# ROSSMOOR





### **Special Meeting of the Board**

Agenda Package

June 12, 2018

**BOARD OF DIRECTORS** 



#### ROSSMOOR COMMUNITY SERVICES DISTRICT

3001 BLUME DRIVE, ROSSMOOR, CA 90720 / (562) 430-3707 / FAX (562) 431-3710 Website: rossmoor-csd.org email: rcsd@rossmoor-csd.org

#### **NOTICE OF CANCELLED MEETING**

Please be advised that the regular monthly meeting of the Board of Directors of the Rossmoor Community Services District scheduled for Tuesday, June 12, 2018, at 7:00 p.m. has been cancelled.

A Special Meeting has been scheduled at 4:00 p.m. on Tuesday, June 12, 2018.

The next regular Monthly Meeting of the Board of Directors of the Rossmoor Community Services District is scheduled for Tuesday, July 10, 2018 at 7:00 p.m.

#### CALL AND NOTICE OF A SPECIAL MEETING

TO THE MEMBERS OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT:

NOTICE IS HEREBY GIVEN that the President has called a Special Meeting of the Board to be held in the Rush Park Auditorium, 3021 Blume Drive, Rossmoor, California at 4:00 p.m. on Tuesday, June 12, 2018 for the purposes of convening an open session of the Board. The agenda for the meeting is set forth below:

### AGENDA BOARD OF DIRECTORS ROSSMOOR COMMUNITY SERVICES DISTRICT

#### **SPECIAL MEETING**

Rush Park Auditorium 3021 Blume Dr. Rossmoor, California **Tuesday, June 12, 2018** 4:00 p.m.

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

#### A. <u>ORGANIZATION</u>

1. CALL TO ORDER: 4:00 p.m.

2. ROLL CALL: Directors Casey, Kahlert, Maynard, Nitikman

President DeMarco

- 3. PLEDGE OF ALLEGIANCE
- 4. PRESENTATIONS:
  - a. OCSD Lieutenant Pat Rich Re: Introduction and Quarterly Crime Statistics Review

#### **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 only upon the matters listed on this agenda.

#### D. REPORTS TO THE BOARD:

#### E. <u>CONSENT CALENDAR</u>

#### 1. MINUTES:

- a. Regular Board Meeting of April 10, 2018—Receive and file.
- b. Special Board Meeting of March 20, 2018—Receive and file.
- c. Regular Board Meeting of May 8, 2018—Receive and file.
- 2. APRIL 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. <u>PUBLIC HEARING</u>—None

#### G. <u>RESOLUTIONS</u>:

1. RESOLUTION NO. 18-06-12-01 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2018-2019.

#### ORDINANCES—None

#### H. <u>REGULAR CALENDAR</u>

- 1. REPORT OF THE BUDGET COMMITTEE RE: FY 2018-2019 ESTIMATES TO CLOSE, PRELIMINARY BUDGET AND SALARY PLAN
- 2. DISCUSSION AND POSSIBLE ACTION RE: ENTERING INTO A 20 YR. CONTRACT WITH SOCAL EDISON TO UPGRADE ROSSMOOR COMMUNITY STREETLIGHTING TO LED.
- 3. REPORT OF THE TREE COMMITTEE RE: DISCUSSION AND POSSIBLE ACTION RE: RENEWAL OF PROFESSIONAL SERVICES CONTRACT WITH WEST COAST ARBORIST INC. FOR TREE SERVICES IN ROSSMOOR.

#### I. GENERAL MANAGER ITEMS

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

#### J. GENERAL COUNSEL ITEMS

1. DISCUSSION REGARDING MITIGATION MEASURE IMPLEMENTATION FOR CALTRANS FREEWAY IMPROVEMENT PROJECTS.

#### K. BOARD MEMBER ITEMS

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

#### L. <u>CLOSED SESSION</u>—None

#### M. <u>ADJOURNMENT</u>

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

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

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

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

#### CERTIFICATION OF POSTING

I hereby certify that the attached Agenda for the June 12, 2018, 4:00 p.m. Special Meeting of the Board of Directors of the Rossmoor Community Services District was posted at least 24 hours prior to the time of the meeting.

ATTEST:

James D. Ruth General Manager Date 1

#### ROSSMOOR COMMUNITY SERVICES DISTRICT

#### AGENDA ITEM A-4a.

**Date:** June 12, 2018

**To:** Honorable Board of Directors

**From:** General Manager

**Subject:** OCSD QUARTERLY CRIME STATISTICS

#### **RECOMMENDATION:**

Receive presentation.

#### **BACKGROUND:**

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

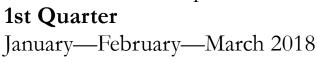
a. O.C. Sheriff's Department Lt. Pat Rich Re: Introduction and Quarterly Crime Statistics.

#### **ATTACHMENTS**

1. Quarterly Crime Statistics

#### ORANGE COUNTY SHERIFF'S DEPARTMENT

Rossmoor Crime Report





#### 2017—2018 Yearly Comparisons

Offense	Jan'17	Feb'17	Mar'17	Apr'17	May'17	Jun'17	Jul'17	Aug'17	Sep'17	Oct'17	Nov'17	Dec'17	Total 2017
187	0	0	0	0	0	0	0	0	0	0	0	0	<u>0</u>
211	0	0	0	0	0	0	0	0	0	0	0	0	<u>0</u>
245	0	0	0	0	0	0	0	0	0	0	0	0	<u>0</u>
459C	0	0	0	0	0	0	0	0	0	0	0	0	<u>0</u>
459R	0	0	0	0	3	4	3	1	2	0	0	7	<u>20</u>
459V	0	4	2	0	0	2	3	0	2	4	2	0	<u>19</u>
487	1	1	2	0	6	1	2	0	0	1	4	1	<u>19</u>
488	3	6	3	2	2	0	0	1	1	2	1	5	<u>26</u>
594	2	0	0	0	0	0	0	0	0	0	0	0	<u>2</u>
10851	1	1	0	0	0	0	0	0	0	2*	0	0	<u>4*</u>
<u>Total</u>	<u>7</u>	<u>12</u>	<u>7</u>	<u>2</u>	<u>11</u>	<u>7</u>	<u>8</u>	<u>2</u>	<u>5</u>	<u>9</u>	<u>7</u>	<u>13</u>	<u>90</u>

Offense	Jan'18	Feb'18	Mar'18	Apr'18	May'18	Jun'18	Jul'18	Aug'18	Sep'18	Oct'18	Nov'18	Dec'18	Total 2018
187	0	0	0										<u>0</u>
211	0	0	0										<u>0</u>
245	0	1	0										<u>1</u>
459C	0	0	0										<u>0</u>
459R	2*	0	0										<u>2*</u>
459V	1	0	2*										<u>3*</u>
487	0	0	1										<u>1</u>
488	0	3	0										<u>3</u>
594	1	2	0										<u>3</u>
10851	0	0	1										<u>1</u>
<u>Total</u>	<u>4*</u>	<u>6</u>	<u>4*</u>										<u>14*</u>

