598.48	52.8
Dept: 40 MONTECITO CENTER							
Acct Class: 40 SALARIES AND BENEFITS							
4001 Salaries - Full-time	23,900.00	27,000.00	14,998.10	2,176.85	0.00	12,001.90	55.5
4002 Salaries - Part-time	3,370.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
4003 Salaries - Overtime	770.00	770.00	454.79	8.69	0.00	315.21	59.1
4005 Salaries - Event Attendant	2,500.00	2,000.00	900.90	94.50	0.00	1,099.10	45.0
4010 Workers Compensation Insurance	1,950.00	4,000.00	2,230.28	236.63	0.00	1,769.72	55.8
4011 Medical Insurance	6,950.00	7,500.00	4,053.00	602.15	0.00	3,447.00	54.0
4015 Federal Payroll Tax -FICA	2,250.00	2,250.00	1,271.76	199.00	0.00	978.24	56.5
4018 State Payroll Taxes	520.00	520.00	155.53	119.99	0.00	364.47	29.9
<b>SALARIES AND BENEFITS</b>							
	42,210.00	46,040.00	24,064.36	3,437.81	0.00	21,975.64	52.3
Acct Class: 50 OPERATIONS AND MAINTENANCE							

**REVENUE/EXPENDITURE REPORT**  
**JANUARY 2013 @ 58.34%**

Rossmoor Community

For the Period: 7/1/2012 to 1/31/2013		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND								
<b>Expenditures</b>								
Dept: 40 MONTECITO CENTER								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5010	Publications & Legal Notices	150.00	150.00	85.32	0.00	0.00	64.68	56.9
5012	Printing	150.00	150.00	65.23	0.00	0.00	84.77	43.5
5014	Postage	200.00	200.00	69.14	17.60	0.00	130.86	34.6
5016	Office Supplies	900.00	900.00	166.43	28.02	0.00	733.57	18.5
5018	Janitorial Supplies	2,500.00	2,900.00	1,866.79	0.00	0.00	1,033.21	64.4
5020	Telephone	1,650.00	1,650.00	890.60	147.00	0.00	759.40	54.0
5022	Utilities	3,500.00	3,500.00	2,102.50	494.02	0.00	1,397.50	60.1
5025	Sewer Tax	650.00	685.00	683.70	341.85	0.00	1.30	99.8
5030	Vehicle Maintenance	1,000.00	1,500.00	822.06	11.70	0.00	677.94	54.8
5032	Building & Grounds-Maintenance	4,000.00	4,000.00	1,948.67	238.13	0.00	2,051.33	48.7
5034	Alarm Systems	500.00	500.00	264.37	31.07	0.00	235.63	52.9
5045	Miscellaneous Expenditures	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5051	Equipment Rental	500.00	500.00	0.00	0.00	0.00	500.00	0.0
5052	Minor Facility Repairs	100.00	100.00	0.00	0.00	0.00	100.00	0.0
<b>OPERATIONS AND MAINTENANCE</b>		<b>16,300.00</b>	<b>17,235.00</b>	<b>8,964.81</b>	<b>1,309.39</b>	<b>0.00</b>	<b>8,270.19</b>	<b>52.0</b>
Acct Class: 56 CONTRACT SERVICES								
5655	Landscape Maintenance	3,800.00	3,800.00	2,065.00	295.00	0.00	1,735.00	54.3
5656	Tree Trimming	1,000.00	1,000.00	950.31	4.78	0.00	49.69	95.0
5670	Other Professional Services	5,400.00	4,000.00	2,502.05	838.56	0.00	1,497.95	62.6
<b>CONTRACT SERVICES</b>		<b>10,200.00</b>	<b>8,800.00</b>	<b>5,517.36</b>	<b>1,138.34</b>	<b>0.00</b>	<b>3,282.64</b>	<b>62.7</b>
Acct Class: 60 CAPITAL EXPENDITURES								
6010	Equipment	600.00	600.00	0.00	0.00	0.00	600.00	0.0
<b>CAPITAL EXPENDITURES</b>		<b>600.00</b>	<b>600.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>600.00</b>	<b>0.0</b>
<b>MONTECITO CENTER</b>		<b>69,310.00</b>	<b>72,675.00</b>	<b>38,546.53</b>	<b>5,885.54</b>	<b>0.00</b>	<b>34,128.47</b>	<b>53.0</b>
Dept: 50 RUSH PARK								
Acct Class: 40 SALARIES AND BENEFITS								
4001	Salaries - Full-time	29,200.00	32,500.00	18,040.50	2,603.19	0.00	14,459.50	55.5
4002	Salaries - Part-time	8,050.00	8,050.00	5,997.54	1,051.98	0.00	2,052.46	74.5
4003	Salaries - Overtime	1,150.00	1,150.00	723.19	12.16	0.00	426.81	62.9
4005	Salaries - Event Attendant	2,500.00	2,500.00	1,410.90	184.50	0.00	1,089.10	56.4
4010	Workers Compensation Insurance	2,700.00	4,000.00	2,773.08	294.22	0.00	1,226.92	69.3
4011	Medical Insurance	7,800.00	8,700.00	5,006.61	743.83	0.00	3,693.39	57.5
4015	Federal Payroll Tax -FICA	2,700.00	3,400.00	2,023.06	319.40	0.00	1,376.94	59.5
4018	State Payroll Taxes	775.00	775.00	302.58	192.17	0.00	472.42	39.0
<b>SALARIES AND BENEFITS</b>		<b>54,875.00</b>	<b>61,075.00</b>	<b>36,277.46</b>	<b>5,401.45</b>	<b>0.00</b>	<b>24,797.54</b>	<b>59.4</b>
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5010	Publications & Legal Notices	500.00	500.00	256.33	85.53	0.00	243.67	51.3
5012	Printing	500.00	500.00	165.22	0.00	0.00	334.78	33.0
5014	Postage	100.00	100.00	69.14	17.60	0.00	30.86	69.1
5016	Office Supplies	900.00	900.00	447.02	28.02	0.00	452.98	49.7
5018	Janitorial Supplies	2,500.00	3,600.00	1,872.40	0.00	0.00	1,727.60	52.0
5020	Telephone	1,800.00	1,800.00	846.76	147.00	0.00	953.24	47.0
5022	Utilities	50,000.00	53,000.00	33,222.32	3,217.34	0.00	19,777.68	62.7
5025	Sewer Tax	2,900.00	3,116.00	3,115.54	1,557.68	0.00	0.46	100.0
5030	Vehicle Maintenance	1,500.00	2,000.00	1,214.01	11.70	0.00	785.99	60.7
5032	Building & Grounds-Maintenance	30,000.00	27,000.00	15,919.92	2,312.77	0.00	11,080.08	59.0
5034	Alarm Systems	750.00	750.00	195.36	31.07	0.00	554.64	26.0
5045	Miscellaneous Expenditures	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	0.0
5051	Equipment Rental	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
5052	Minor Facility Repairs	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00	0.0
<b>OPERATIONS AND MAINTENANCE</b>		<b>98,650.00</b>	<b>100,466.00</b>	<b>57,324.02</b>	<b>7,408.71</b>	<b>0.00</b>	<b>43,141.98</b>	<b>57.1</b>
Acct Class: 56 CONTRACT SERVICES								
5655	Landscape Maintenance	35,500.00	38,000.00	18,585.00	2,655.00	0.00	19,415.00	48.9



**REVENUE/EXPENDITURE REPORT**  
**JANUARY 2013 @ 58.34%**

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Rossmoor Community

For the Period: 7/1/2012 to 1/31/2013		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND								
Expenditures								
Dept: 50 RUSH PARK								
Acct Class: 56 CONTRACT SERVICES								
5656	Tree Trimming	1,000.00	1,000.00	950.31	4.78	0.00	49.69	95.0
5670	Other Professional Services	5,400.00	3,000.00	2,502.05	838.56	0.00	497.95	83.4
CONTRACT SERVICES		41,900.00	42,000.00	22,037.36	3,498.34	0.00	19,962.64	52.5
Acct Class: 60 CAPITAL EXPENDITURES								
6010	Equipment	1,000.00	1,000.00	166.34	0.00	0.00	833.66	16.6
CAPITAL EXPENDITURES		1,000.00	1,000.00	166.34	0.00	0.00	833.66	16.6
RUSH PARK								
Dept: 60 STREET LIGHTING								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5020	Telephone	480.00	480.00	296.86	49.00	0.00	183.14	61.8
OPERATIONS AND MAINTENANCE		480.00	480.00	296.86	49.00	0.00	183.14	61.8
Acct Class: 56 CONTRACT SERVICES								
5650	Lighting and Maintenance	102,000.00	107,000.00	52,466.68	8,697.27	0.00	54,533.32	49.0
CONTRACT SERVICES		102,000.00	107,000.00	52,466.68	8,697.27	0.00	54,533.32	49.0
STREET LIGHTING		102,480.00	107,480.00	52,763.54	8,746.27	0.00	54,716.46	49.1
Dept: 65 ROSSMOOR WALL								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5002	Insurance - Liability	2,200.00	2,500.00	2,500.00	0.00	0.00	0.00	100.0
5032	Building & Grounds-Maintenance	100.00	1,500.00	9.00	0.00	0.00	1,491.00	0.6
OPERATIONS AND MAINTENANCE		2,300.00	4,000.00	2,509.00	0.00	0.00	1,491.00	62.7
ROSSMOOR WALL		2,300.00	4,000.00	2,509.00	0.00	0.00	1,491.00	62.7
Dept: 70 STREET SWEEPING								
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5020	Telephone	500.00	500.00	296.86	49.00	0.00	203.14	59.4
5030	Vehicle Maintenance	100.00	100.00	0.00	0.00	0.00	100.00	0.0
OPERATIONS AND MAINTENANCE		600.00	600.00	296.86	49.00	0.00	303.14	49.5
Acct Class: 56 CONTRACT SERVICES								
5642	Street Sweeping	51,000.00	52,000.00	27,005.05	4,739.56	0.00	24,994.95	51.9
CONTRACT SERVICES		51,000.00	52,000.00	27,005.05	4,739.56	0.00	24,994.95	51.9
STREET SWEEPING		51,600.00	52,600.00	27,301.91	4,788.56	0.00	25,298.09	51.9
Dept: 80 PARKWAY TREES								
Acct Class: 40 SALARIES AND BENEFITS								
4002	Salaries - Part-time	0.00	12,000.00	6,351.25	1,174.50	0.00	5,648.75	52.9
4007	Vehicle Allowance	0.00	500.00	0.00	0.00	0.00	500.00	0.0
4010	Workers Compensation Insurance	0.00	250.00	0.00	0.00	0.00	250.00	0.0
4015	Federal Payroll Tax -FICA	0.00	900.00	499.88	103.87	0.00	400.12	55.5
4018	State Payroll Taxes	0.00	75.00	8.42	8.42	0.00	66.58	11.2
SALARIES AND BENEFITS		0.00	13,725.00	6,859.55	1,286.79	0.00	6,865.45	50.0
Acct Class: 50 OPERATIONS AND MAINTENANCE								
5012	Printing	50.00	50.00	5.87	0.00	0.00	44.13	11.7
5014	Postage	600.00	600.00	87.44	65.50	0.00	512.56	14.6
5016	Office Supplies	200.00	200.00	45.23	5.10	0.00	154.77	22.6
5020	Telephone	900.00	900.00	593.74	98.01	0.00	306.26	66.0
5030	Vehicle Maintenance	300.00	300.00	99.39	0.00	0.00	200.61	33.1
5051	Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	0.0

**REVENUE/EXPENDITURE REPORT**  
**JANUARY 2013 @ 58.34%**

Rossmoor Community

For the Period: 7/1/2012 to 1/31/2013

Fund: 10 - GENERAL FUND

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
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Expenditures

Dept: 80 PARKWAY TREES

OPERATIONS AND MAINTENANCE

Acct Class: 56 CONTRACT SERVICES

5656 Tree Trimming	71,000.00	71,000.00	59,760.92	302.67	0.00	11,239.08	84.2
5660 TREE REMOVAL	3,700.00	3,700.00	3,326.52	0.00	0.00	373.48	89.9
5664 Tree Watering Program	1,000.00	1,300.00	1,270.86	0.00	0.00	29.14	97.8
5670 Other Professional Services	38,000.00	10,000.00	5,472.12	1,075.29	0.00	4,527.88	54.7

CONTRACT SERVICES

Acct Class: 60 CAPITAL EXPENDITURES

6015 Trees	15,000.00	18,000.00	5,208.40	3,951.20	0.00	12,791.60	28.9
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CAPITAL EXPENDITURES

	15,000.00	18,000.00	5,208.40	3,951.20	0.00	12,791.60	28.9
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PARKWAY TREES

Dept: 90 MINI-PARKS AND MEDIANS

Acct Class: 40 SALARIES AND BENEFITS

4001 Salaries - Full-time	775.00	775.00	380.34	53.30	0.00	394.66	49.1
4002 Salaries - Part-time	365.00	365.00	0.00	0.00	0.00	365.00	0.0
4003 Salaries - Overtime	25.00	25.00	19.85	0.43	0.00	5.15	79.4
4010 Workers Compensation Insurance	135.00	230.00	129.76	13.77	0.00	100.24	56.4
4015 Federal Payroll Tax -FICA	70.00	70.00	31.90	5.31	0.00	38.10	45.6
4018 State Payroll Taxes	15.00	15.00	3.25	3.25	0.00	11.75	21.7

SALARIES AND BENEFITS

Acct Class: 50 OPERATIONS AND MAINTENANCE

5020 Telephone	500.00	500.00	296.86	49.01	0.00	203.14	59.4
5022 Utilities	7,500.00	7,500.00	5,273.60	561.05	0.00	2,226.40	70.3
5030 Vehicle Maintenance	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5032 Building & Grounds-Maintenance	1,000.00	1,000.00	330.87	0.00	0.00	669.13	33.1
5045 Miscellaneous Expenditures	200.00	200.00	0.00	0.00	0.00	200.00	0.0
5051 Equipment Rental	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5052 Minor Facility Repairs	200.00	200.00	0.00	0.00	0.00	200.00	0.0

OPERATIONS AND MAINTENANCE

Acct Class: 56 CONTRACT SERVICES

5655 Landscape Maintenance	4,000.00	4,000.00	2,065.00	295.00	0.00	1,935.00	51.6
5656 Tree Trimming	500.00	500.00	316.74	1.59	0.00	183.26	63.3
5670 Other Professional Services	300.00	150.00	42.72	22.74	0.00	107.28	28.5