Penal Code Legend

211 = Robbery 187 = Murder

= Assault w/ deadly weapon

459C = Commercial Burglary 459R = Residential Burglary 459V = Vehicle Burglary VC 10851 = Stolen Vehicle

594 = Vandalism 487 = Grand Theft 245 488 = Petty Theft

\*Includes Attempts

#### ORANGE COUNTY SHERIFF'S DEPARTMENT

### Rossmoor Crime Report

#### 1st Quarter

January—February—March 2018



#### Monthly Summary of Crimes

#### January 2018

#### Attempted residential burglary (PC 664/459R)

- 1. 01/08/18: 2000 block of Bostonian Drive, suspect attempted to pry rear door open.
- 2. 01/16/18: 3000 block of Yellowtail, suspect cut and removed a screen from a rear window.

#### Vehicle burglary (PC 459V)

1. 01/29/18: 12000 Chianti Drive, I pod and baseball equipment were taken from a vehicle.

#### Vandalism (PC 594)

1. 01/06/18: 12000 block of Montecito, suspect poured paint onto a vehicle hood.

#### February 2018

#### Assault with a deadly weapon (PC 245):

1. 02/21/18: 11000 block of Los Alamitos, suspect punched and kicked the victim.

#### Petty theft (PC 488)

- 1. 02/02/18: 3000 block of Salmon, a debit card and business cards were taken from an <u>unlocked vehicle.</u>
- 2. 02/04/18: 11000 block of Harrisburg, coins and jewelry were taken from an **unlocked vehicle.**
- 3. 02/27/18: 11000 block of Foster, a package was taken from the front door step.

#### Vandalism (PC 594)

- 1. 02/22/18: 12000 block of Martha Ann, suspect damaged a side gate.
- 2. 02/17/18: 3000 block of Woodstock, suspect sprayed a clear substance on a windshield.

#### ORANGE COUNTY SHERIFF'S DEPARTMENT

Rossmoor Crime Report 1st Quarter

January—February—March 2018



#### Monthly Summary of Crimes

#### **March 2018**

#### Vehicle burglary (PC 459V):

- 1. 03/05/18: 12000 block of Foster, suspect damaged the locks on a vehicle's storage containers.
- 2. 03/09/18: Wembley and Peidmont, a purse which was **in plain sight** was taken from a vehicle.

#### Grand theft (PC 487)

1. 03/22/18: 2000 block of Woodstock, a purse, wallet, baseball equipment, cash, and vehicle key was taken from an **unlocked vehicle** parked on a residential driveway.

#### Stolen Vehicle (VC 10851)

1. 03/24/18: 11000 block of Harrisburg, a vehicle was taken from a residential driveway.

### ROSSMOOR COMMUNITY SERVICES DISTRICT AGENDA ITEM E-1a.

**Date:** June 12, 2018

**To:** Honorable Board of Directors

**From:** General Manager

Subject: MINUTES: REGULAR MEETING OF MAY 8, 2018

#### **RECOMMENDATION:**

Approve the Minutes of the Regular Meeting of May 8, 2018 as prepared by the Board's Secretary/General Manager.

#### **BACKGROUND:**

The report reflects the actions of the Board at their Meeting of May 8, 2018 Meeting of the Board as recorded by the Board's Secretary/General Manager.

#### **ATTACHMENTS:**

1. Minutes-Regular Meeting of May 8, 2018 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, May 8, 2018** 

#### A. ORGANIZATION

1. CALL TO ORDER: 7:00 P.M.

2. ROLL CALL: Directors Maynard, Nitikman,

President DeMarco

Director Casey and Director Kahlert had excused absences

- 3. PLEDGE OF ALLEGIANCE
- 4. PRESENTATIONS:

#### a. Orange County Sheriff's Department Quarterly Crime Statistics

Lieutenant Pat Rich was not in attendance for the presentation. General Manager Ruth stated that he would contact him and arrange for his introduction at the next regular board meeting. The report was received and filed.

#### **B. ADDITIONS TO AGENDA—None**

#### C. PUBLIC FORUM:

Cynthia Centano opined relative to the I-605 Katella Interchange Project and the neighborhood petition circulated by property owners potentially affected by project land acquisitions.

Jody Roubanis opined relative to the I-605 Katella Interchange Project and its relationship to the Foster Road Bike Lane and pedestrian safety, social media and election deadlines.

Lynette O'Brien opined relative to I-605 Katella Interchange Project petition, project sound mitigation follow up, decibel metering studies and the negative affect the aftermath of the freeway projects were having on homeowners property values.

Michael \_\_\_\_\_ relative to increased political signage in the area, i.e. on the Rossmoor Highlands Brick wall, parkways and on private property. He was advised by the Board that all signage on the Rossmoor Signature Wall had to be permitted and adhere to District Policy.

Bob Ooten, candidate for the LAFCO Alternate Commissioner Position, reported to the Board on his qualifications and asked for their vote.

Bev Houghton updated the Board on the Rossmoor Community Festival event. She provided an overview of the event highlights, new sponsors and new food vendors. She also provided some free yard signs for the Board members to display to help advertise the occasion.

#### D. REPORTS TO THE BOARD:

- 1. QUARTERLY STATUS REPORT
- 2. QUARTERLY RECREATION REPORT
- 3. QUARTERLY TREE REPORT

#### E. CONSENT CALENDAR:

DIRECTOR NITIKMAN REQUESTED THAT ITEMS E-1a AND E-1b BE PULLED FROM THE CONSENT CALENDAR AT THIS TIME, SINCE HE WAS NOT PRESENT AT THE SPECIAL MEETING AND DIRECTOR KAHLERT WAS ALSO NOT PRESENT.

- 1a. MINUTES REGULAR BOARD MEETING—March 13, 2018
- 1b. MINUTES SPECIAL BOARD MEETING—March 20, 2018
- 2a. REVENUE AND EXPENDITURE REPORT—FEBRUARY 2018
- 2b. REVENUE AND EXPENDITURE REPORT—MARCH 2018

Motion by Director Nitikman, seconded by Director Maynard to approve Items E-2a and E-2b on the Consent Calendar as submitted. Items E-1a and E-1b Minutes of the Regular Board Meeting of April 10, 2018 and Minutes of the Special Board Meeting of March 20, 2018 were postponed until the next regular board meeting agenda when a quorum of the meeting's attendees would be present to vote. Motion passed 3-0.

#### F. PUBLIC HEARING—None

#### **G. RESOLUTIONS:**

1. RESOLUTION NO. 18-05-08-01 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT SETTING FORTH THE POSITION OF THE BOARD OF DIRECTORS ON THE I-605 KATELLA INTERCHANGE PROJECT AND COMMENTING ON THE PROPOSED MITIGATED NEGATIVE DECLARATION/ENVIRONMENTAL ASSESSMENT.

Recommendation to discuss the Rossmoor Community Services District's position on the I-605 Katella Interchange Project (Project), review and finalize the draft resolution setting forth the District's comments and position on the project including the proposed mitigated negative

declaration/environmental study (MND) for submission to the Orange County Transportation Authority and Caltrans prior to the 12:00 a.m. deadline.

Resident Doug Smith opined relative to the project and read comments he submitted to Caltrans regarding freeway onramp/offramp proximity design flaws potentially creating accidental wrong-way entry hazards, bike lane and pedestrian hazards, noise and land acquisition concerns.

Beverly Houghton announced that the Rossmoor Homeowners Association had submitted a resolution to Caltrans in alignment with RCSD's resolution. She read the resolution aloud.

Discussion ensued relative to resident concerns and the various build alternatives. Motion by Director Maynard, seconded by Director Nitikman to approve Resolution No. 18-05-08-01, supporting the No-Build Option. Motion passed unanimously by roll call vote, 3-0.

AT 8:20 P.M. PRESIDENT DEMARCO CALLED FOR A BRIEF RECESS TO ALLOW STAFF TO SUBMIT THE RESOLUTION TO CALTRANS PRIOR TO THE COMMENT SUBMISSION DEADLINE THAT SAME EVENING.

#### AT 8:25 P.M. THE BOARD RECONVENED THE MEETING.

**ORDINANCES—None** 

#### H. REGULAR CALENDAR:

# 1. DISCUSSION AND POSSIBLE ACTION RE: ENTERING INTO A 20 YEAR CONTRACT WITH SOCAL EDISON TO UPGRADE ROSSMOOR COMMUNITY STREETLIGHTING TO LED

Recommendation to receive the report of the Budget Committee and the committee's recommendation to approve the Southern California Edison Company Proposal to replace current technology high pressure sodium SCE-Owned streetlights with LED technology throughout Rossmoor.

The Budget Committee reported on the pros and cons of the agreement and the thorough vetting that had already been undertaken by Southern California Edison and the Budget Committee. Both Committee Members were impressed with the added safety benefit the LED bulbs provided, which were the new standard adopted by Edison. Lengthy discussion ensued. Director Nitikman stated that he was not convinced that there were no additional options available. He opined that it was reasonable to expect that the price of the LED bulbs go down over the course of 20 years. He was inclined to wait until the current incandescent bulbs expired and replace them with LED bulbs on an as needed basis. President DeMarco and Director Nitikman stated that the LED technology had been heavily researched and improved by Edison over an extended period of time. Waiting for bulbs to burn out one by one would result in a community with mixed lighting—creating both an eyesore and lost monetary savings opportunity.

Motion by Director Nitikman, seconded by Director Maynard, that the item be postponed until the June 12, 2018 Board Meeting when all five board members could be present to give the item proper consideration. Motion passed 3-0.

# 2. DISCUSSION AND POSSIBLE ACTION RE: PROPOSED PROFESSIONAL SERVICES AGREEMENT FOR CUSTODIAL SERVICES AT ALL DISTRICT PARK LOCATIONS FOR EXTERIOR PARK RESTROOM FACILITIES AND TRASH REMOVAL

Recommendation to authorize the General Manager to enter into a three year Professional Services Agreement with CleanNet to provide daily custodial services at all District Park locations for exterior park restroom facilities and trash removal.

The General Manager reported In staff's negotiations with BrightView on the renewal of their contract it was determined that the custodial services formerly provided by BrightView would be removed from the scope of work and that RCSD would contract those services out to another private contractor.

Bids were solicited from qualified contractors to perform the custodial services as specified in the attached proposed contract. Interviews were conducted with the three bidders by the General Manager and the Park Superintendent resulting in our conclusion that Clean Net had the necessary experience and background to perform the tasks outlined in their bid, had the appropriate insurance requirements and the lowest bid price of \$21,588.

Discussion ensued relative to the General Manager's recommendation, whether the custodial personnel would be identifiable and uniformed and whether once daily cleaning was sufficient for the restrooms. The General Manager replied that the personnel would wear uniforms and once-daily cleanings have been sufficient. Additional cleanings would be augmented by RCSD staff. Director Nitikman requested modifications to the termination clause indicating that the District could terminate the agreement with or without cause and the contractor must terminate with cause, with stipulations for the contractor is to give notice.

Motion by Director Nitikman, seconded by Director Maynard to authorize the General Manager to enter into a three year Professional Services Agreement with CleanNet, in the amount of \$21,588, to provide daily custodial services at all District Park locations for exterior park restroom facilities and trash removal subject to General Counsel revisions of the termination clause and stipulations for how the contractor is to give notice. Motion passed 3-0.

# 3. DISCUSSION AND POSSIBLE ACTION RE: BALLOT AND DECLARATION OF QUALIFICATION TO VOTE, LAFCO ALTERNATIVE SPECIAL DISTRICT MEMBER

Recommendation for discussion and possible action to select a candidate for election as Alternate Special District Member to LAFCO and to authorize the General Manager to submit ballots to LAFCO.

Discussion ensued relative to the candidates qualifications. Motion by Director Maynard, seconded by Director Nitikman to select incumbent candidate Jim Fisler as LAFCO Alternative Special District Member. Motion passed 3-0.

### 4. DISCUSSION AND POSSIBLE ACTION RE: PROPOSED PROFESSIONAL SERVICES AGREEMENT WITH R.F. DICKSON FOR STREET SWEEPING SERVICES IN ROSSMOOR

Recommendation that the Board approve and authorizes the General Manager to enter into a Three-Year Street Sweeping Agreement, with two possible One-Year Extended Terms, with R.F. Dickson Company for street sweeping services in Rossmoor

Discussion ensued relative to alternative street sweeping schedules, contract terms, obtaining additional bids and modifying the termination clause. Motion by Director Nitikman seconded by Director Maynard to reinstate the contract for a three month term, obtain bids from at least two or three other street sweeping contractors and report back to the Board.

President DeMarco remarked that R.F. Dickson would have to agree. He opined that they had provided good service to Rossmoor, operated in good faith and were more than willing to work with the District on additional solutions, such as dividing the community into zones.

Lengthy discussion ensued. General Counsel opined that the contract with R.F. Dickson had already expired, so technically they were operating without a contract. The General Manager opined that putting together a bid package with qualified street sweeping vendors would take longer than three months and would potentially damage the good working relationship the District had with R.F. Dickson. Furthermore, the termination clause allowed the District to explore additional solutions with R.F. Dickson as agreed, and if they were unhappy with the results they could terminate the contract via the 7-Day termination clause. Further discussion ensued relative to a one year agreement. It was the consensus of the Board that the service schedule had to be modified this year. Director Maynard stated that the Board wanted to see other possibilities. He stated that he would support the General Manager's recommendation to approve the three year agreement with a 7-Day out clause and allow him time to negotiate a solution by the end of the year.