CONTRACT SERVICES

Acct Class: 60 CAPITAL EXPENDITURES

6010 Equipment	250.00	250.00	0.00	0.00	0.00	250.00	0.0
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CAPITAL EXPENDITURES

	250.00	250.00	0.00	0.00	0.00	250.00	0.0
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MINI-PARKS AND MEDIANS

	16,035.00	15,980.00	8,890.89	1,005.45	0.00	7,089.11	55.6
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Expenditures

	1,213,562.00	1,244,196.00	703,333.71	99,113.15	0.00	540,862.29	56.5
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Net Effect for GENERAL FUND

Change in Fund Balance:	29,838.00	128,944.00	-79,114.20	-46,468.56	0.00	208,058.20	-61.4
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**REVENUE/EXPENDITURE REPORT**  
 JANUARY 2013 @ 58.34

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Rossmoor Community

For the Period: 7/1/2012 to 1/31/2013		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 20 - ASSESSMENT DISTRICT FUND-RUSH								
Revenues								
Dept: 00								
Acct Class: 31 ASSESSMENTS								
3100	Property assessments	382,500.00	377,000.00	228,538.27	9,176.70	0.00	148,461.73	60.6
3101	Property assessments-prior yr	7,500.00	5,000.00	3,266.48	0.00	0.00	1,733.52	65.3
ASSESSMENTS		390,000.00	382,000.00	231,804.75	9,176.70	0.00	150,195.25	60.7
Acct Class: 32 USE OF MONEY AND PROPERTY								
3200	Interest on investments	5,000.00	0.00	0.00	0.00	0.00	0.00	0.0
USE OF MONEY AND PROPERTY		5,000.00	0.00	0.00	0.00	0.00	0.00	0.0
Acct Class: 35 OTHER REVENUE								
3500	Other miscellaneous revenue	13,800.00	8,800.00	0.00	0.00	0.00	8,800.00	0.0
OTHER REVENUE		13,800.00	8,800.00	0.00	0.00	0.00	8,800.00	0.0
Acct Class: 36 OTHER FINANCING SOURCES								
3600	TRANSFER IN/OUT OTHER FUNDS	20,000.00	0.00	0.00	0.00	0.00	0.00	0.0
OTHER FINANCING SOURCES		20,000.00	0.00	0.00	0.00	0.00	0.00	0.0
Dept: 00		428,800.00	390,800.00	231,804.75	9,176.70	0.00	158,995.25	59.3
Revenues		428,800.00	390,800.00	231,804.75	9,176.70	0.00	158,995.25	59.3
Expenditures								
Dept: 50 RUSH PARK								
Acct Class: 56 CONTRACT SERVICES								
5619	Bond Trustee	2,875.00	2,875.00	2,875.00	0.00	0.00	0.00	100.0
CONTRACT SERVICES		2,875.00	2,875.00	2,875.00	0.00	0.00	0.00	100.0
Acct Class: 58 DEBT SERVICE								
5801	Interest	141,980.00	141,980.00	141,980.00	70,990.00	0.00	0.00	100.0
DEBT SERVICE		141,980.00	141,980.00	141,980.00	70,990.00	0.00	0.00	100.0
Acct Class: 66 OTHER FINANCING USES								
6600	Transfer out to other funds	120,000.00	240,000.00	0.00	0.00	0.00	240,000.00	0.0
OTHER FINANCING USES		120,000.00	240,000.00	0.00	0.00	0.00	240,000.00	0.0
RUSH PARK		264,855.00	384,855.00	144,855.00	70,990.00	0.00	240,000.00	37.6
Expenditures		264,855.00	384,855.00	144,855.00	70,990.00	0.00	240,000.00	37.6
Net Effect for ASSESSMENT DISTRICT FUND-RUSH		163,945.00	5,945.00	86,949.75	-61,813.30	0.00	-81,004.75	1,462.6
Change in Fund Balance:				86,949.75				

**REVENUE/EXPENDITURE REPORT**  
 JANUARY 2013 @ 58.34

Rossmoor Community

For the Period: 7/1/2012 to 1/31/2013		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 30 - SPECIAL TAX FUND-ROSSMOOR WALL								
Revenues								
Dept: 00								
Acct Class: 31 ASSESSMENTS								
3100	Property assessments	85,700.00	85,700.00	51,086.21	2,076.00	0.00	34,613.79	59.6
3101	Property assessments-prior yr	2,300.00	2,300.00	752.15	0.00	0.00	1,547.85	32.7
ASSESSMENTS		88,000.00	88,000.00	51,838.36	2,076.00	0.00	36,161.64	58.9
Acct Class: 32 USE OF MONEY AND PROPERTY								
3200	Interest on investments	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
USE OF MONEY AND PROPERTY		1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
Dept: 00		89,000.00	89,000.00	51,838.36	2,076.00	0.00	37,161.64	58.2
Revenues		89,000.00	89,000.00	51,838.36	2,076.00	0.00	37,161.64	58.2
Expenditures								
Dept: 65 ROSSMOOR WALL								
Acct Class: 56 CONTRACT SERVICES								
5619	Bond Trustee	2,530.00	2,530.00	2,530.00	0.00	0.00	0.00	100.0
CONTRACT SERVICES		2,530.00	2,530.00	2,530.00	0.00	0.00	0.00	100.0
Acct Class: 58 DEBT SERVICE								
5800	Principal	60,000.00	60,000.00	60,000.00	0.00	0.00	0.00	100.0
5801	Interest	25,665.00	22,330.00	22,330.00	10,295.00	0.00	0.00	100.0
DEBT SERVICE		85,665.00	82,330.00	82,330.00	10,295.00	0.00	0.00	100.0
ROSSMOOR WALL		88,195.00	84,860.00	84,860.00	10,295.00	0.00	0.00	100.0
Expenditures		88,195.00	84,860.00	84,860.00	10,295.00	0.00	0.00	100.0
Net Effect for SPECIAL TAX FUND-ROSSMOOR WALL		805.00	4,140.00	-33,021.64	-8,219.00	0.00	37,161.64	-797.6
Change in Fund Balance:				-33,021.64				
Grand Total Net Effect:		164,750.00	10,085.00	53,928.11	-70,032.30	0.00	-43,843.11	

**REVENUE/EXPENDITURE REPORT**  
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Rossmoor Community

For the Period: 7/1/2012 to 1/31/2013		Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 40 - CAPITAL PROJECTS CONTRIBUTIONS</b>								
<b>Revenues</b>								
Dept: 00								
Acct Class: 30 PROPERTY TAXES								
2999	FY Begin Fund Balance	189,788.00	189,788.00	0.00	0.00	0.00	189,788.00	0.0
PROPERTY TAXES								
Acct Class: 36 OTHER FINANCING SOURCES								
3600	TRANSFER IN/OUT OTHER FUNDS	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
OTHER FINANCING SOURCES								
Dept: 00		289,788.00	289,788.00	0.00	0.00	0.00	289,788.00	0.0
<b>Revenues</b>		289,788.00	289,788.00	0.00	0.00	0.00	289,788.00	0.0
<b>Expenditures</b>								
Dept: 30 ROSSMOOR PARK								
Acct Class: 60 CAPITAL EXPENDITURES								
6005	Buildings and Improvements	0.00	8,500.00	0.00	0.00	0.00	8,500.00	0.0
CAPITAL EXPENDITURES								
ROSSMOOR PARK								
Dept: 40 MONTECITO CENTER								
Acct Class: 60 CAPITAL EXPENDITURES								
6005	Buildings and Improvements	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
CAPITAL EXPENDITURES								
MONTECITO CENTER								
Dept: 50 RUSH PARK		20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
Acct Class: 56 CONTRACT SERVICES								
5670	Other Professional Services	0.00	0.00	1,384.75	1,384.75	0.00	-1,384.75	0.0
CONTRACT SERVICES								
Acct Class: 60 CAPITAL EXPENDITURES								
6005	Buildings and Improvements	140,470.00	140,470.00	0.00	0.00	0.00	140,470.00	0.0
CAPITAL EXPENDITURES								
RUSH PARK								
Dept: 65 ROSSMOOR WALL		140,470.00	140,470.00	1,384.75	1,384.75	0.00	139,085.25	1.0
Acct Class: 60 CAPITAL EXPENDITURES								
6005	Buildings and Improvements	34,691.00	39,970.00	1,475.95	1,475.95	0.00	38,494.05	3.7
CAPITAL EXPENDITURES								
ROSSMOOR WALL								
Dept: 65 ROSSMOOR WALL		34,691.00	39,970.00	1,475.95	1,475.95	0.00	38,494.05	3.7
<b>Expenditures</b>		195,161.00	208,940.00	2,860.70	2,860.70	0.00	206,079.30	1.4
<b>Net Effect for CAPITAL PROJECTS CONTRIBUTIONS</b>		94,627.00	80,848.00	-2,860.70	-2,860.70	0.00	83,708.70	-3.5
<b>Change in Fund Balance:</b>				-2,860.70				
<b>Grand Total Net Effect:</b>		94,627.00	80,848.00	-2,860.70	-2,860.70	0.00	83,708.70	

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

- 
- \* **#1 Tree Trimming** Majority of tree trimming is scheduled during fall months.  
10-30-5656, 10-40-5656, 10-50-5656,  
10-80-5656
- 
- \* **#2 Tree Watering Program** Sprayer purchased to water parkway trees. Amount has been in Amended Budget. No  
10-80-5664 further expenditures expected this FY.
- 
- \* *Noted in previous month(s). However, explanation is still warranted and valid.*

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM G-1**

**Date:** March 12, 2013  
**To:** Honorable Board of Directors  
**From:** General Manager  
**SUBJECT:** RESOLUTION NO. 13-03-12-01 REJECTION OF GOVERNMENT CLAIM

**RECOMMENDATION:**

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

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

**BACKGROUND:**

A claim in the amount of \$11,038.82 has been filed by California Automobile Insurance Co., address P.O. Box 10730 Santa Ana CA 92711, relating to the Ms. Shelly Roper claim, which alleged damage to her personal property caused by a parkway tree. This claim was forwarded to Special District Risk Management Authority (SDRMA) who provides insurance for the District. SDRMA is advising the District to reject this claim, on the basis that the District's tree consultant has found that a District tree does not exist at the loss location.

The attached Resolution formally rejects the tort claim. Further action on this matter will be conducted in accordance with established liability claim procedures as recommended by SDRMA. Ms. Roper filed a claim with her insurance carrier for damage to her vehicle which allegedly was damaged by a falling limb at 12592 Oak Way, Los Alamitos, CA. By rejection of this claim, the matter will be turned back over to SDRMA for their decision on whether or not to pay the claim.

**ATTACHMENTS:**

1. Resolution No.13-03-12-01 Rejection of Claim.
2. Claim dated February 6, 2013 from California Automobile Insurance Co.
3. Email dated February 25, 2013 from SDRMA recommending that the District reject the Claim.
4. Letter dated February 25, 2013 from SDRMA to California Automobile Insurance Company informing them that the District's tree consultant has advised that there is not a District-planted tree (and there never has been) at loss location, and that District had never been contacted about the fallen tree branch.

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**RESOLUTION NO. 13-03-12-01**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
ROSSMOOR COMMUNITY SERVICES DISTRICT’S REJECTION OF  
CLAIM**

**WHEREAS**, a claim for monetary damages (Claim) was presented by California Automobile Insurance Co., dated February 6, 2013, relating to the Ms. Shelly Roper claim, against the Rossmoor Community Services District for personal property damages; and

**WHEREAS**, the Board of Directors of the Rossmoor Community Services District has timely considered the Claim filed by California Automobile Insurance Co.;

**NOW, THEREFORE BE IT RESOLVED** that the Board of Directors of the Rossmoor Community Services District has concluded that the Claim be rejected in its entirety.

**BE IT FURTHER RESOLVED** that the District’s General Manager is authorized to give notice to California Automobile Insurance Co. of this Board’s decision to reject in its entirety, the Claim, and further advise that said claimant has six (6) months from the date the rejection is deposited in the mail to file a court action on the Claim. Such notice, together with a copy of this Resolution, shall be served upon California Automobile Insurance Co. on or before April 1, 2013.

**PASSED AND ADOPTED** this 12th day of March, 2013.

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Michael Maynard, President  
Rossmoor Community Services District

ATTEST:

\_\_\_\_\_  
Chris Montana, Secretary  
Rossmoor Community Services District



AMENDED

ROSSMOOR COMMUNITY SERVICES DISTRICT

CLAIM FORM

(Please Type or Print)

CLAIM AGAINST ROSSMOOR COMMUNITY SERVICES DISTRICT

Claimant's name: CALIFORNIA AUTOMOBILE INSURANCE CO. DOB: \_\_\_\_\_

Claimant's address: \_\_\_\_\_

Address where notices about claim are to be sent, if different from above: \_\_\_\_\_

Date of incident/accident: 8/12/12 1:45 PM

Date injuries, damages, or losses were discovered: SAME DAY / TIME

Location of incident/accident: 12592 OAKWALK DR LOS ALAMITOS

What did District or employee do to cause this loss, damage, or injury? FAILURE TO MAINTAIN TIRE TREADS.

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? N/A

What specific injuries, damages, or losses did claimant receive? LARGE HEAVY TREE BRANCH FELL ON 2003 BMW 745, THIS CAUSED \_\_\_\_\_

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)] \$ 11,038.82

How was this amount calculated (please itemize)? \$ 17031.32 TOTAL LOSS AMOUNT + \$ 500.00 DEDUCTIBLE LESS \$ 6492.50 SALVAGE RECOVERY

(Use back of this form or separate sheet if necessary to answer this question in detail.)

Have you filed a claim with you insurance carrier? Yes  No \_\_\_\_\_

Date Signed: 2-6-13 Signature: [Handwritten Signature]

If signed by representative:

Representative's Name: TIM TIBBETT Address: P.O. Box 10730 SANTA ANA, CA 92711

Telephone # \_\_\_\_\_

Relationship to Claimant \_\_\_\_\_

**Jessica Verduzco**

---

**From:** Karen Lafferty  
**Sent:** Monday, February 25, 2013 11:33 AM  
**To:** Jessica Verduzco  
**Cc:** Barbara Tyler  
**Subject:** Shelly Roper Claims

Hi Jessica,

This will confirm our conversation wherein I spoke to Barbara in regard to further handling of these claims.

As Barbara discussed with you last Friday, you should send a Notice of Insufficiency to Shelly Roper for the first claim submitted by Tim Tibbett at Mercury Insurance.

➔ After further review, we noted the second claim filed by Tim at Mercury is sufficient. We recommend this claim be rejected rather than returned as insufficient.