Amended Motion by Director Nitikman, seconded by Director Maynard to approve the proposed professional services agreement with R.F. Dickson for street sweeping services in Rossmoor for a period of three years, with annual CPI increases with the stipulation that the street sweeping hours on Exhibit A be corrected to read 8:30 a.m. to 4:30 p.m., the District Map be attached; the General Manager continue to work with R.F. Dickson to address resident demands for alternative scheduling solutions and enhanced consistency regarding citations after the sweeper has passed. Motion passed 3-0.

#### I. GENERAL MANAGER ITEMS:

The General Manager reported that staff had scheduled a Tree Committee Meeting on May 23, 2018 at 8:00 a.m. and had tentatively scheduled an early Budget Committee Meeting on June 4, 2018. The Preliminary Budget would be on June 12<sup>th</sup> Agenda and the Budget would be on the July 10, 2018 Agenda.

#### J. BOARD MEMBER ITEMS:

Director Nitikman announced that he had attended the Rossmoor Community Festival this past Sunday, remarking that it was a great event that was well attended. He also stated that he had walked both Kempton and Foster Mini-Parks and was pleased with the condition of the parks as well as the new signage—which, he opined, made a huge improvement aesthetically and provided an educational component. In response to comments from the public regarding the environmental impact of the many past and projected local freeway projects, he requested that the Board authorize General Counsel to conduct legal research related to the EIR for the I-605 Connector Project approved prior to 2008, the I-22 /West County Connectors Project completed in the past couple of years, and the current I-405 freeway widening project, to examine the requirements of the EIR and assess whether the agencies had complied. General Counsel Tarquin Preziosi stated that as long as the request was within the jurisdiction of the District he would prepare an agenda item to include a proposed cost estimate for legal services to research into said matters for the Board's consideration at its next regular meeting.

Director Maynard thanked all the public forum speakers for their comments and opinions. He stated that he believed the Board's action this evening in adopting and submitting Resolution No. 18-05-08-01 Setting Forth the Position of The Board of Directors on the I-605 Katella Interchange Project and Commenting on the Proposed Mitigated Negative Declaration/Environmental Assessment to Caltrans, was the right thing to do.

President DeMarco thanked all the residents who spoke during public forum. He encouraged everyone to attend the meetings and voice their opinions. He requested that the General Manager contact Lieutenant Pat Rich and get him scheduled on the June Agenda for an introduction and crime statistics overview. He opined that he hoped the community realized that the District was working to improve the street sweeping methods in the community was in the process of exploring solutions with the various agencies involved. He concluded that he was glad they were postponing the Board's decision on the Southern California Edison Street Lighting Improvement Project until the entire Board could be present and opined that was what was best for the community. He thanked Doug Smith for his research and participation and Bev Houghton for the RHA's work on the Rossmoor Community Festival.

#### K. CLOSED SESSION—None

#### L. ADJOURNMENT:

Motion by Director Nitikman, seconded by Director Maynard to adjourn the regular meeting at 10:15 p.m. Motion passed 3-0.

SUBMITTED BY: James D. Ruth General Manager

### ROSSMOOR COMMUNITY SERVICES DISTRICT AGENDA ITEM E-1b.

**Date:** June 12, 2018

**To:** Honorable Board of Directors

**From:** General Manager

Subject: MINUTES: REGULAR MEETING OF APRIL 10, 2018

#### **RECOMMENDATION:**

Approve the Minutes of the Regular Meeting of April 10, 2018 as prepared by the Board's Secretary/General Manager.

#### **BACKGROUND:**

The report reflects the actions of the Board at their Meeting of April 10, 2018 Meeting of the Board as recorded by the Board's Secretary/General Manager.

#### **ATTACHMENTS:**

1. Minutes-Regular Meeting of April 10, 2018 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, April 10, 2018

A. ORGANIZATION

1. CALL TO ORDER: 7:00 P.M.

2. ROLL CALL: Directors Casey, Nitikman,

President DeMarco

Director Maynard and Director Kahlert had excused absences

- 3. PLEDGE OF ALLEGIANCE
- 4. PRESENTATIONS:
  - a. President Tony DeMarco Re: Proclamation of Commendation to LAUSD Superintendent Dr. Sherry Kropp

President DeMarco presented LAUSD Superintendent Dr. Sherry Kropp with a Proclamation of Commendation for Educational Excellence and to celebrate her achievement as Orange County Superintendent of the Year. Photos were taken. Applause ensued.

b. LAUSD Superintendent Dr. Sherry Kropp, Board Vice President, Diana Hill, and LAUSD Director of Safety, Chris Vlasic Re: School Safety Presentation

LAUSD Superintendent Dr. Sherry Kropp gave a timely presentation on school safety. Board Vice President, Diana Hill and LAUSD Director of Safety, Chris Vlasic provided additional commentary. They thanked the RCSD Board for their continued cooperative relationship. The presentation was received and filed.

c. Orange County Transit Authority (OCTA)— Chris Boucly Re: Encore Presentation on I-605 Katella Interchange Project

OCTA Representative Chris Boucly returned for an encore presentation to provide a more comprehensive overview of the I-605 Katella Interchange Project, including three proposed design alternatives. He addressed previous questions posed by the RCSD Board and community. He announced the new Public Hearing Date which had been set for Tuesday, April 24, 2018 from 6:00 to 8:00 p.m. Lengthy discussion ensued relative to potential land acquisitions and the three

proposed project design alternatives, Class 2 and Class 3 bike lanes, noise mitigation, and community outreach and notification. President DeMarco wanted to be assured that the Rossmoor homeowners along Ruth Elaine and Martha Ann would receive adequate notification about the potential impact to their property if the alleged 13 feet of land was acquired along the block wall to expand the freeway off ramp. Director Nitikman remarked that most of the noise analysis done was during off peak hours. He suggested OCTA walk the neighborhood during peak traffic hours. Chris Boucly responded that the OCTA would be sure to notify all residents and work with District Staff to provide information and marketing materials for online communication. The presentation was received and filed.

#### **B. ADDITIONS TO AGENDA—None**

#### C. PUBLIC FORUM:

Bob Ooten, candidate for the LAFCO Alternate Commissioner Position, reported to the Board on his qualifications and asked for their vote.

James Fisler, incumbent candidate for the LAFCO Alternate Commissioner Position, reported to the Board on his qualifications and asked for their vote.

Bev Houghton updated the Board on the Rossmoor Community Festival event. She provided an overview of the event highlights, new sponsors and new food vendors. She also provided some free yard signs for the Board members to display to help advertise the occasion.