I will send a letter to Tim advising of Mary Kingman’s finding that there is not a District tree planted at the loss location he indicates on his claim form.

Thanks!

*Karen*

Karen Lafferty AIC  
Senior Claims Examiner

  
Special District Risk Management Authority  
1112 I Street, Suite 300  
Sacramento, California 95814  
Tel: 916.231.4141 Fax: 916.231.4111  
Toll Free: 800.537.7790  
[www.sdrma.org](http://www.sdrma.org)

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Special District Risk  
Management Authority

Maximizing Protection  
Minimizing Risk

1112 I Street, Suite 300  
Sacramento, California 95814-2865  
T 916.231.4141  
T 800.537.7790  
F 916.231.4111  
www.sdrma.org



February 25, 2013

California Automobile Insurance Company  
Attention: Tim Tibbett  
P.O. Box 10730  
Santa Ana, CA 92711

Re: SDRMA Member: Rossmoor Community Services District  
Your Insured: Shelly Roper  
Our Claim No: PD1213005289-0001  
Your Claim No: 2012 0012 020578-23  
Date of Loss: 08/12/2012

Dear Mr. Tibbett:

The Rossmoor Community Services District (District) is a self-insured public entity and a member of Special District Risk Management Authority (SDRMA) a Joint Powers Authority (JPA). SDRMA provides liability coverage for the public entity referenced above. The District has forwarded your claim to SDRMA for further review and handling.

We have been advised by the District's tree consultant that there is not a District-planted tree (and there never has been) at 12592 Oakway Drive in Los Alamitos, California (your stated loss location on the claim form). Also, in your claim, you indicate a large heavy tree branch fell on your insured's BMW, however no one ever contacted the District about a tree branch falling around the date of the occurrence and the photos provided do not show a tree branch.

**Please be advised that receipt of this correspondence does not alter nor affect the meaning of any rejection letter or time limitation contained therein which you have already received or may receive in the future from or on behalf of the Rossmoor Community Services District.**

Should you have questions, please do not hesitate to contact me.

Sincerely,

Karen Lafferty  
Sr. Claims Examiner  
klafferty@sdrma.org

cc: Rossmoor CSD



**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM G-2**

**Date:** March 12, 2013

**To:** Honorable Board of Directors

**From:** General Manager

**SUBJECT:** RESOLUTION NO. 13-03-12-02 REJECTION OF GOVERNMENT CLAIM

**RECOMMENDATION:**

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

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

**BACKGROUND:**

A claim in the amount of \$2,500.00 has been filed by Ms. Violet Orcutt, address Los Alamitos CA 90720, alleging damage to the water main, under public sidewalk, caused by roots from a parkway tree. This claim was forwarded to Special District Risk Management Authority (SDRMA) who provides insurance for the District. They are advising the District to reject this claim, on the basis that pipes from meter to house are the resident's responsibility.

The attached Resolution formally rejects the tort claim. Further action on this matter will be conducted in accordance with established liability claim procedures as recommended by SDRMA. By rejection of this claim, the matter will be turned back over to SDRMA for their decision on whether or not to pay the claim.

**ATTACHMENTS:**

1. Resolution No.13-03-12-02 Rejection of Claim.
2. Claim: Dated February 7, 2013.
3. Invoice dated January 29, 2013 from plumbing company to Ms. Orcutt (Please note that "root" box isn't checked).
4. Email dated February 22, 2013 from SDRMA recommending that the District reject the Claim.

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**RESOLUTION NO. 13-03-12-02**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
ROSSMOOR COMMUNITY SERVICES DISTRICT’S REJECTION OF  
CLAIM**

**WHEREAS**, a claim for monetary damages (Claim) was presented by Ms. Violet Orcutt, dated February 7, 2013, against the Rossmoor Community Services District for property damages; and

**WHEREAS**, that the Board of Directors of the Rossmoor Community Services District has timely considered the Claim filed by Ms. Violet Orcutt;

**NOW, THEREFORE BE IT RESOLVED** that the Board of Directors of the Rossmoor Community Services District has concluded that the Claim be rejected in its entirety.

**BE IT FURTHER RESOLVED** that the District’s General Manager is authorized to give notice to Ms. Violet Orcutt of this Board’s decision to reject in its entirety, the Claim, and further advise that said claimant has six (6) months from the date the rejection is deposited in the mail to file a court action on the Claim. Such notice, together with a copy of this Resolution, shall be served upon Ms. Violet Orcutt on or before April 1, 2013.

**PASSED AND ADOPTED** this 12th day of March, 2013.

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Michael Maynard, President  
Rossmoor Community Services District

ATTEST:

\_\_\_\_\_  
Chris Montana, Secretary  
Rossmoor Community Services District

ROSSMOOR COMMUNITY SERVICES DISTRICT

CLAIM FORM

(Please Type or Print)

CLAIM AGAINST ROSSMOOR COMMUNITY SERVICES DISTRICT

Claimant's name: Violet Orcutt DOB: 5-30-1926  
Claimant's address: Los Alamitos, CA 90720

Address where notices about claim are to be sent, if different from above:  
SAME

Date of incident/accident: 01-28-2013  
Date injuries, damages, or losses were discovered: 01-28-2013

Location of incident/accident: 01-28-2013  
What did District or employee do to cause this loss, damage, or injury? Roots from tree in  
parkway broke water main under sidewalk  
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)?

What specific injuries, damages, or losses did claimant receive? Broken water main  
under public sidewalk  
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]

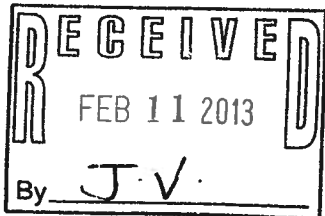
2500<sup>00</sup> = Plumbing Bill to Replace Water main.  
How was this amount calculated (please itemize)? Actual cost from plumber to  
replace water main due to root damage  
(Use back of this form or separate sheet if necessary to answer this question in detail.)

Have you filed a claim with you insurance carrier? Yes \_\_\_ No

Date Signed: 02-07-13 Signature: Violet Orcutt

If signed by representative:

Representative's Name \_\_\_\_\_ Address \_\_\_\_\_  
Telephone # \_\_\_\_\_  
Relationship to Claimant \_\_\_\_\_





# HARRY'S PLUMBING AND DRAINS INVOICE

P.O. Box 5161, Los Alamitos, CA 90721  
(562) 598-7813 • Lic No. 949065

NO 13121

DATE Jan 29, 2013

SERVICEMAN NO. Blundell  
JOB same

CUSTOMER

NAME VIOLET D ORCUTT

ADDRESS \_\_\_\_\_

CITY Rossmore STATE CA

PHONE NO. \_\_\_\_\_ ZIP CODE 90720

PHONE NO. \_\_\_\_\_

TYPE OF JOB  Regular Job  Overtime

FIXTURE	MAIN LINE .....	<input type="checkbox"/>	BATH SINK .....	<input type="checkbox"/>	FLOOR DRAIN .....	<input type="checkbox"/>	ACCESSED .....	<input type="checkbox"/>
CLEANED	TOILET .....	<input type="checkbox"/>	KITCHEN SINK .....	<input type="checkbox"/>	FLOOR SINK .....	<input type="checkbox"/>	THRU DRAIN .....	<input type="checkbox"/>
	BATH TUB .....	<input type="checkbox"/>	LAUNDRY .....	<input type="checkbox"/>	OTHER .....	<input type="checkbox"/>	THRU C/O .....	<input type="checkbox"/>
	SHOWER .....	<input type="checkbox"/>	URINAL .....	<input type="checkbox"/>			THRU VENT .....	<input type="checkbox"/>

CAUSE OF STOPPAGE  Roots  Grease  Other \_\_\_\_\_  
EXPLANATION \_\_\_\_\_

TIME IN _____	LENGTH _____	FEET _____	PIPE _____
TIME OUT _____	OF LINE _____	CLEANED _____	DIAMETER _____

PLUMBING/REMARKS: WATER SERVICE FROM METER TO HOUSE, 1" COPPER LINE.  
DISCOVER CARDS

MINIMUM CHARGE	<u>\$2500</u>
ADDITIONAL FOOTAGE	
ADDITIONAL FIXTURE	
NO. OF FIXTURES <input type="checkbox"/>	
PULLED TRAP/TOILET	
CHEMICAL	
LABOR PLUMBING	
PARTS PLUMBING	
TRAVEL	
TAX	
<b>TOTAL</b>	<u>\$2500</u>

CUSTOMER SIGNATURE \_\_\_\_\_

CASH  CHECK# \_\_\_\_\_  
 CREDIT CARD  BILLED

**Jessica Verduzco**

---

**From:** Karen Lafferty  
**Sent:** Friday, February 22, 2013 1:22 PM --  
**To:** 'treeconsultant@rossmoor-csd.org'  
**Cc:** Jessica Verduzco  
**Subject:** Violet Orcutt Claim

Hi Mary,

This is the claim where Ms. Orcutt alleges roots from a parkway tree broke a water main under the public sidewalk and she has a \$2,5000 plumbing bill. My understanding is that the District has nothing to do with the sewer system nor does the District respond to losses involving tree roots. If the District has an ordinance stating the homeowner is responsible for the their own sewer lines or anything similar that would pertain to Ms. Orcutt's allegations would you please forward it to me.

➔ Also this claim should be rejected so the District should go ahead and place it on the Agenda for the next regularly scheduled Board meeting.

Thanks,

*Karen*

Karen Lafferty AIC  
Senior Claims Examiner

  
Special District Risk Management Authority  
1112 I Street, Suite 300  
Sacramento, California 95814  
Tel: 916.231.4141 Fax: 916.231.4111  
Toll Free: 800.537.7790  
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## Jessica Verduzco

---

**From:** Mary Kingman  
**Sent:** Monday, February 25, 2013 11:19 AM  
**To:** Karen Lafferty;  
**Cc:** Jessica Verduzco  
**Subject:** RE: Violet Orcutt Claim  
**Attachments:** SewerLateral.docx

Hi Karen,

Attached is a memo from Los Alamitos-Rossmoor Sewer District regarding "residents being responsible for their own laterals". Please let me know if you need any more information.

Thank you,  
Mary

---

**From:** Karen Lafferty  
**Sent:** Friday, February 22, 2013 1:22 PM  
**To:** 'treeconsultant@rossmoor-csd.org'  
**Cc:** Jessica Verduzco  
**Subject:** Violet Orcutt Claim

Hi Mary,

This is the claim where Ms. Orcutt alleges roots from a parkway tree broke a water main under the public sidewalk and she has a \$2,5000 plumbing bill. My understanding is that the District has nothing to do with the sewer system nor does the District respond to losses involving tree roots. If the District has an ordinance stating the homeowner is responsible for the their own sewer lines or anything similar that would pertain to Ms. Orcutt's allegations would you please forward it to me.

Also this claim should be rejected so the District should go ahead and place it on the Agenda for the next regularly scheduled Board meeting.

Thanks,

*Karen*

Karen Lafferty AIC  
Senior Claims Examiner



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1112 I Street, Suite 300  
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**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM H-1**

**Date:** March 12, 2013  
**To:** Honorable Board of Directors  
**From:** General Manager  
**Subject:** ADOPTION OF FY 2013-2014 BUDGET CALENDAR

**RECOMMENDATION:**

Review and adopt FY 2013-2014 Budget Calendar

**BACKGROUND:**

Policy No. 3020 Budget Preparation, Adoption and Revision requires that the General Manager prepare and the Board adopt a budget calendar for the succeeding fiscal year, at the March meeting of the Board. Attached is the proposed budget calendar for your consideration. Some dates, such as the review by Board Committees, may be adjusted based on the availability of Committee members on the dates specified. Otherwise, most other dates are dictated by the policy.

**ATTACHMENTS:**

1. FY 2013-2014 Budget Calendar.
2. Policy No. 3020 Budget Preparation, Adoption and Revision.

# FY 2013-2014 BUDGET CALENDAR



<b>March 12, 2013</b>	Submit FY 2013-2014 Budget Calendar to Board
<b>March 29, 2013</b>	Complete FY 2012-2013 Estimates to Close
<b>April 11, 2013</b>	Complete Preparation of FY 2013-2014 Preliminary Budget
<b>April 7, 2013</b>	Review Preliminary Budget with Public Works/CIP Committee
<b>April 30, 2013</b>	Review Preliminary Budget with Budget Committee
<b>May 14, 2013</b>	Present Preliminary FY 2013-2014 Budget to the Board
<b>June 11, 2013</b>	Board Adopts Appropriations Limit by Resolution
<b>June 12, 2013</b>	Public Hearing Notice is Published in Local Newspaper
<b>June 19, 2013</b>	Second Public Hearing Notice is Published in Local Newspaper
<b>July 9, 2013</b>	Final Budget is Submitted to Board for Adoption at a Public Hearing by Resolution
<b>August 13, 2013</b>	Final Date for Adoption of FY 2013-2014 Final Budget

Rossmoor Community Services District

**Policy**

**No. 3020**

---

**BUDGET PREPARATION, ADOPTION AND REVISION**

---

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

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

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

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

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

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

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

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

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

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

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

**3020.70** Second Public Notice: The public notice must be published a second time at least

two (2) weeks before the Final Budget hearing in at least one newspaper of general circulation in accordance with Section 61110(d) of the Government Code.

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

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

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

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

Amended: November 9, 2004

Amended: January 11, 2005

Amended: April 10, 2007

Amended: October 9, 2007

Amended: January 13, 2009

Amended: January 10, 2012

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM H-2**

**Date:** March 12, 2013  
**To:** Honorable Board of Directors  
**From:** General Manager  
**Subject:** FIRST READING OF PAPERLESS AGENDA PROGRAM POLICY

**RECOMMENDATION**

Review and give first reading to the iPad Policy attached as Attachment 1, to be brought back to the Board for a second reading at the next regular board meeting.

**BACKGROUND**

On January 22, 2013 the CIP Committee met and agreed to recommend to the Board the purchase of eight District-issued iPads, device covers, Adobe.pdf security software and iPad safe/sync/charging station in order to securely house the devices. To implement the District's goal toward a paperless agenda solution, it was decided that the recommendation of the CIP Committee be brought back to the Board along with a draft policy for iPad device usage, iPad user check out procedures, insurance against possible device and data loss and ongoing security management to safeguard District data. Attached is the District's first draft policy regarding the use by Board members of District-owned and issued iPads.

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

The draft policy, Paperless Agenda Policy Program No. 5025, is attached for review. Paperless Agenda/iPad Policies from the District of Tustin, Huntington Beach and Piedmont are also attached for reference.

**ATTACHMENTS**

1. Draft RCSD Paperless Agenda Program Policy No. 5025
2. (Attachment A) Confidential Materials Defined
3. Sample Policies for Cities of Tustin, Huntington Beach and Special Dist. Piedmont
5. California Special District Association Informational Materials

Rossmoor Community Services District

Policy

No. 5025

**PAPERLESS AGENDA AND TABLET DEVICE USE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

Adopted:



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

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

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

\_\_\_\_\_  
Board/Staff Member (*Please Print Name*)

\_\_\_\_\_  
Board/Staff Member (*Signature*)

\_\_\_\_\_  
Date

California law requires that certain information be treated as confidential and not be distributed to others inside or outside the District who do not have authorization to view such information. District Board members, the General Manager and Committee members and the Administrative Assistant occasionally receive confidential electronic information. Some examples of confidential information are: personnel records, internal investigations, information relating to or potential litigation, attorney-client communication, information relating to labor negotiations or information relating to confidential real estate negotiations. When Board members, the General Manager, or Committee members receive confidential information it should be marked "Confidential Information" to alert recipients to the nature of the information. Additionally, Board members, the General Manager and Committee members should exercise caution in sending confidential information by E-Communication as compared to written memoranda, letters or phone calls, because of the ease with which such information can lose confidentiality by inadvertent or intentional diversion or re-transmission by others.



# AGENDA REPORT

Attachment 3

Agenda Item 14  
Reviewed: \_\_\_\_\_  
City Manager *[Signature]*  
Finance Director N/A

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MEETING DATE: NOVEMBER 1, 2011  
TO: WILLIAM A. HUSTON, INTERIM CITY MANAGER  
FROM: DAVID E. KENDIG, CITY ATTORNEY  
SUBJECT: UPDATED IPAD POLICY

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## SUMMARY

On May 17, 2011, the City Council considered and adopted the City's first policy regarding the use by City Council members of City-owned and issued iPads.

Since that time, some Council members have purchased their own iPads and have elected to use those iPads for both personal and City-related purposes. As a result, aspects of the existing policy may be confusing or inapplicable to current and future members of the Council, such as the requirement that iPads be returned to the City when the Council member leaves office.

As a result, City IT Staff, the City Clerk and the City Attorney have reviewed and revised the iPad policy to address separately those iPads owned and issued to Council members by the City, and those personally-owned iPads that Council members may use for City-related business.

The proposed policy, as revised, is attached as Exhibit 1. The version of the policy approved by the Council on May 17, 2011 is attached for reference.

## RECOMMENDATION

Review and adopt the revised iPad Policy attached as Exhibit 1, and repeal the policy adopted on May 17.

## FISCAL IMPACT

None

## EXHIBIT 1

### CITY OF TUSTIN IPAD POLICY

#### SECTION 1: GENERAL STATEMENT

The City Council finds that the use of an iPad will assist the members of the Council in the efficient performance of their duties as members of the City Council, including service as members of boards and commissions of other government agencies, and thereby improve service to the public. This Policy is adopted by the City Council to provide guidance regarding what are, and are not, appropriate uses for this important business tool.

Although this Policy authorizes the provision of an iPad to each member of City Council, it is understood that some Council Members may instead opt not to receive a City-issued iPad and instead use his or her personal iPad in the performance of official duties. A member may also elect to not use an iPad at all and continue to receive paper copies.

Section 2 below sets forth guidelines that apply to the use of City-issued iPads.

Section 3 below contains guidelines that apply to the use of personally-owned iPads (that is, an iPad not provided by the City).

The explicit privileges and restrictions set forth in this Policy do not attempt to cover every situation that may arise in connection with the use of this new form of electronic communication. This version of the policy replaces and supersedes all prior versions of the iPad policy.

#### SECTION 2: CITY-ISSUED IPADS

- A. Each member of City Council is eligible to receive a City-issued iPad with mobile connectivity technology installed, a cover or case, stylus, and a screen protector. Each member will also each receive a separate email account that will be used to send the member official city documents, including without limitation City Council agendas, staff reports, and the like. Each Council Member will have access to the Internet through this iPad.
- B. The City-issued iPads are tools for Council Members to conduct City business, including any agencies and committees to which they are assigned or elected. Thus, use of the iPad will be solely for business-related purposes, i.e., to review council agenda materials, research relevant topics, obtain useful information for City-related business, and conduct business communications as appropriate. All of the City's computer systems, including the iPad, are considered to be public property. Subject to the narrow exceptions in the Public Records Act, all documents, electronic records, files, and email messages accessed on the City-issued iPad and all usage reports are considered public records, are subject to the California Public Records Act, and are considered the property of the City of Tustin.
- C. A Council Member shall not download files from sources which he or she has any reason to believe may be untrustworthy nor shall he or she open and read files attached to email transmissions unless the member believes they originate from a trustworthy

source. Downloaded files and attachments may contain viruses or hostile applications that could damage the City's systems. Council Members will be held accountable for breaches of security caused by files obtained for non-business purposes.

- D. The City reserves the right to inspect any and all files stored on computers, iPads, or other electronic devices which are the property of the City of Tustin, in order to assure compliance with this policy. Council Members do not have any personal privacy right in any matter created, received, stored in, or sent from any City iPad and Council Members shall authorize the City Manager to institute appropriate practices and procedures to assure compliance with this policy.
- E. The City-issued iPads are intended to be used for legitimate City business reasons with the goal of improving service to the public.
- F. Council Members shall not download any application, "app", or software to City-issued iPads. These iPads will be equipped and periodically updated by the City with such applications, "apps", and software as may be reasonably necessary and appropriate to perform Council Member's duties. In the event any member of the Council wishes to download any additional application, "app", or software, consent from the City Manager or a majority of the City Council shall be obtained. Any application, "app", or software installed on one Council Member's iPad will be made available for installation on all Council Members' iPads. Any software, email messages, or files downloaded via the Internet into the City systems become the property of the City, and may only be used in ways that are consistent with licenses and copyrights.
- G. Council Members shall not use City-issued iPads for operating a business for personal gain, sending chain letters, soliciting money for religious or political causes, or any other purpose prohibited by law or that interferes with normal City business activities.
- H. When using City-issued iPads, Council Members shall identify themselves honestly, accurately, and completely at all times.
- I. Council Members shall conduct themselves honestly and appropriately while using the City-issued iPad and on the Internet and in the use of email, and respect the copyrights, software license provisions, property rights, privacy and prerogatives of others.
- J. All existing City policies will continue to apply to Council Member conduct on the Internet and in the use of email, including but not limited to those that deal with misuse of City resources, sexual harassment, information and data security, and confidentiality.
- K. iPad, Internet, and email activities carried out in the performance of official duties will be traceable to the City of Tustin and may impact the reputation of the City. Council Members shall refrain from making any false or defamatory statements in any Internet forum or from committing any other acts which could expose the City to liability.
- L. Council Member notes and records regarding the use of the device, may be protected from disclosure to sources outside the City pursuant to exceptions to the Public Records Act, such as an exception recognized by California courts for the "deliberative process". The deliberative process exception is intended to protect the process by which policy decisions are made. However, the Public Records Act requires consideration of a balancing test whether the public interest in maintaining the confidentiality of the records outweighs the public interest in the disclosure of the information sought. As a result,

there is no guarantee that Council Member notes and materials stored on iPads will be entirely exempt from disclosure.

- M. Council Members shall not use City electronic communications facilities to deliberately propagate any virus or other hostile computer program or file, to disable or overload any computer system or network, or to circumvent any system intended to protect the privacy or security of another user.
- N. Council Members shall not use a City email account to send any messages of an obscene, libelous, vulgar, or defamatory nature.
- O. Council Members shall not use any email, instant messaging or other communication program, during any City Council meeting nor use the iPad in any way as to violate the open meeting requirements of the California Brown Act.

### SECTION 3: USE OF IPADS NOT PROVIDED BY THE CITY

- A. Those Council Members who utilize an iPad other than an iPad provided by the City should use a personal email address for their personal correspondence and a separate email account that the Council Member creates for their personal iPad instead of using a City-issued email address.
- B. Council Members acknowledge that emails sent to or from a City-issued email address may be subject to disclosure under the California Public Records Act, even if the emails are composed or reviewed on an iPad that is not provided by the City.
- C. Council Members acknowledge that iPads that are not City-issued will not be provided support by the City in the event the Council Member experiences problems with the device itself or with an application (such as GoodReader). The City will make the digital agenda packet available to those using personal iPads, and will send an email with a download link to the personal email address designated by the Council Member.
- D. All existing City policies will continue to apply to Council Member conduct on the Internet and in the use of email, including but not limited to those that deal with misuse of City resources, sexual harassment, information and data security, and confidentiality.
- E. iPad, Internet, and email activities carried out in the performance of official duties will be traceable to the City of Tustin and may impact the reputation of the City. Council Members shall refrain from making any false or defamatory statements in any Internet forum or from committing any other acts which could expose the City to liability.
- F. Council Member notes and records regarding the use of the device, may be protected from disclosure to sources outside the City pursuant to exceptions to the Public Records Act, such as an exception recognized by California courts for the "deliberative process". The deliberative process exception is intended to protect the process by which policy decisions are made. However, the Public Records Act requires consideration of a balancing test whether the public interest in maintaining the confidentiality of the records outweighs the public interest in the disclosure of the information sought. As a result, there is no guarantee that Council Member notes and materials stored on iPads will be entirely exempt from disclosure.

- G. Council Members shall not use City electronic communications facilities to deliberately propagate any virus or other hostile computer program or file, to disable or overload any computer system or network, or to circumvent any system intended to protect the privacy or security of another user.
- H. Council Members shall not use a City email account to send any messages of an obscene, libelous, vulgar, or defamatory nature.
- I. Council Members shall not use any email, instant messaging or other communication program, during any City Council meeting nor use the iPad in any way as to violate the open meeting requirements of the California Brown Act.

#### SECTION 4: COMPLIANCE

Any violation of any provision of this Policy may constitute official misconduct and be grounds for discipline including, but not limited to:

- 1) Discontinuance of the privilege of using a City-issued iPad;
- 2) Removal of the Council Member from any appointed positions on a board, commission, or committee; and
- 3) Verbal reprimand or censure of the Council Member for such violation.

#### SECTION 5: NOTICE

The City shall take all appropriate steps to inform Council Members of the City of Tustin of the contents of this policy. The City Clerk shall provide a copy of this policy to Council Members. Before being authorized to access and utilize City computer and iPad equipment for Internet and email communication, a City Council Member shall sign the City of Tustin iPad Agreement, a copy of which is attached hereto.

#### SECTION 6: RETURN POLICY

Council Members shall return their City-issued iPad to the City Clerk when the individual Council Member's term and service on the Tustin City Council has ended. Upon return of the iPad to the City Clerk at the end of a Council Member's term and service, any public record content on the returned iPad will be backed up and retained consistent with the California Public Records Act. Each returned iPad will subsequently be wiped clean of any and all information before such iPad is assigned to any other person.

#### SECTION 7: CONCLUSION

The City of Tustin has made available to Council Members an iPad, Internet, and email access for the purpose of performing work efficiently and effectively in the context of available communication technologies. While compliance with this detailed policy is mandatory, it should not impede legitimate use of iPad devices. The purpose of this policy is to ensure that all use is consistent with the law and with the ethical and business practices which the City follows.



CITY OF TUSTIN  
IPAD AGREEMENT  
FOR CITY COUNCIL MEMBERS

I, the undersigned City of Tustin Council Member, have been provided a copy of the City of Tustin iPad Policy and understand its contents fully. I accept and understand terms of the policy and agree to abide by all terms contained in it.

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

\_\_\_\_\_  
City Council Member

\_\_\_\_\_  
Date

CITY OF TUSTIN IPAD POLICY  
APPROVED BY CITY COUNCIL ON MAY 17, 2011  
(FOR REFERENCE)

SECTION 1: General Statement

The City Council of the City of Tustin acknowledges and agrees that the provision and use of an iPad will assist the members of the Council in the efficient performance of our duties as members of the City Council, including service as members of other boards and commissions of other government agencies as a result of our membership on the City Council, and thereby improve our service to the public. This Policy is adopted by the City Council and constitutes its mutual statement of what are, and are not, appropriate uses for this important business tool.

We will be issued an iPad with 3G technology installed, a cover or case, stylus, and a screen protector. We will each receive a separate email account that will be used to send us official city documents, including without limitation City Council agendas, staff reports, and the like. We will have access to the Internet through the iPad.

The explicit privileges and restrictions set forth in this Policy do not attempt to cover every situation that may arise in connection with the use of this new form of electronic communication. We acknowledge, understand, and respect the underlying iPad, Internet, and usage philosophy which forms the basis of this Policy. This philosophy governs all of our on-line activities and we will act in accordance with it at all times.

First and foremost, the iPad, Internet, and E-mail access provided to us are tools for conducting City business. Thus, our use of such tools will be solely for business-related purposes, i.e., to review council agenda materials, research relevant topics, obtain useful information for City-related business, and conduct business communications as appropriate. All of the City's computer systems, including the iPad, are considered to be public property. All documents, files, and E-mail messages are considered public records, are subject to the California Public Records Law, and are considered the property of the City of Tustin.

We agree that we will conduct ourselves honestly and appropriately with the iPad and on the Internet and in the use of E-mail, and respect the copyrights, software license provisions, property rights, privacy and prerogatives of others, just as we would in any other business dealings. All existing City policies will continue to apply to our conduct on the Internet and in the use of E-mail, including but not limited to those that deal with misuse of City resources, sexual harassment, information and data security, and confidentiality.

We also acknowledge that our iPad, Internet, and E-mail activities will be traceable to the City of Tustin and will impact the reputation of the City. We will refrain from making any false or defamatory statements in any Internet forum or from committing any other acts which could expose the City to liability. We will not download files from sources which we have any reason to believe may be untrustworthy nor shall we open and read files attached to E-mail transmissions unless we have knowledge that they originate from a trustworthy source. Downloaded files and attachments may contain viruses or hostile applications that could damage the City's systems. We acknowledge that we will be held accountable for any breaches of security caused by files obtained for non-business purposes.

## SECTION 2: DETAILED POLICY PROVISIONS

A. We recognize that the City reserves the right to inspect any and all files stored on computers, iPads, or other electronic devices, which are the property of the City of Tustin, in order to assure compliance with this policy. We recognize that we do not have any personal privacy right in any matter created, received, stored in, or sent from any City iPad and we authorize the City Manager to institute appropriate practices and procedures to assure compliance with this policy.