#### D. REPORTS TO THE BOARD—None

#### **E. CONSENT CALENDAR:**

DIRECTOR NITIKMAN REQUESTED THAT ITEM E-1b BE PULLED FROM THE CONSENT CALENDAR AT THIS TIME, SINCE HE WAS NOT PRESENT AT THE SPECIAL MEETING.

#### 1a. MINUTES REGULAR BOARD MEETING—March 13, 2018

Motion by Director Nitikman, seconded by Director Casey to approve Consent Calendar Item E-1a. Minutes of the Regular Board Meeting, as submitted. Motion passed 3-0.

#### 1b. MINUTES SPECIAL BOARD MEETING—March 20, 2018

Consent Calendar Item E-1b Minutes of the Special Board Meeting of March 20, 2018 was postponed until the next regular meeting agenda when a quorum of the meeting's attendees was present to vote. Motion passed 3-0.

- F. PUBLIC HEARING—None
- G. RESOLUTIONS—None

**ORDINANCES—None** 

#### H. REGULAR CALENDAR:

### 1. DISCUSSION AND POSSIBLE ACTION RE: RENEWAL OF PROFESSIONAL SERVICES AGREEMENT, VIDEOGRAPHER DOUG WOOD

Recommendation to approve extended term agreement with Mr. Doug Wood for broadcasting and production of District Board Meetings.

Discussion ensued relative to a contract assignment clause and the term of the agreement. Motion by Director Nitikman, seconded by Director Casey to approve the renewal of professional services agreement for videographer Doug Wood for the broadcasting of District Board Meetings, with the addition of the no assignment clause and edit/removal of the last paragraph by General Counsel, and change of the amount of increase requiring Board approval stated in contract as \$12,000 to 5% of contract. Motion passed 3-0.

### 2. DISCUSSION AND POSSIBLE ACTION RE: RENEWAL OF PROFESSIONAL SERVICES AGREEMENT, BRIGHTVIEW LANDSCAPING SERVICES

Recommendation to approve the Professional Services Agreement with BrightView Landscape Services, Inc. and authorize the General Manager to execute the proposed professional services agreement with BrightView Landscaping Services, and any future extensions thereto pursuant to District Policy 3050.20.

Discussion ensued relative to the General Manager's satisfaction with the service. The General Manager stated that after meeting with BrightView and renegotiating the cost and terms he was satisfied. The janitorial services were removed from the new contract and the District was going to contract with a separate vendor for those services, reducing costs overall. He added that there was a built in escape clause. General Counsel Tarquin Preziosi suggested standardizing the District contracts to create more uniformity, creating a template and placing it on a future agenda for Board approval. Motion by Director Nitikman, seconded by Director Casey to approve a new 3 year professional services agreement for Brightview Landscaping Services (correct Section 3.1.2 Term to read 3 years instead of 2 years), with the addition of a no assignment clause by General Counsel and extraction of janitorial services—to be contracted out to another company by the District. Motion passed 3-0.

# 3. DISCUSSION AND POSSIBLE ACTION RE: PROPOSED CHANGES TO PROFESSIONAL SERVICES AGREEMENTS FOR TENNIS INSTRUCTION AT ROSSMOOR PARK

Recommendation to approve staff recommendations for proposed changes to Professional Services Agreements, for Fernando Molina and Beau Berglund, for tennis instruction at Rossmoor Park.

The General Manager reported that with the new online reservation system in place, some of the verbiage in the existing tennis instruction contracts no longer applied and needed to be modified. Staff had met with the tennis instructors and per their request agreed to adjust the cancellation window to 24 hours. A penalty clause was also added in order to deter instructors from utilizing the courts for instruction without a prior reservation.

Discussion ensued. Motion by Director Casey, seconded by Director Nitikman to approve the proposed changes to Professional Services Agreements for Tennis Instruction at Rossmoor Park. Motion passed 3-0.

#### I. GENERAL MANAGER ITEMS:

The General Manager reported that Kathy Bell was doing well after her surgery and would be back to work tomorrow. He stated that there would be two revenue and expenditure reports on next month's agenda, in addition to the Southern California Edison street light contract proposal and possibly the R.F. Dickson Street Sweeping and West Coast Arborist Contract renewals. The General Manager also reported that he and President DeMarco had met with the County Representative Tim Whitacre, Orange County Sheriff Department Lt. Pat Rich and R.F. Dickson Street Sweeping Company to discuss alternative options for street sweeping service improvements. The District addressed street sweeping concerns brought forth by residents and staff and he would keep the Board informed of progress. He also announced that the Calvary Chapel Church would be continuing with the painting of the Rush Park Auditorium interior rooms on April 27<sup>th</sup>. Staff was also working on completing the Kempton Park signage project. In conclusion, he stated that he would be taking his first vacation in 4 years to the east coast to visit Fenway Park and the 911 Memorial in New York.

#### J. BOARD MEMBER ITEMS:

Director Nitikman reminded the public to attend the I-605/Katella Interchange Project Hearing on Tuesday, April 24, 2018 from 6:00 p.m. to 8:00 p.m. Comments needed to be in before the May 8<sup>th</sup> deadline. He suggested that the RCSD Board consider scheduling a special meeting at the end of April to draft a letter of formal comments for submission to OCTA/CalTrans before the deadline. Director Nitikman stated that he had walked by Kempton Park and was pleased with the new plants and improvements. He stated that Foster Mini-Park seemed to be in need of more frequent maintenance.

Director Casey concurred with Director Nitikman's comments regarding the I-605 Katella Interchange Project Public Hearing as well as the RCSD Board submitting comments. Although the project was years away, the public was only being given a month to opine and provide input on the project. He expressed concerns about the possibility of land acquirement in some of the proposed Alternatives in order to widen the roads and its potential impact on Rossmoor homeowners. Director Casey thanked Superintendent Sherry Kropp for her timely safety presentation. He encouraged everyone to attend the Rossmoor Community Festival on Sunday, May 6, 2018. He also inquired about the status of staff research on the Highway Improvement Grant Funds.

President DeMarco thanked the staff for their hard work on the agenda and contract proposals. He stated that the I-605/Katella Interchange EIR documents were voluminous; much was demanded of the RCSD Board and they would do their best to review the material and advocate for the community (much like the RHA), however the power to encourage change lies with the people. When people show up in large numbers it makes a big difference and a 4<sup>th</sup> Alternative could be created that is better than the three being proposed by OCTA. President DeMarco wanted to be sure that the residents living along Martha Ann and Ruth Elaine would be notified about the

alleged 13 ft property takeaway, as it would seriously affect their quality of life. He encouraged residents to organize and attend the hearing on April 24<sup>th</sup> and insist on sound wall mitigation. He reported on his meeting with R.F. Dickson, County Representative Tim Whitacre, OCSD and RHA, stating that meeting went well and some main concerns were addressed, such as vehicles being ticketed after the street sweeper had already passed. The possibility of dividing the community into various zones and time intervals was also discussed, however, change would take time as there was a lot of internal bureaucracy to overcome. He encouraged residents to share their thoughts with RCSD Senior Staff rather than on social media. Finally, he reminded fellow Board Members that the Southern California Edison Street Lighting Contract would be on the next agenda. Materials would be sent to Board Members in advance as there was much to review and it was a big decision. He thanked Dr. Sherry Kropp for her leadership and school safety presentation. He expressed appreciation for all her hard work and her advocacy for RCSD. In conclusion he stated that he would be placing his Rossmoor Community Festival yard sign on his front lawn and encouraged all to attend the event on May 6, 2018.

#### K. CLOSED SESSION—None

#### L. ADJOURNMENT:

Motion by Director Nitikman, seconded by Director Casey to adjourn the regular meeting at 9:15 p.m. Motion passed 3-0.

SUBMITTED BY: James D. Ruth General Manager

### ROSSMOOR COMMUNITY SERVICES DISTRICT AGENDA ITEM E-1c.

**Date:** June 12, 2018

**To:** Honorable Board of Directors

**From:** General Manager

**Subject:** MINUTES: SPECIAL MEETING OF MARCH 20, 2018

#### **RECOMMENDATION:**

Approve the Minutes of the Special Meeting of March 20, 2018 as prepared by the Board's Secretary/General Manager.

#### **BACKGROUND:**

The report reflects the actions of the Board at their Special Meeting of March 20, 2018 Meeting of the Board as recorded by the Board's Secretary/General Manager.

#### **ATTACHMENTS:**

1. Minutes-Special Meeting of March 20, 2018 Prepared by the Board's Secretary/General Manager.



### MINUTES BOARD OF DIRECTORS ROSSMOOR COMMUNITY SERVICES DISTRICT

#### SPECIAL MEETING

RUSH PARK 3021 Blume Drive Rossmoor, California

Tuesday, March 20, 2018

A. ORGANIZATION

1. CALL TO ORDER: 7:30 A.M.

2. ROLL CALL: Directors Casey, Maynard

President DeMarco

Directors Kahlert and Nitikman had excused absences

- 3. PLEDGE OF ALLEGIANCE
- 4. PRESENTATIONS—None

#### **B. REGULAR CALENDAR:**

#### 1. OC LAFCO SPECIAL DISTRICT SEAT ELECTION

Discussion and possible action to (1) Designate a voting member (and alternate voting member) of the Rossmoor Community Services District Board of Directors as the District's representative to the Independent Special Districts of Orange County (ISDOC) and (2) Authorize the designated voting member to cast the District's vote as a member of the Special District Selection Committee and (3) Authorize the General Manager to submit Declaration of Qualification to Vote and Ballot to LAFCO no later than 3 pm on Monday, April 9, 2018.

The District was notified of the election process on March 13, 2018. Moreover, the deadline for acting on the 2018 Nomination Form and/or the Declaration of Qualification to Vote was established as April 9, 2018, the day before the regular board meeting on April 10, 2018. Thus, a Special Meeting was the District's only option.

The General Manager reported that with regard to nominating a candidate for the open seat, Mr. Doug Davert is a current Special District Member who is running for election. Mr. Davert has served as a strong advocate for District's on matters taken before the Commission.

Further, Director Casey has been designated by Board President DeMarco as the District's representative on the Independent Special Districts of Orange County (ISDOC) and has served in that capacity for several years. The District is a member of ISDOC, the body who votes for their representative on LAFCO's board.

Attached are the forms for the Nomination and/or Declaration of Qualification to Vote. Upon the Board's decisions, the form(s) will be submitted to LAFCO prior to the stated deadline.

President DeMarco asked General Manager Ruth to brief the committee on the qualifications and background of Candidate Doug Davert who had addressed the RCSD Board at its March 13, 2018 regular meeting seeking support to fill the upcoming vacancy on the LAFCO Board of Directors. Doug Davert's resume was reviewed by the members present who unanimously voted to support Mr. Davert for the vacant LAFCO Board position.

Director Casey was designated by Board President Tony DeMarco as the District Representative on the Independent Special Districts of Orange County (ISDOC) and is the designated voter. Staff will have appropriate voting documents signed and submitted to LAFCO.

#### C. GENERAL MANAGER ITEMS—None

#### D. BOARD MEMBER ITEMS—None

#### **E. ADJOURNMENT:**

Motion by Director Maynard, seconded by President DeMarco to adjourn the special meeting at 7:45 a.m. Motion passed 3-0.

#### **SUBMITTED BY:**

James D. Ruth General Manager

#### ROSSMOOR COMMUNITY SERVICES DISTRICT

#### **AGENDA ITEM E-2.**

**Date** May 8, 2018

**To**: Honorable Board of Directors

**From:** General Manager

**Subject:** REVENUE & EXPENDITURE REPORT - MARCH, 2018

#### **RECOMMENDATION:**

Receive and file the Revenue and Expenditure Report for March, 2018.

#### **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 March, 2018.

#### REVENUE / EXPENDITURE SUMMARY REPORT FUND 10 - GENERAL FUND April 2018 @ 83.34%

		Amended		10.00	Unenc.	%
	Original Budget	Budget	YTD Actual	Current Month	Balance	Budget
Revenues						
PROPERTY TAXES	908,835.00	914,835.00	905,590.59	262,274.00	9,244.41	99.0
STREET LIGHT ASSESSMENTS	314,600.00	314,600.00	316,307.82	91,360.69	-1,707.82	100.5
USE OF MONEY AND PROPERTY	3,000.00	3,000.00	5,525.10	2,334.43	-2,525.10	184.2
OTHER GOVERNMENT AGENCIES	60,400.00	60,400.00	2,580.87	0.00	57,819.13	4.3
FEES AND SERVICES	158,700.00	178,000.00	158,240.00	18,184.75	19,760.00	88.9
OTHER REVENUE	22,000.00	22,000.00	22,490.16	28.20	-490.16	102.2
TRANSFER IN OTHER FUNDS	0.00	0.00	0.00	0.00	0.00	0.0
Total Revenues	1,467,535.00	1,492,835.00	1,410,734.54	374,182.07	82,100.46	94.5
Expenditures						
ADMINISTRATION	420,275.00	421,630.00	333,233.17	33,669.78	88,396.83	79.0
RECREATION	138,628.00	138,828.00	121,526.45	8,339,43	17,301.55	87.5
ROSSMOOR PARK	196,335.00	199,537.00	153,357.91	15,445.28	46,179.09	76.9
MONTECITO CENTER	84,950.00	86,550.00	72,913.38	6,307.78	13,636.62	84.2
RUSH PARK	219,750.00	221,200.00	189,320.67	25,547.26	31,879.33	85.6
STREET LIGHTING	107,715.00	103,715.00	72,941.40	62,16	30,773.60	70.3
ROSSMOOR WALL	2,100.00	2,100.00	2,098.67	0.00	1.33	99.9
STREET SWEEPING	53,650.00	53,650,00	41,700.25	4,549.39	11,949.75	77.7
PARKWAY TREES	133,737.00	133,737.00	108,861.38	21,497.38	24,875.62	81.4
MINI-PARKS, MEDIANS & TRIANGLE	14,562.00	15,762.00	14,298.17	1,209.07	1,463.83	90.7
Total Expenditures	1,371,702.00	1,376,709.00	1,110,251.45	116,627.53	266,457.55	80.6