B. The City's iPads issued to us are intended to be used for legitimate city business reasons with the goal of improving our service to the public.

C. We acknowledge that we will not download any application, "app", or software to our iPads. Our iPads will be equipped and periodically updated with such applications, "apps", and software as may be reasonably necessary and appropriate to perform our duties. In the event any member of the Council wishes to download any additional application, "app", or software, consent from the City Manager or City Council (as a whole) shall be obtained. Any application, "app", or software installed on one Council member's iPad will be installed on all Council Members' iPads. Any software, E-mail messages, or files downloaded via the Internet into the City systems become the property of the City, and may only be used in ways that are consistent with licenses or copyrights.

D. E-mail and Internet communications are considered public records subject to disclosure to the public pursuant to the California Public Record's Act. Council Member notes and records regarding the use of the device, may be protected from disclosure to sources outside the City pursuant to exceptions to the Public Records Act, such as an exception recognized by California courts for the "deliberative process". The deliberative process exception is intended to protect the process by which policy decisions are made. We recognize however, the Public Records Act requires consideration of a balancing test whether the public interest in maintaining the confidentiality of the records outweighs the public interest in the disclosure of the information sought. As a result, there is no guarantee that Council Member notes stored on Computing Devices will be exempt from disclosure.

E. We will not send any messages of an obscene, libelous, vulgar, or defamatory nature. We will not use any email program or service during any City Council meeting and we will not use the iPad in any way as to violate the open meeting requirements of the California Brown Act.

F. We will not use our City issued iPads for operating a business for personal gain, sending chain letters, soliciting money for religious or political causes, or any other purpose that interferes with normal City business activities.

G. We will not use City electronic communications facilities to deliberately propagate any virus or other hostile computer program or file, to disable or overload any computer system or network, or to circumvent any system intended to protect the privacy or security of another user.

H. In using our City-issued iPads, we will identify ourselves honestly, accurately,

and completely at all times.

### SECTION 3: COMPLIANCE

We acknowledge and agree that any violation of any provision of this Policy may constitute official misconduct and grounds for discipline including, but not limited to:

- a. Discontinuance of the privilege of using a City-issued iPad;
- b. Removal of the Council Member from any appointed positions on a board, commission, or committee; or
- c. Verbal reprimand or censure of the Council Member for such violation.

### SECTION 4: NOTICE

The City shall take all appropriate steps to inform Council Members of the City of Tustin of the contents of this policy. The City Clerk shall provide a copy of this policy to Council Members. Before being authorized to access and utilize City computer and iPad equipment for Internet and E-mail communication, a City Council Member shall sign the City of Tustin iPad Policy, a copy of which is attached hereto.

### SECTION 5: RETURN POLICY

Council Members shall return their iPad to the City Clerk when the individual Council Member's term and service on the Tustin City Council has ended. Upon return of the iPad to the City Clerk at the end of a Council Member's term and service, any public record content on each returned iPad will be backed up and retained consistent with the California Public Records Act; each returned iPad will subsequently be wiped clean of any and all information before such iPad is assigned to any other person.

### SECTION 6: CONCLUSION

The City of Tustin has provided iPad, Internet, and E-mail access to Council Members for the purpose of performing work efficiently and effectively in the context of available communication technologies. While compliance with this detailed policy is mandatory, it should not impede legitimate use of these facilities. The purpose of this policy is to ensure that all use is consistent with the law and with the ethical and business practices which the City follows.

CITY OF TUSTIN  
IPAD AGREEMENT  
FOR CITY COUNCIL MEMBERS

I, the undersigned City of Tustin Council Member, have been provided a copy of the City of Tustin iPad Policy and understand its contents fully. I accept and understand terms of the policy and agree to abide by all terms contained in it.

I will indemnify the City for any reasonable fees, expenses, or damages incurred as a result of my intentional or malicious misuse of the City's computers, iPads, and communication equipment. I understand that there are a number of potential circumstances where I could innocently or inadvertently cause damage to the City computer networks or systems for which I would not be held liable. I would expect that due process rights would be afforded to me should any charge of damage or misuse of the City computer systems be brought against me.

\_\_\_\_\_  
City Council Member

\_\_\_\_\_  
Date



# ADMINISTRATIVE REGULATION

## Office of the City Manager

Number	607
Sections	1 – 4
Effective Date	March 29, 2012
Responsible Dept.	City Clerk
Review Date	March 29, 2012

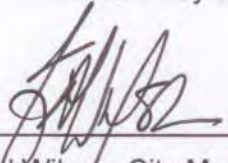
<b>SUBJECT: E-Packet (iPad) Policy</b>
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1. **Purpose:** Use of electronic media is necessary and useful for City Council, Board, Commission, or Committee members to improve communication and efficiently perform their City duties. The E-packet (iPad) policy is designed to insure the proper use of electronic media during public meetings to comply with all applicable laws concerning hearings and deliberating procedures involving due process, and the provisions of the Brown Act and the Public Records Act.
2. **Authority:** Charter of the City of Huntington Beach, Section 401.
3. **Definitions:**
  - 3.1 **E-Communication:** Electronic text or visual communication and attachments distributed via E-mail, websites, instant messaging, text messaging, Twitter, or comparable services.
  - 3.2 **Electronic Communication System Devices (ECSDs):** Products designed to electronically process, transmit, or store information such as computers, phones, cell and smart phones, printers, modems, data files, iPads, and readers.
  - 3.3 **E-Packet:** City Council, Board, Commission, or Committee agenda material published in a digital, versus hard copy (paper) format.
4. **Policy:**
  - 4.1 **Distribution of E-Packet Devices:** City Council members will be personally assigned an Apple iPad or other ECSD that will include a protective device case and device charger. The device will be configured to run City-approved E-Packet applications with annotation capabilities, and allow access to the Internet and email. Other applications such as iTunes, Apps Store, etc. that require a fee must be managed by each individual City Council member using a personal form of payment. The City of Huntington Beach will not provide technical support for applications that are not directly associated with delivery of E-Packet agenda material or the use of email or the Internet.

E-Packet devices (including protective device case and charger) are to be returned to the City at the time a City Council member retires from City service. Other City Boards, Commissions, Committees will be solely responsible to purchase and maintain E-Packet

devices for their members, but are otherwise expected to comply with all E-Packet policy-related provisions.

- 4.2 Distribution of E-Packet agenda material: The City Clerk's Office will process and publish E-Packet agenda material for distribution to the City Council on Wednesday afternoons, five days prior to a regularly scheduled meeting (exceptions may apply for holidays). City Council members will receive an E-Communication alerting them when E-Packet materials are available for downloading onto E-Packet devices. City Council members are solely responsible for electronically charging E-Packet devices, and downloading E-Packet materials.
- 4.3 E-Packet Support: The City Clerk's Office will be the contact point for all agenda-related services and inquiries. The Information Services Department will be the contact point for all E-Packet technical service and support.
- 4.4 Use of E-Communications during meetings: Use of ECSDs to send E-Communications by City Council, Board, Commission, or Committee members during public meetings or hearings subject to Brown Act provisions is prohibited, with the exception of E-Communications received under emergency circumstances from a family member or other personal contact.
- 4.5 Public Records Act/ Due Process: City records, whether paper or electronic, are governed by the public disclosure requirements of the Public Records Act. Due process during deliberations on matters such as land use applications and grants, denial or revocation of permits and licenses, and the like require that all evidence be introduced during the deliberations. In the event that an E-Communication is received by a City Council, Board, Commission, or Committee member during a meeting regarding an agendized matter, the content of the E-Communication must be disclosed and considered part of the public record.
- 4.6 Confidentiality: California law requires that certain information be treated as confidential and not be distributed to others inside or outside the City who do not have authorization to view such information. City Council, Board, Commission, or Committee members may occasionally receive confidential electronic information. Some examples of confidential information are: personnel records, internal investigations, information relating to litigation or potential litigation, attorney-client communication, information relating to labor negotiations, or information relating to confidential real estate negotiations. When City Council, Board, Commission, or Committee members receive confidential information, it should be marked "Confidential Information" to alert recipients to the nature of the information. Additionally, City Council, Board, Commission, or Committee members shall exercise caution in sending confidential information by E-Communication as compared to written memoranda, letters or phone calls, because of the ease with which such information can lose confidentiality by inadvertent or intentional diversion or re-transmission by others.

  
\_\_\_\_\_  
Fred Wilson, City Manager

City of Piedmont  
COUNCIL AGENDA REPORT

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DATE: September 4, 2012

FROM: John O. Tulloch, City Clerk / IS Manager

SUBJECT: Consideration of a Policy Regarding City Council iPads and Update on Paperless Agenda Project

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**RECOMMENDATION**

By motion, adopt the attached use policy regarding City Council iPads

**BACKGROUND**

In the 2012-2013 budget, staff was directed to purchase iPads for use to distribute agenda materials to the City Council. The measure was taken in an effort to reduce the amount of paper used and number of copies made in preparing agenda materials for City Council meetings.

As these will be the first tablet computers in use by the City, a new policy was needed to govern their use. The policy covers the following areas:

- How iPads will be made available to members of the City Council
- Use of iPads and associated Software
- Legal Requirements, including Brown Act, Public Records Act, and prohibition on use for campaign purposes
- Personal Use of iPad
- Disposal of iPad at end of term on the Council

The policy before the Council was developed by the City Clerk / IS Manager in consultation with the City Attorney using best practices and the iPad policies promulgated by other cities as examples. It covers both iPads provided by the City and iPads owned by Council Members and used for agenda distribution.

**Update on Project Status**

The project is proceeding well. We are in the process of purchasing the hardware and software necessary to get up and running. Training will soon be offered to members of the City Council and the first distribution of agenda materials will happen at or before the Council's meeting of October 15<sup>th</sup>.



City of Piedmont  
CITY COUNCIL IPAD POLICY

I. POLICY

This policy is intended to guide the use of iPads by the City Council. However, it does not cover every situation that may arise. All existing Council polices continue to apply to Council Member conduct while using iPads.

II. BACKGROUND AND PURPOSE

The use of iPads will assist members of the City Council in the efficient performance of their duties, including service as members on other boards and commissions. The use of iPads will also help enhance environmental sustainability by reducing the amount of paper needed for the operations of the Council.

III. PROCEDURE

All Council Members are requested to use an iPad and will no longer be provided with printed meeting packets and agendas, except by special request. Copies of the packet and agenda will be made available for download though an iPad.

All Council Members using iPads for City business will sign the attached agreement acknowledging understanding of and compliance with this policy.

All references to “iPad” include iPad2 and other iPad-series devices. The two options for obtaining an iPad are listed below:

**Option A: City-issued**

The City will provide Council Members with a City owned iPad and protective case. Council Members must return the iPad and any City-issued accessories to the City Clerk / IS Manager at the end of their service on the Council. Council Members are responsible for the general care of any City-issued equipment. Any iPad or accessory that is broken, damaged, or fails to work properly must be taken to the City Clerk / IS Manager for evaluation.

**Option B: Council Member-owned**

Council Members may choose to purchase their own iPads. These devices must support the applications required by the City, and must have cellular data (3G, 4G, etc.) capability. The City will not provide any hardware support for Council Member-purchased iPads.

## **Software and Use:**

### **The following apply to both City-issued and Council Member-owned iPads:**

Council Members will be provided with the apps needed to conduct City business. The Council Member should update both these apps and the iPad operating system as updates are released. Training on the basic use of the iPad as well as the applications required by the City for conducting City businesses will be provided by the City. All City-provided apps, data, and services (such as email and calendars) will remain the property of the City and may be accessed, altered, or removed by the City at any time. All information on any iPad used for City business may (with limited exceptions) be subject to the provisions of the Public Records Act.

If a Council Member believes the security of his or her iPad has been compromised, he or she shall immediately notify the City Clerk / IS Manager. The iPad should be password protected and used only by the authorized Council Member. Internet use, email and other activities carried out on the iPad may be traceable to the City of Piedmont, and may impact the reputation of the City.

Council Members shall not use the iPad in any way as to violate the public meeting requirements of the Brown Act. Council Members may not use the iPad in violation of Government Code § 54964, which prohibits the expenditure or authorization to expend public resources to "...support or oppose the approval or rejection of a ballot measure, or the election or defeat of a candidate, by the voters."

Cellular data use (not Wi-Fi) outside of the continental USA is extremely expensive. Therefore, City-issued iPads may not be used outside of the continental USA, and the City will not pay data fees for Council Member-purchased iPads incurred when used outside of this area.

### **The following applies to City-issued iPads:**

City-issued iPads and accessories are tools for Council Members to conduct City business. Only personal use which is lawful, "incidental and minimal," and which does not result in a gain or advantage to the user or a loss to the City is permitted.

City-issued iPads may be backed up, remotely wiped, restored from a backup, or restored to factory settings as necessary to maintain the technical viability of the device and/or the City's network. The City does not accept responsibility for loss of files or software lost due to a wipe and backup. The City may add, upgrade or remove software/information on the iPad as necessary to maintain the technical viability of the device and/or the City's network. In addition, the City will retain access to and ownership of backups of the iPad's content. The Apple ID and iCloud accounts used to manage the device will be maintained by the City.

**The following applies to Council Member-owned iPads:**

Council Member-owned devices can be used without restriction, but Council Members are responsible for backing up their own devices. The City takes no responsibility for maintaining backups of Council Member-owned devices. City Staff will not provide any support for hardware or software, except for software that is required and provided for the conduct of City business.

**Data**

All iPads used by Council Members must be cellular data (3G, 4G, etc.) equipped to allow Council Members to have frequent access to their City information. The City will purchase a data plan for all City-issued iPads. Use of the data plan is subject to the same restrictions as use of the iPad itself.

Data plans for Council Member owned devices shall be provided by the Council Member at their sole expense.

**Return of Device**

City issued iPads shall be returned to the City Clerk / IS Manager when the individual Council Member's term and service on the City Council has ended. Upon return of the iPad to the City and following the preparation of any appropriate backup files, the iPad will be wiped clean of any and all information at the end of a Council Members term and service.

Disposal of iPads shall be governed by the provisions of Chapter 12B (Surplus Property) of the City Code.

**City of Piedmont**  
**iPad Policy Agreement for City Council Members**

I, the undersigned City Council Member of the City of Piedmont, have been provided a copy of City Council iPad Policy and understand its contents fully. I accept and understand the terms of the policy and agree to abide by all terms contained in it.