Audited Fund Balance at June 30, 2017

\$ 833,116.00

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r the Period: 7/1/2017 to 4/30/2018	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bu
Fund: 10 - GENERAL FUND evenues Dept: 00							
PROPERTY TAXES	908,835.00	914,835.00	905,590.59	262,274.00	0.00	9,244.41	99
ASSESSMENTS	314,600.00	314,600.00	316,307.82	91,360.69	0.00	-1,707.82	100
USE OF MONEY AND PROPERTY	3,000.00	3,000.00	5,525.10	2,334.43	0.00	-2,525.10	184
OTHER GOVERNMENT AGENCIES	60,400.00	60,400.00	2,580.87	0.00	0.00	57,819.13	
FEES AND SERVICES	158,700.00	178,000.00	158,240.00	18,184.75	0.00	19,760.00	8
OTHER REVENUE	22,000.00	22,000.00	22,490.16	28.20	0.00	-490.16	10
Dept: 00	1,467,535.00	1,492,835.00	1,410,734.54	374,182.07	0.00	82,100.46	9
venues	1,467,535.00	1,492,835.00	1,410,734.54	374,182.07	0.00	82,100.46	9
Grand Total Net Effect:	1,467,535.00	1,492,835.00	1,410,734.54	374,182,07	0.00	82,100.46	-

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							_
ne Period: 7/1/2017 to 4/30/2018 nd: 10 - GENERAL FUND	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% B
nditures							
Dept: 10 ADMINISTRATION							
SALARIES AND BENEFITS	283,205.00	284,830.00	224,029.17	21,676.27	0.00	60,800.83	78
OPERATIONS AND MAINTENANCE	75,350.00	78,500.00	58,059.24	4,105.81	0.00	20,440.76	7
CONTRACT SERVICES	57,720.00	54,300.00	49,687.57	7,887.70	0.00	4,612.43	9
CAPITAL EXPENDITURES	4,000.00	4,000.00	1,457.19	0.00	0.00	2,542.81	3
ADMINISTRATION	420,275.00	421,630.00	333,233.17	33,669.78	0.00	88,396.83	7
Dept: 20 RECREATION							
SALARIES AND BENEFITS	95,408.00	97,458.00	80,010.97	7,564.50	0.00	17,447.03	8
OPERATIONS AND MAINTENANCE	41,220.00	40,070.00	40,559.31	352.15	0.00	-489.31	10
CONTRACT SERVICES	1,000.00	800.00	717.43	184.04	0.00	82.57	8
CAPITAL EXPENDITURES	1,000.00	500.00	238.74	238.74	0.00	261.26	4
RECREATION	138,628.00	138,828.00	121,526.45	8,339.43	0.00	17,301.55	8
Dept: 30 ROSSMOOR PARK							
SALARIES AND BENEFITS	83,120.00	83,520.00	66,027.05	6,218.85	0.00	17,492.95	7
OPERATIONS AND MAINTENANCE	75,115.00	78,117.00	57,767.72	5,827.59	0.00	20,349.28	7
CONTRACT SERVICES	38,100.00	37,900.00	29,324.40	3,160.10	0.00	8,575.60	7
CAPITAL EXPENDITURES	0.00	0.00	238.74	238.74	0.00	-238.74	
ROSSMOOR PARK	196,335.00	199,537.00	153,357.91	15,445.28	0.00	46,179.09	7
Dept: 40 MONTECITO CENTER	77,7	100,000		1.5/1.12.00		3.24 3.76 1.22	
SALARIES AND BENEFITS	61,530.00	63,330.00	49,074.67	4,612.69	0.00	14,255.33	17
OPERATIONS AND MAINTENANCE	17,220.00	17,220.00	19,058.31	989.39	0.00	-1,838.31	11
CONTRACT SERVICES	5,700.00	5,500.00	4,780.40	705.70	0.00	719.60	8
CAPITAL EXPENDITURES	500.00	500.00	0.00	0.00	0.00	500.00	
MONTECITO CENTER	84,950.00	86,550.00	72,913.38	6,307.78	0.00	13,636.62	8
Dept: 50 RUSH PARK	3,100		110077.33			1334,01137	
		55.332	And hills	0.195.3			_
SALARIES AND BENEFITS	86,770.00	88,770.00	68,970.67	6,615.41	0.00	19,799.33	
OPERATIONS AND MAINTENANCE	94,880.00	94,530.00	91,025.60	15,771.75	0.00	3,504,40	
CONTRACT SERVICES	38,100.00	37,900.00	29,324.40	3,160.10	0.00	8,575.60	7
RUSH PARK	219,750.00	221,200.00	189,320.67	25,547.26	0.00	31,879.33	
Dept: 60 STREET LIGHTING							



the Period: 7/1/2017 to 4/30/2018	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% B
ind: 10 - GENERAL FUND enditures							
Dept: 60 STREET LIGHTING							
OPERATIONS AND MAINTENANCE	715.00	715.00	647.97	62.16	0.00	67.03	5
CONTRACT SERVICES	107,000.00	103,000.00	72,293.43	0.00	0.00	30,706.57	7
STREET LIGHTING	107,715.00	103,715.00	72,941.40	62.16	0.00	30,773.60	( n
Dept: 65 ROSSMOOR WALL							
OPERATIONS AND MAINTENANCE	2,100.00	2,100.00	2,098.67	0.00	0.00	1.33	
ROSSMOOR WALL	2,100.00	2,100.00	2,098.67	0.00	0.00	1.33	
Dept: 70 STREET SWEEPING							
OPERATIONS AND MAINTENANCE	650.00	650.00	633.04	62.16	0.00	16,96	1
CONTRACT SERVICES	53,000.00	53,000.00	41,067.21	4,487.23	0.00	11,932.79	
STREET SWEEPING	53,650.00	53,650.00	41,700.25	4,549.39	0.00	11,949.75	
Dept: 80 PARKWAY TREES							
SALARIES AND BENEFITS	23,562.00	23,562.00	17,743.59	1,908.00	0.00	5,818.41	
OPERATIONS AND MAINTENANCE	1,675.00	1,675.00	1,382.47	151.74	0.00	292.53	
CONTRACT SERVICES	83,500.00	83,500.00	71,660.52	15,008.04	0.00	11,839,48	
CAPITAL EXPENDITURES	25,000.00	25,000.00	18,074.80	4,429.60	0.00	6,925.20	
PARKWAY TREES	133,737.00	133,737.00	108,861.38	21,497.38	0.00	24,875.62	
Dept: 90 MINI-PARKS AND MEDIANS							
SALARIES AND BENEFITS	1,122.00	1,122.00	878.24	82.41	0.00	243.76	
OPERATIONS AND MAINTENANCE	9,290.00	10,490.00	9,953.10	737.59	0.00	536.90	
CONTRACT SERVICES	4,050.00	4,050.00	3,466.83	389.07	0.00	583.17	
CAPITAL EXPENDITURES	100.00	100.00	0.00	0.00	0.00	100.00	
MINI-PARKS AND MEDIANS	14,562.00	15,762.00	14,298.17	1,209.07	0.00	1,463.83	5
enditures	1,371,702.00	1,376,709.00	1,110,251,45	116,627.53	0.00	266,457.55	
Grand Total Net Effect:	-1,371,702.00	-1,376,709.00	-1,110,251.45	-116,627.53	0.00	-266,457.55	_