\_\_\_\_\_ Council Member

Print Name: \_\_\_\_\_

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

DRAFT

# PRIVACY AND MOBILE DEVICES

## THREE TYPES OF MOBILE DEVICES

### 1. Employer-Owned

- a. We Own It-We Get To Look



### 2. Employee-Owned

- a. You Own It-We Don't Get To Look
- b. Unless Work-Related Data Is Accessed



### 3. Employee-Owned / Employer Subsidized

- a. Employer Has Limited Access To Employer-Related Communications (However, this is still unsettled; uncharted territory that will eventually be determined largely by case law)



## ADDITIONAL CONSIDERATIONS:

4. *Keep Personal Data and E-Mail Accounts Completely Separate*
5. *E-Mail = EVIDENCE*
6. *The Law Is Woefully Behind In Dealing With Technology Issues*
7. *Social Media: Facebook is the 3<sup>rd</sup> Largest Nation in the World; Reaching 1 Billion Users In Just 10 Years*
8. *Mobile Devices are with us all the time. They serve as portable computers, cameras, music players, video players, e-readers, etc.*

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM H-3**

**Date:** March 12, 2013  
**To:** Honorable Board of Directors  
**From:** General Manager  
**Subject:** AGREEMENT FOR PROVISION OF PRODUCTION SERVICES OF DISTRICT BOARD MEETINGS

**RECOMMENDATION:**

Approve Agreement for future production of District Board Meetings.

**BACKGROUND:**

On March 29, 2012, the District entered into a one-year contract with Mr. Douglas Wood for the production of District Board meetings. This contract was entered into after a thorough review of options.

The District has been satisfied with the level of service provided by Mr. Douglas Wood for cost expended.

It is recommended that the Board renew an Agreement for the production of District Board meetings with Mr. Douglas Wood for a term of one year.

**ATTACHMENTS:**

1. Professional Services Agreement between District and Mr. Douglas Wood for production of District Board meetings, for a term of one year.

## **1. PARTIES AND DATE.**

This Agreement is made and entered into this day 29<sup>th</sup> day of March, 2013, by and between The Rossmoor Community Services District, a public agency ("District") and Douglas Wood, an individual ("Contractor"). District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

## **2. RECITALS.**

### **2.1 Contractor.**

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

### **2.2 Project.**

District desires to engage Contractor to record, film, videotape, capture, produce and package the monthly regular meetings of the Board of Directors of the District for broadcast on the applicable public educational, and government ("PEG") channel and internet streaming on the District's website and other websites as may be determined by District ("Project").

## **3. TERMS.**

### **3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. For example, and not by way of limitation, Contractor represents and warrants that Contractor has all right, title, interest and any other permission or approval which may be necessary for the use of any and all equipment, vehicles and other materials which may be necessary for the performance of the Services.

3.1.2 Term. The term of this Agreement shall be for a period not exceeding one (1) year from the date of full execution of this Agreement by both Parties, unless earlier terminated as provided herein. District may elect, in its sole and absolute discretion, to extend the initial term of this Agreement for three (3) one (1) year extended terms, provided District gives Contractor written notice of such election prior to the expiration of the initial or extended term, as applicable.

## **3.2 Responsibilities of Contractor.**

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

3.2.2 Conformance to Applicable Requirements and Coordination of Services. All work prepared by Contractor shall be subject to the approval of District. Contractor agrees to work closely with District staff in the performance of Services and shall be available to District's staff at **all** reasonable times. For example, and not by way of limitation, District shall have the final and total control over the content, editing and final version of any and all recordings, filming, and videotaping as provided for under this Agreement.

3.2.3 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Contractor shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided herein.

### 3.2.4 Insurance.

3.2.4.1 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the



Agreement by Contractor, its agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (2) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (2) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B." Contractor shall submit to District in the form approved by District, a monthly statement for Services rendered prior to the date of the statement. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon. Contractor shall not be reimbursed for any expenses unless authorized in writing by District.

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

### **3.4 General Provisions.**

#### **3.4.1 Termination of Agreement.**

3.4.1.1 Grounds for Termination. District or Contractor may, by written notice to other party, terminate this Agreement at any time and without cause by giving written notice to other party of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Contractor shall be

compensated only for those services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. If this Agreement is terminated as provided herein, District may require Contractor to provide all finished or unfinished documents, materials and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such documents, materials and other information within fifteen (15) days of the request. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.4.2 Ownership of Material All reports, information, data, film, videotape or other material given to, or prepared by or assembled by Contractor as part of the work or services under this Agreement ("Documents and Data") shall be the property of District. Contractor shall not disclose those Documents and Data to any other individual or organization without the prior written approval of District. Contractor represents and warrants that Contractor has the legal right to grant District permission to own and use any and all Documents and Data. District shall not be limited in any way in its ownership and use of the Documents and Data at any time.

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

**Contractor:** Douglas Wood  
4115 Larwin Ave.  
Cypress CA 90630

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**District:** Rossmoor Community Services District  
3001 Blume Dr.  
Rossmoor, CA 90814  
Attn: Chris Montana, General Manager

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

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

3.4.5 Indemnification. Contractor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, contractors and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses.

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

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

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

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

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

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

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

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

\_\_\_\_\_  
\_\_\_\_\_

By:  
Chris Montana  
General Manager

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DOUGLAS WOOD**

\_\_\_\_\_

By:  
Douglas Wood

**EXHIBIT "A"**

**Scope of Services**

Record, film, videotape, capture, produce and package the monthly regular meetings of the Board of Directors of the District for broadcast on the applicable public educational, and government ("PEG") channel and internet streaming on the District's website and other websites as may be determined by District.

Two (2) camera broadcast quality production of the entire monthly regular meetings of the Board of Directors of the Rossmoor Community Services District.

Post production, post editing and assembly in order to create a finalized program.

The final version of the program shall be received by the District and/or made available for broadcasting on the PEG channel and the internet on a date which is not more than five (5) days from the date of the applicable meeting of the Board of Directors.

**EXHIBIT "B"**  
**COMPENSATION**

Douglas Wood

Charge per day for use of equipment - **\$500.00** per day

(Contractor shall be solely responsible for direct payment to the applicable party for use of said equipment.)

Estimated cost of transportation of equipment to and from Board meeting - **\$120.00**

Engineer - **\$25.00** per hour.

Estimated cost of hours for an average meeting — 10 hours x \$25.00 per hour —  
**\$250.00.** (1 hour pick up, 3 hours set up, 4 hours meeting, 1 hour pack up, 1 hour drop off.)

1st Camera Operator - **\$15.00** per hour.

Estimated cost of hours for an average meeting 10 hours x \$15.00 per hour =  
**\$150.00.** (1 hour pick up, 3 hours set up, 4 hours meeting, 1 hour pack up, 1 hour drop off.)

2nd Camera Operator - **\$15.00** per hour.

Estimated cost of hours for an average meeting 8 hours x \$15.00 per hour =  
**\$120.00.** (3 hours setup, 4 hours meeting, 1 hour pack up.)

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM H-4**

**Date:** March 12, 2013  
**To:** Honorable Board of Directors  
**From:** General Manager  
**Subject:** CO-SPONSORSHIP AGREEMENT WITH SHAKESPEARE BY THE SEA

**RECOMMENDATION:**

Authorize General Manager to enter into a co-sponsorship agreement with *Shakespeare by the Sea (Shakespeare)* in which the District would be responsible for coordinating County permits and costs not to exceed \$3,000.

**BACKGROUND:**

In September, 2012, the County informed the District they would be requiring the District to apply for special event permits through the permitting department due to County jurisdiction over Rossmoor's Parks. These permits can be costly depending on the various types of equipment and materials needed to make each event function.

*Shakespeare by the Sea* has been providing theatrical performances in Rush Park for four years. The District collaborates with Shakespeare's artistic producer and founder, Lisa Coffi to include the performances as part of the District's Recreational offerings. Due to the nature of their event, a County special event permit is now required. Additionally, the use of a portable stage may require a permit issued by the Orange County Fire Authority (OCFA).

*Shakespeare by the Sea* is a non-profit organization whose mission is to provide free culturally diverse audiences with theatrical encounters. To ease the permitting process and costs, Shakespeare has submitted a letter requesting the District's co-sponsorship of their two summer performances. Ms. Coffi is expecting to have 500 attendees at each performance based on last year's attendance. Ms. Coffi has recently indicated Shakespeare would be unable to continue performing in Rossmoor if required to go through the County permitting process without support from the District.

**ATTACHMENTS:**

1. Letter from Lisa Coffi of *Shakespeare by the Sea* requesting the District to coordinate permit requirements with the County
2. Policy No. 6013—Joint Use of District Property for District Sponsored Programs.

LISA COFFI  
Producing Artistic Director  
lisa@shakespearebythesea.org

February 27, 2013

SUZANNE DEAN  
Development Director  
suzanne@shakespearebythesea.org

Michael Maynard, President, Board of Directors  
Rossmoor Community Service District  
3001 Blume Dr  
Rossmoor, CA 90720

NICOLE WESSEL  
Festival Producer  
nicole@shakespearebythesea.org

KATIE PRICE  
Executive Assistant  
katie@shakespearebythesea.org

Dear Mr. Maynard,

Board of Directors

AARON AALCIDES  
Board President  
Aalcides Enterprises

TONI MARTINOVICH  
Board Vice President  
Community Advocate

KATHLEEN CADIENT  
Bubulubu Creations

JASNA PENICH  
Malaga Bank

DAVID GRAHAM  
Le Lycee Francais

MARGARET SULLIVAN  
Retired, City of Los Angeles

RAY WOLFE  
Consultant, GMAC

Mission: to bring new, contemporary  
and classical works to underserved,  
culturally diverse audiences in order to  
ignite imagination, promote literacy and  
encourage artistic expression.

Non Profit ID:  
95-4785457

Shakespeare by the Sea has scheduled admission free performances of *King John* and *All's Well That Ends Well* at Rush Park on July 6 and 7, 2013 at 7pm. We are happy to return for our 4<sup>th</sup> season of performances, and are expecting an average of up to 500 people each evening to attend.

Over the years, our productions have received rave reviews from audience members and critic alike. "The actors make it easy to follow the plot. Any 'stigma' about Shakespeare is swept away – very enjoyable!"—S. Jacobson, Carson and "A great chance to see a quality production for free." – *Daily Breeze*. We strive to offer high-quality productions and are fast becoming a "must-see" event and an annual outing for families.

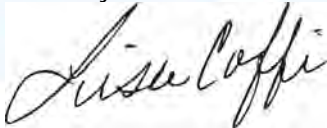
Shakespeare by the Sea brings everything we need to execute the performances – the set, sound system, costumes, etc. However, we need help with the permits required this year.

We would like to request RCSD to co-sponsor the event by having the District coordinate required permits with the county.

We'd be grateful to include RCSD as a co-sponsor of this event on our marketing materials. Please support us as we forge ahead.

If you have any questions or need more information, please contact me by calling 310.619.0599. I look forward to hearing from you soon.

Sincerely,



Lisa Coffi  
Producing Artistic Director

Rossmoor Community Services District

**Policy**

**No. 6013**

---

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

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

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

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

Adopted: June 14, 2005  
Amended: August 12, 2008



**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM H-5**

**Date:** March 12, 2013  
**To:** Honorable Board of Directors  
**From:** General Manager  
**Subject:** EXECUTE AGREEMENT WITH MUSCO LIGHTING TO UPGRADE  
ROSSMOOR PARK REMOTE LIGHTING SYSTEM

**RECOMMENDATION:**

Authorize the General Manager to execute an agreement with Musco Lighting (Musco) to upgrade the Rossmoor Park Remote Lighting System in the amount of \$8,700.

**BACKGROUND:**

Recently a need was identified to upgrade the current lighting system at Rossmoor Park due to the inability to find replacement parts for the existing lighting system. The current lighting system is responsible for controlling the walkway, volleyball, tennis and basketball court lighting. An upgrade would eliminate the current dial-up function and utilize cellular technology to access the lighting system remotely.

Musco is the top provider of sports lighting in the industry and is responsible for providing lighting for National sporting events. Local agencies utilizing Musco's Control-Link system highly recommended Musco's 24/7 access to any agency providing recreational facilities.

Musco Lighting has prepared an estimate for \$8,700 making the system accessible with satellite capabilities for 10 years. There is currently \$8,500 budgeted in the FY 2012-2013 CIP Project List and Fund 40 Budget. The CIP Committee is recommending that we proceed with this project as part of the FY 2012-2013 Project List. The Board approved mid-year budget adjustments at February Board meeting which included the addition of this project.

**ATTACHMENTS:**

1. Musco Lighting quote in the amount of \$8,700
2. FUND 40 Four-Year Capital Improvement Budget
3. Remote Lighting System Report which was presented to the CIP Committee



100 1st Ave West ● PO Box 808 ● Oskaloosa, IA 52577  
Phone: (800) 825-6020 ● Fax: (888) 397-8736

January 22, 2013

Rossmoor Community Services District  
Attn: Emily Gingras  
3001 Blume Drive  
Rossmoor, CA 90720

Re: Control-Link Cost Estimate – Rossmoor Community Park

Dear Emily Gingras,  
Here is the Control-Link Estimate that you requested for Rossmoor Community Park. This quote includes the following...

Equipment

- (1) Remote Equipment Controllers (REC's)
- (5) Remote Off/On Auto Switches
- (1) Remote Switch Box

Zone 1: Basketball	Zone 2: Tennis Courts #1-4
Zone 3: Walkway	Zone 4: Volleyball
Zone 5: Spare	Zone 6:
Zone 7:	

- 10 year parts and labor warranty on all equipment
- All freight costs

Equipment Price \$7200.00

Equipment Installation

- Turnkey installation of all components by Musco Technicians
- Activation and testing of systems to ensure all units are fully functional and operational

Installation Price \$1500.00\*\*

**\*\***This quote does not include prevailing wage rates. It is the customer's responsibility to notify Musco if prevailing wage applies to this project and to supply Musco with the applicable wage rates. If this project is subject to prevailing wage requirements, Musco will provide a revised Quote which includes the appropriate wage rates.

10 Years Control Link Central Service (CLC)

- 24/7 toll free access to CLC customer scheduling operators
- Access to Musco Control Link Scheduling Website
- REC operations and Website Training for your scheduling staff

**Total Equipment & Installation with 10 years of Service: \$8,700.00\***

***Price assumes contactors exist. If contactors are required, they can be purchased at an additional cost to be installed by others.***

\*Please add applicable sales tax. Freight has been included.

Please feel free to call me to discuss any questions or concerns that you may have.

Sincerely,

Troy Shilling  
Service and Parts Sales Manager  
Musco Lighting



**FOUR-YEAR CAPITAL IMPROVEMENT PROGRAM BUDGET**  
**2012-2013 APPROVED BUDGET - FUND 40**

PROJECT TITLE	Actual FY 2011-2012	Final Budget FY 2012-2013	Adjusted Budget FY 2012-2013	Information Only FY 2013-2014	Information Only FY 2014-2015	Information Only FY 2015-2016
<b>REVENUES</b>						
Previous Transferred Available Funds	\$147,838	\$189,788	\$189,788	\$80,848	(\$218,938)	(\$218,938)
Transfer from Fund 10	\$0	\$0	\$0	\$0	\$0	\$0
Transfer from Fund 20 (thru Fund 10)	\$100,000	\$100,000	\$100,000	\$0	\$0	\$0
Prop 1A Payback and Interest from State	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b>\$247,838</b>	<b>\$289,788</b>	<b>\$289,788</b>	<b>\$80,848</b>	<b>(\$218,938)</b>	<b>(\$218,938)</b>
<b>EXPENSES</b>						
<b>ROSSMOOR PARK</b>						
Lot Lot Equipment - Swing Set and Hooded Slides (1) to be consistent with safety regulations.	\$964					
Resurface Basketball Courts.	\$4,654					
Tennis Repaired & Resurfaced	\$41,075					
Replace Chain Link Fencing Around Backstops		TBD	TBD			
Remote Lighting System Added (2/12/13)			\$8,500			
<b>ROSSMOOR PARK SUBTOTAL</b>	<b>\$46,693</b>	<b>\$0</b>	<b>\$8,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>MONTECITO</b>						
Redesign Interior	\$28	\$20,000	\$20,000	\$95,000		
Redesign Courtyard				\$49,800		
New Gate				TBD		
Install Electronic Message Board (Eliminate)						
<b>MONTECITO SUBTOTAL</b>	<b>\$28</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$144,800</b>	<b>\$0</b>	<b>\$0</b>
<b>RUSH PARK</b>						
Rehabilitate and Upgrade Outdoor Men's Restrooms (including waterless urinals) Design paid/moved project to FY 2013-14	\$667					
Parking Lot Repair	\$4,000	\$50,000	\$50,000			
Lot Lot Equipment - Swing Set and Hooded Slides (2) to be consistent with safety regulations.	\$6,352					
Rehabilitate and Upgrade Indoor Men's Restrooms (including waterless urinals)		\$3,120	\$3,120			
Upgrade Auditorium Lamp Fixtures and Install Emergency Lighting		\$19,950	\$19,950			
Replace Peripheral HVAC System in Auditorium		\$32,400	\$32,400			
Baseball Field - Replace with dustless dirt		\$35,000	\$35,000			
Rehabilitate and Upgrade Outdoor Men's Restrooms (including waterless urinals) (\$667 spent on design in FY 2011-12)				\$14,000		
Revise Landscape				\$20,700		
Pour-in-Place Rubber Surfacing (Partial 2,132 sq.ft.) for Lot Lot to be consistent with safety regulations.				\$28,736		
Canopy Entrance for Auditorium				\$37,800		
Replace Temporary Picnic Canopy with Permanent Shade Structure				\$39,000		
Install Solar Panels				TBD		
Outlet and Circuit Breaker for Movies and Concerts in the Park. (TBD in which FY.) = \$10,500						
<b>RUSH PARK SUBTOTAL</b>	<b>\$11,019</b>	<b>\$140,470</b>	<b>\$140,470</b>	<b>\$140,236</b>	<b>\$0</b>	<b>\$0</b>
<b>GENERAL</b>						
Rossmoor Shopping Village Signage (requested by Board Jan. 2012)	\$310	\$24,050	\$24,050			
Replace Round Trash Cans for Rush, Rossmoor and Mini Parks.		\$5,241	\$5,241			
Irrigation Box for Rossmoor Triangle		\$5,400	\$5,400			
IPads for Board including storage safe (added 2/12/13)			\$5,279			
Security Cameras at Rossmoor Entrances (added 2/12/13)			TBD			
Scissor Lift and Utility Trailer (Recommend Removal)				\$14,750		
<b>GENERAL SUBTOTAL</b>	<b>\$310</b>	<b>\$34,691</b>	<b>\$39,970</b>	<b>\$14,750</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL EXPENSES</b>	<b>\$58,050</b>	<b>\$195,161</b>	<b>\$208,940</b>	<b>\$299,786</b>	<b>\$0</b>	<b>\$0</b>
<b>ENDING FUND BALANCE</b>	<b>\$189,788</b>	<b>\$94,627</b>	<b>\$80,848</b>	<b>(\$218,938)</b>	<b>(\$218,938)</b>	<b>(\$218,938)</b>

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**Rossmoor Park Remote Lighting System**

**DATE:** January 10, 2013

**SUBJECT:** Rossmoor Park Remote Lighting System

**FROM:** Emily Gingras, Recreation Superintendent

**TO:** Chris Montana, General Manager

**PURPOSE:**

To update the General Manager on an alternate lighting option for Rossmoor Park's tennis, basketball and volleyball courts and walkways.

**BACKGROUND:**

Rossmoor Park's current lighting system, LC&D was updated in 2005 to alleviate the on/off switch function. The upgrade provided a dial-up function in which all park lights (walkway, volleyball, basketball and tennis lights) could be set remotely from Rush Park or Rossmoor Park.

In 2010, the RHA disconnected their Rossmoor Park phone number causing the dial-up function to lose its connection. After months of trouble-shooting performed by Verizon, Brea IT and LC&D, the dial-up service was connected to a second line at Rossmoor Park. From the time of installation, several connection errors were received on a weekly basis requiring staff to manual schedule the lights from the 'blue box' panel located in the maintenance shop at Rossmoor Park. After nearly year of a 'hit or miss' dial-up connection, the connection ultimately failed.

Tech support for LC&D recommended a new battery pack costing nearly \$1,000. The battery pack was returned when it did not fix the issue. Brea IT spent endless hours trying to locate the issue. Several additional hours were spent troubleshooting with LC&D. District staff requested LC&D provide on-site tech support. LC&D refused stating the problem was not on their end.

**SUMMARY:**

Since 2010, District staff has been setting the lights manually requiring staff to be on site for any issues. On occasion, tennis patrons call the answering service reporting lights do not turn on for a scheduled reservation. Staff responds by reporting to the park to turn on the lights.

Additionally, the lighting system is not connected to a satellite system, resulting in the need for staff to manually change the time for Daylight Savings Time.

In recent years, advances in technology have improved adding smart phone apps to control park lighting. This would require setup of a satellite control and scheduling operators. In addition, staff would have access to operators 24/7 who are able to control the lighting system via satellite.

As a precautionary measure, Recreation staff reached out to Musco Lighting for a quote to upgrade the current lighting system. Musco Lighting has a solid reputation in the parks and recreation field and offers on-site tech support and 24/7 access to a live operator.

Musco Lighting has provided a quote for \$8,500 which includes installation and a 10 year service agreement for 24/7 access. After the 10 year period, there will be an annual fee associated with the service. Currently, the annual fee is \$400.

**ADDITIONAL INFORMATION:**

Research is on-going for additional options. The District's Recreation Superintendent reached out to a local company that is familiar with the current lighting system. Recreation staff is awaiting a quote.

In addition, a meeting with a local Musco technician is in the process of being scheduled to confirm pricing is accurate based on the District's existing system.

Respectfully submitted by,

Emily Gingras, Recreation Superintendent

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

AGENDA ITEM H-6

**Date:** March 12, 2013  
**To:** Honorable Board of Directors  
**From:** General Manager  
**Subject:** EXECUTE AGREEMENT WITH MARINA SECURITY GATE AND IRON WORKS TO INSTALL NEW MONTECITO CENTER SECURITY GATE

**RECOMMENDATION:**

Authorize General Manager to execute agreement with Marina Security Gate and Iron Works for installation of a new wrought iron gate.

**BACKGROUND:**

The existing Montecito Center gate was installed over 20 years ago. Over the past several years, the District's Parks Superintendent has fabricated parts to make the gate operational.

If the gate becomes non-operational, replacement is the District's only option. Two quotes have been received ranging from \$8,000 to \$9,050. Based on staff research and company evaluation, the District recommends executing an agreement with Marina Security Gate and Iron Works in the amount of \$9,050. The quote includes the addition of a Fire Department operated switch for emergency override.

**ATTACHMENTS:**

1. Estimate provided by Marina Security Gate and Iron Works
2. FUND 40 Four-Year Capital Improvement Budget

# Proposal

## MARINA SECURITY GATE & IRON WORKS

### MARINA ELECTRONICS

13650 Cimarron Avenue, Gardena, Ca. 90249  
(310) 329-1919 1-800-339-5931 Fax : (310) 329-9090  
STATE LICENSED CONTRACTOR NO. 383132

SUBMITTED TO: Omero Perez Rossmoor Community Services District		PHONE: 562-381-3137	DATE: 02/27/13
STREET 3001 Blume Drive		JOB NAME Rossmoor Community Services Dist.	
CITY, STATE, ZIP Rossmoor, Calif. 90720		JOB LOCATION 3001 Blume Drive	
CUSTOMER: Omero Perez E-Mail: operez@rossmoor-csd.org		JOB CITY, STATE, ZIP. PHONE Rossmoor, Calif. 90720	

The material in our construction is all high-quality. Our selections range from .065-.085 at standard prices to special gauges priced upon request. All of our welds are high-quality arc welds and are performed under commercial and Industrial standards. The finished product is ground, smoothed and steam washed. We PRIME with grey oxide. Our paint job meets EPA standards and our finished coat is top quality paint. Our installers are all trained journeymen. The jobsites are left clean.

Marina Security Gate proposes to provide the following:

1. Fabricate and install (1) approx. 30' wide X 5' high, wrought iron slide gate. To be constructed with 2" square tubular frame and 3/4" square tubular pickets approx. 4 3/4" on center. To be covered with expanded metal. Includes (1) 6" power wheel.
2. The gate to roll on approx. 30' of surface mounted V-track, bolted to existing concrete across driveway and to have (3) point suspension in rear.
3. The gate to be powered with a Doorking model # 9000 1/2 HP, UL-approved Operator with a timer for automatic close, a safety reverse device and an electrical hook-up to 120 Volts. Stub-out provided by others.

WARRANTY; One year parts, One year labor, 5 year limited Doorking factory warranty.

NOTE: Marina to utilize the existing stubout and concrete pad.

4. A Multi-Code Radio Receiver and (0) transmitters are included for remote control.

Transmitters (NOT included in Proposal total)  
can be purchased at the cost of \$26.00/ea + tax.



# Proposal

## MARINA SECURITY GATE & IRON WORKS

### MARINA ELECTRONICS

Pg. 2

13650 Cimarron Avenue, Gardena, Ca. 90249  
(310) 329-1919 1-800-339-5931 Fax : (310) 329-9090  
STATE LICENSED CONTRACTOR NO. 383132

5. Install KNOX KS2 Fire Department operated switch for emergency over-ride.
6. Install an Omron Photo Eye to further prevent the gate from closing when the opening is obstructed.

WARRANTY; One year parts and labor on the Omron Photo Eye.

**COLOR DISCLAIMER:** Our standard colors are Pacific Brown, Wrought Iron Black and White is "**CLEAN WHITE**". Any other colors are considered custom and we will prime only. NO GUARANTEE ON WHITE PAINT. If a custom color is needed, buyer will supply paint & Marina will apply. Limited guarantee on paint to manufacturer's specifications, weather conditions, water damage or salt areas.

**NOTE: IT IS THE CUSTOMERS RESPONSIBILITY TO CONTACT RESPONDING FIRE STATION TO CONFIRM CITY/COUNTY JURISDICTION.**

**NOTE: Extreme weather conditions such as salt or heat and water can cause damage to painted metal. Therefore, rust and corrosion are not covered by a Guarantee.**

It is the owner's responsibility to check with the city for approval of location of gate; set back laws; Fire Department regulations; and/or height restrictions.

Permit and permit fees are not included.

**Note:** Marina assumes no responsibility or liability for damages to water pipes, gas lines, or electrical conduits.

WHEN APPROVING THIS PROPOSAL, PLEASE WRITE COLOR SPECIFIED IN TEXT (ABOVE) BEFORE RETURNING TO MARINA. THIS WILL HELP EXPEDITE PROCESSING. (IF A "CUSTOM" COLOR IS BEING REQUESTED, PLEASE BE PREPARED TO PROVIDE COLOR INFORMATION AND/OR PAINT.)

PLEASE WRITE IN THE CHOICE OF EITHER STANDARD PAINT COLOR OR "CUSTOM COLOR PROVIDED BY CLIENT"

CHOICE OF COLOR IS \_\_\_\_\_

# Proposal

## MARINA SECURITY GATE & IRON WORKS

### MARINA ELECTRONICS

13650 Cimarron Avenue, Gardena, Ca. 90249  
(310) 329-1919 1-800-339-5931 Fax : (310) 329-9090  
STATE LICENSED CONTRACTOR NO. 383132

DUE TO THE CURRENT, EXISTING UNSTABLE STEEL SHORTAGE, THE PRICES IN THIS PROPOSAL WILL BE GOOD FOR A PERIOD OF 30-DAYS ONLY.

Price includes Tax and Labor

DATE, SIGN AND RETURN WHITE COPY WITH DEPOSIT KEEP WHITE COPY FOR YOUR RECORDS.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

\$9,050.00.....

Payment to be made as follows: 50% DEPOSIT AND BALANCE DUE UPON COMPLETION

the State of California : Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar of the Board whose address is:

Contractors' State License Board - 9835 Goethe Road, Sacramento, CA. 95827 - MAILING ADDRESS P.O. Box 26000, Sacramento, CA. 95826

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance. Attorney's Fees: Should either party commence any action of law under this contract, the successful party to such litigation shall be entitled to recover from the other party, all costs and expenses incurred therein, including reasonable attorney's fees.

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge in addition to the sum stated in this proposal. All changes must be described on reverse side of this proposal sheet and signed for by client.

Authorized Signature \_\_\_\_\_

Reg. No. E74484

Expiry Date: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ SIXTY \_\_\_\_\_ days.

### ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of acceptance \_\_\_\_\_ Signature \_\_\_\_\_ Signature \_\_\_\_\_

P3001BLU.PRO

## CAPITAL IMPROVEMENT PROGRAM - FUND 40 REVENUES / EXPENDITURES BY ACCOUNT NUMBER

ACCOUNT NO.	TITLE	2011-12 ACTUAL	DECEMBER 2012 ACTUALS	2012-13 FINAL BUDGET	2012-13 ADJUSTED BUDGET	VARIANCE	2013-2014 (INFO ONLY)	2014-2015 (INFO ONLY)	2015-2016 (INFO ONLY)
<b>Revenues</b>									
Dept.									
	Previous Transferred Available Funds	147,838	189,788	189,788	189,788	0	80,848	(218,938)	(218,938)
	Other Government Agencies	0	0	0	0	0	0	0	0
	Interfund Transfer	100,000	0	100,000	100,000	0	0	0	0
	Other Financing Sources (Improvement Fund)	0	0	0	0	0	0	0	0
	Reserve/Contingencies	0	0	0	0	0	0	0	0
	<b>Total Capital Improvement Program Revenues</b>	<b>247,838</b>	<b>189,788</b>	<b>289,788</b>	<b>289,788</b>	<b>0</b>	<b>80,848</b>	<b>(218,938)</b>	<b>(218,938)</b>
<b>Expenditures</b>									
Dept.									
	Rossmoor Park	46,693	0	0	8,500	8500	0	0	0
	Montecito Center	28	0	20,000	20,000	0	144,800	0	0
	Rush Park	11,019	0	140,470	140,470	0	140,236	0	0
	General	310	0	34,691	39,970	5279	14,750	0	0
	<b>Total Expenditures</b>	<b>58,050</b>	<b>0</b>	<b>195,161</b>	<b>208,940</b>	<b>13,779</b>	<b>299,786</b>	<b>0</b>	<b>0</b>
	<b>Revenues Less Expenditures</b>	<b>189,788</b>	<b>189,788</b>	<b>94,627</b>	<b>80,848</b>	<b>(13,779)</b>	<b>(218,938)</b>	<b>(218,938)</b>	<b>(218,938)</b>

**Projects added to Adjust Budget 2/12/13**

Security Cameras at Rossmoor entrances.	TBD
Rossmoor Park Remote Lighting Project	\$8,500
IPads for Board including storage safe.	\$5,279
<b>TOTAL</b>	<b>\$13,779</b>

**ENDING FUND BALANCE FY 2012-13**                      **\$80,848**

**FOUR-YEAR CAPITAL IMPROVEMENT PROGRAM BUDGET**  
**2012-2013 APPROVED BUDGET - FUND 40**

PROJECT TITLE	Actual FY 2011-2012	Final Budget FY 2012-2013	Adjusted Budget FY 2012-2013	Information Only FY 2013-2014	Information Only FY 2014-2015	Information Only FY 2015-2016
<b>REVENUES</b>						
Previous Transferred Available Funds	\$147,838	\$189,788	\$189,788	\$80,848	(\$218,938)	(\$218,938)
Transfer from Fund 10	\$0	\$0	\$0	\$0	\$0	\$0
Transfer from Fund 20 (thru Fund 10)	\$100,000	\$100,000	\$100,000	\$0	\$0	\$0
Prop 1A Payback and Interest from State	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b>\$247,838</b>	<b>\$289,788</b>	<b>\$289,788</b>	<b>\$80,848</b>	<b>(\$218,938)</b>	<b>(\$218,938)</b>
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Tennis Repaired & Resurfaced	\$41,075					
Replace Chain Link Fencing Around Backstops		TBD	TBD			
Remote Lighting System Added (2/12/13)			\$8,500			
<b>ROSSMOOR PARK SUBTOTAL</b>	<b>\$46,693</b>	<b>\$0</b>	<b>\$8,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>MONTECITO</b>						
Redesign Interior	\$28	\$20,000	\$20,000	\$95,000		
Redesign Courtyard				\$49,800		
New Gate				TBD		
Install Electronic Message Board (Eliminate)						
<b>MONTECITO SUBTOTAL</b>	<b>\$28</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$144,800</b>	<b>\$0</b>	<b>\$0</b>
<b>RUSH PARK</b>						
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Baseball Field - Replace with dustless dirt		\$35,000	\$35,000			
Rehabilitate and Upgrade Outdoor Men's Restrooms (including waterless urinals) (\$667 spent on design in FY 2011-12)				\$14,000		
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<b>RUSH PARK SUBTOTAL</b>	<b>\$11,019</b>	<b>\$140,470</b>	<b>\$140,470</b>	<b>\$140,236</b>	<b>\$0</b>	<b>\$0</b>
<b>GENERAL</b>						
Rossmoor Shopping Village Signage (requested by Board Jan. 2012)	\$310	\$24,050	\$24,050			
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Security Cameras at Rossmoor Entrances (added 2/12/13)			TBD			
Scissor Lift and Utility Trailer (Recommend Removal)				\$14,750		
<b>GENERAL SUBTOTAL</b>	<b>\$310</b>	<b>\$34,691</b>	<b>\$39,970</b>	<b>\$14,750</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL EXPENSES</b>	<b>\$58,050</b>	<b>\$195,161</b>	<b>\$208,940</b>	<b>\$299,786</b>	<b>\$0</b>	<b>\$0</b>
<b>ENDING FUND BALANCE</b>	<b>\$189,788</b>	<b>\$94,627</b>	<b>\$80,848</b>	<b>(\$218,938)</b>	<b>(\$218,938)</b>	<b>(\$218,938)</b>

**ROSSMOOR COMMUNITY SERVICES DISTRICT**

**AGENDA ITEM H-7**

**Date:** March 12, 2013  
**To:** Honorable Board of Directors  
**From:** General Manager  
**Subject:** PROPOSAL FROM VERIZON TO LEASE DISTRICT PROPERTY  
FOR INSTALLATION OF CELL TOWER

**RECOMMENDATION:**

Discussion and possible action on directing the General Manager regarding the proposal from Verizon.

**BACKGROUND:**

On February 22, 2012, the District received a telephone call and a written proposal from Core Development Services, an authorized representative for Verizon Wireless, to lease property located at 3001 Blume Drive. Access would be 24/7.

The proposed lease area is for approximately 20' x 20' for equipment plus antenna placement. Inquiry was made of Core Development regarding the depth needed to install a cell tower and it could be up to 20'. It is possible that this could present a ground water issue. Other alternatives for installing equipment include placement on building.

The Proposed Monthly Rent to the RCSD is \$1,359.00, including a 10% rent escalation per term. The Proposed term is for 5 years plus automatic renewal options, for a total of 25 years. RCSD could terminate at each annual anniversary by providing a 3-month advance notice.

Past experience involving placement of cell towers in public parks is that the issue can generate strong resident discord.

**ATTACHMENTS:**

1. Proposal from Core Development Services as Verizon's representative.
2. Articles in news regarding cell towers in parks.



Setting the new standard™

Core Development Services  
2749 Saturn Street  
Brea, CA 92821  
Phone 714-729-8404  
Fax 714-933-4441  
Web www.core.us.com

February 22, 2013

Rossmoor Community Services District  
Chris Montana  
3001 Blume Dr  
Los Alamitos, CA 90720

**RE: Proposal to Lease Space to Verizon Wireless for installation of a communications facility.**

Dear Chris Montana:

Core Development Services is an authorized representative for Verizon Wireless. Verizon Wireless is researching properties in the area to locate a wireless communications facility (cell-site) in order to improve the wireless cell phone coverage in the surrounding commercial and residential areas. Please review the proposal below and contact me by **5p on Thursday, February 28th** to confirm that you would like to be included in the candidate pool that will be submitted to Verizon next week – we are working on very aggressive timeframes and are thus seeking motivated landlords that are eager to pursue this opportunity.

This letter confirms Verizon Wireless' interest to lease space on the property located at: **3001 Blume Dr., Los Alamitos, CA 90720** for the purpose of installing a wireless telecommunications facility (cell-site). The following information represents the general lease terms proposed.

- 1) **Lease Premises:** Proposed lease area of 20' x 20' (approximately) for equipment plus antenna placement. Equipment space could be at grade, within an existing utility room or roof, dependent upon the properties space constraints.
- 2) **Use:** Construction, operation and maintenance of a cell-site for the transmission and reception of radio communications signals.
- 3) **Term:** Verizon Wireless proposes an initial term of five (5) years plus four (4) automatic renewal options for a total of twenty five (25) years. Lessee may terminate the lease at each annual anniversary by providing Lessor with three (3) month notice.
- 4) **Rent:** Verizon Wireless proposes an amount of **\$1,359.00** monthly rent. Additionally, Verizon Wireless proposes a ten (10%) rent escalation per term.
- 5) **Access:** 24 hours a day, 7 days a week.
- 6) **Utilities:** At Verizon Wireless' expense, power and telco will be brought to the leased premises.
- 7) **Confidentiality:** Landlord will keep the terms and conditions contained herein, and the details of ensuing negotiations confidential between the parties.

This letter is intended to be a nonbinding letter of interest entered into solely for the purpose of reflecting the interest of the parties in negotiating with one another and to summarize the basic business terms being proposed for the lease agreement. No portion of this letter is to be considered legally binding nor shall the provisions of this letter constitute any form of representation or warranty from one party to the



other. The final lease agreement is subject to Verizon's review and approval, and contingent upon Verizon's signature.

If the terms of this letter of interest are acceptable concerning the proposed lease, please sign below in the place provided to evidence your agreement and return a copy of this letter so that we can begin the process of preparing mutually acceptable legal documents for yours and Verizon's signature.

I look forward to your response regarding this proposal and would be happy to provide additional information. I can be reached at 714-323-2612 or at [mwatson@core.us.com](mailto:mwatson@core.us.com)

**Warm regards,**

**Mike Watson**  
Project Manager - Site Acquisitions  
Authorized Representative for  
**Verizon Wireless**

\_\_\_\_\_  
Signature of Landlord

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contact Number

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[www.StreetAuthority.com](http://www.StreetAuthority.com)**T-Mobile appealing tower decision****Although judge said Huntington Beach violated federal law, courts didn't require city to give company permits to build two cell towers.**January 12, 2011 | By Britney Barnes, [britney.barnes@latimes.com](mailto:britney.barnes@latimes.com)

Construction crews install a cell tower next to the Harbour... (Chris Epting)

T-Mobile is asking a federal court to grant it the right to start building two cell towers disguised as palm trees in two city parks, one of which would stand next to an elementary school.

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T-Mobile West Corp. filed an appeal Dec. 13 to override a U.S. District Court judge's denial of a motion that would have compelled the city to grant the permits for a 55-foot-high tower at Harbour View Park, which is next to Harbour View Elementary School, and a 52-foot-high tower at Bolsa View Park, according to public records.

The company argued that after finding the city in violation of the federal Telecommunications Act of 1996, it should have granted the construction permits, according to court documents.

The city suspended the permits after learning the construction costs were higher than estimated, putting them under the purview of Measure C, a City Charter provision that required at the time that certain projects with construction costs of \$100,000 or more be put to a vote of the people.

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The judge determined using Measure C violated the Telecommunications Act because it stopped the city from making a decision on the projects within a reasonable period of time, according to city documents.

"Having found that the city violated federal law, the District Court erred by denying T-Mobile an injunction compelling issuance of the permits," T-Mobile wrote, according to court documents.

City Atty. Jennifer McGrath said the city is appealing the judge's ruling that it violated the Telecommunications Act.

The judge gave the city 60 days to approve or deny the permits and put the decision in writing.

The City Council voted Aug. 30 to revoke the permits on grounds that a significant coverage gap wasn't proven and there are viable alternatives.

T-Mobile was originally granted administrative approval in 2007, but voluntarily stopped construction in April 2009 after residents found out about the projects and spoke out.



## City leaders ax cell tower at H.B. church

BY ANNIE BURRIS

2010-03-16 07:35:23



HUNTINGTON BEACH – City leaders voted Monday night to deny T-Mobile's request to install a 55-foot cell phone tower designed as a bell tower at a Huntington Beach church, ending nearly six months of battles among the neighbors, the church and T-Mobile officials.

The City Council sided with neighbors near Community United Methodist Church who said the tower was not necessary for cell phone coverage and could hurt property values. The vote was met with applause, a standing ovation, and cheers including one man who yelled "I love you" at the council.

Dianne Larson, one of the community leaders against the tower, fought back tears after the vote.

"I'm so glad," she said about the council's decision. "Just so glad."

The council voted 6-0 to deny T-Mobile's permit requests Monday with Councilman Gil Coerper abstaining because he lives in the area.

Councilman Joe Carchio criticized the church for not reaching out to the community about the cell tower.

"It is hard for me to believe that a church that is supposed to have Christian values ... just completely ignored what the neighbors want ... and hear what the folks have to say," he said. "Without being a good neighbor, I think they turned a lot of people off in the homeowners' community."

T-Mobile and church representatives were not immediately available for comment after the vote.

Before the council vote, Pete Shubin with T-Mobile said they worked diligently with city staff for the bell tower design.

"This is a good project," he said. "We picked the design that really blends in to the existing area, using an existing church bell tower."

The zoning administrator had approved the cell tower last summer. This decision was appealed to the Planning Commission, which denied the cell tower Jan. 26. T-Mobile appealed the commission's decision to the City Council saying it was based on perceived environmental and health effects, which they said is against federal law.

City Attorney Jennifer McGrath said the commission members' decision was within their legal rights.

The residents' concerns mirror the outcry last year over proposed T-Mobile cell phone towers at Bolsa View and Harbour View parks. Construction has stalled for both towers because of a lawsuit against the city about the legality of building the towers in public parks.

Resident John Finley said his family would have probably moved if the tower at the church was approved.

"Please hear us," he asked the council before the vote. "Please understand this is our future. This is our financial well-being. This is where we are going to live. I hope you hear us."

Councilman Keith Bohr said T-Mobile's arguments were "inconclusive and unpersuasive."

**Also at the City Council meeting:**

•The council was slated to vote on an RV storage park on the southeast corner of Ward Street and Garfield Avenue. The vote was delayed to April 19 because the applicant requested more time to talk with residents near the project site.

•The council voted to use about \$3 million from the state as part of Proposition 1B to improve streets. The streets slated for improvements are Edwards Street from Talbert Avenue to Warner Avenue, Magnolia Street from Warner to the 405 freeway, Slater Avenue from Newland Street to Beach Boulevard, and Delaware Street from Yorktown Avenue and Main Street.

•The council voted on a plan to revamp 28 acres of Bartlett Park. The park was previously used by transients and for unauthorized BMX bike racing and paint ball. The new park is expected to have trails and potentially a tot lot.

**Contact the writer:** [aburris@ocregister.com](mailto:aburris@ocregister.com) or 714-796-7922

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