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For the Period: 7/1/2017 to 4/30/2018	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Revenues							
Dept: 00							
Acct Class: 30 PROPERTY TAXES				10000000			15.00
3000 Current Secured Property Taxes	842,400.00	842,400.00	849,360.09	259,519.68	0.00	-6,960.09	
3001 Current unsecured prop tax	26,000.00	26,000.00	23,116.74	0.00	0.00	2,883.26	88.
3002 Prior secured property taxes	7,100.00	7,100.00	5,577.00	581.35	0.00	1,523.00	78.
3003 Prior unsecured prop taxes	535.00	535.00	0.00	0.00	0.00	535.00	0.
3004 Delinquent property taxes	800.00	800.00	0.00	0.00	0.00	800.00	0.
3010 Current supplemental assessmt	18,000.00	24,000.00	20,080.28	2,172.97	0.00	3,919.72	83.
3020 Public utility tax	14,000.00	14,000.00	7,456.48	0.00	0.00	6,543.52	53.
PROPERTY TAXES	908,835.00	914,835.00	905,590.59	262,274.00	0.00	9,244.41	99.
Acct Class: 31 ASSESSMENTS							
3105 Street light assessments	314,600.00	314,600.00	316,307.82	91,360.69	0.00	-1,707.82	100.
ASSESSMENTS	314,600.00	314,600.00	316,307.82	91,360.69	0.00	-1,707.82	100.
Acct Class: 32 USE OF MONEY AND PROPERTY							
3200 Interest on investments	3,000.00	3,000.00	5,525.10	2,334.43	0.00	-2,525.10	184.
USE OF MONEY AND PROPERTY	3,000.00	3,000.00	5,525.10	2,334.43	0.00	-2,525.10	184.
Acct Class: 33 OTHER GOVERNMENT AGENCIES							
3301 State homeowner proptax relief	5,400.00	5,400.00	2,580.87	0.00	0.00	2,819.13	47.
3305 County street sweep reimburse	55,000.00	55,000.00	0.00	0.00	0.00	55,000.00	0.
OTHER GOVERNMENT AGENCIES	60,400.00	60,400.00	2,580.87	0.00	0.00	57,819.13	4.
Acct Class: 34 FEES AND SERVICES							
3404 Court reservations	12,500.00	22,500.00	18,635.00	4.762,75	0.00	3,865.00	82
3405 Wall Rental	500.00	500.00	500.00	40.00	0.00	0.00	
3406 Ball field reservations	23,000.00	25,000.00	21,931.50	1,802.00	0.00	3,068.50	
3410 Rossmoor building rental	16,500.00	18,500.00	13,967.00	1,992.50	0.00	4,533.00	75
3412 Montecito building rental	25,200.00	26,500.00	26,861.00	1,351.50	0.00	-361.00	
3414 Rush Park Building Rental	81,000.00	85,000.00	76,345.50	8,236.00	0.00	8,654.50	
FEES AND SERVICES	158,700.00	178.000.00	158,240.00	18,184.75	0.00	19,760.00	88.
Acct Class: 35 OTHER REVENUE	***************************************	***************************************			***		
3500 Other miscellaneous revenue	2,000.00	2,000.00	2,490.16	28.20	0.00	-490.16	124
3502 Administrative Fee	20,000.00	20,000.00	20,000.00	0.00	0.00	0.00	
- Administrative Fee		7251904	0.000	0.00	0.00	0.00	100
OTHER REVENUE	22,000.00	22,000.00	22,490.16	28.20	0,00	-490.16	102.
Dept: 00	1,467,535.00	1,492,835.00	1,410,734.54	374,182.07	0.00	82,100.46	94.
Revenues	1,467,535.00	1,492,835.00	1,410,734.54	374,182.07	0,00	82,100.46	94.
Fire and divine							
Expenditures Dept: 10 ADMINISTRATION							
Acct Class: 40 SALARIES AND BENEFITS	40,000,00	40,000,00	0.550.55	000.00	0.00	2 450.00	0.5
4000 Board of Directors Compensatn	10,000.00	10,000.00	6,550.00	350.00	0.00	3,450.00	
4001 Salaries - Full-time	200,175.00	192,000.00	144,194.44	13,092.63	0.00	47,805.56	
1002 Salaries - Part-time	0.00	8,000.00	12,439.67	2,445.00	0.00	-4,439.67	
1003 Salaries - Overtime	5,300.00	5,300.00	5,640.57	503.07	0.00	-340.57	
1007 Vehicle Allowance	450.00	250.00	134.01	0.00	0.00	115.99	
1010 Workers Compensation Insurance	5,500,00	7,500.00	5,714.60	420.34	0.00	1,785.40	
4011 Medical Insurance	44,000.00	44,000.00	35,664.53	3,555.64	0.00	8,335.47	
4015 Federal Payroll Tax -FICA	17,000,00	17,000.00	12,805.84	1,251.31	0.00	4,194.16	
4018 State Payroll Taxes	780.00	780.00	885.51	58.28	0.00	-105.51	113
SALARIES AND BENEFITS	283,205.00	284,830.00	224,029.17	21,676.27	0.00	60,800.83	78
Acct Class: 50 OPERATIONS AND MAINTENANCE							
Acct Class: 50 OPERATIONS AND MAINTENANCE 5002 Insurance - Liability	15,900.00	15,900.00	15,699.79	-500.00	0.00	200.21	98
	15,900.00 6,400.00	15,900.00 6,400.00	15,699.79 5,643.99	-500.00 0.00	0.00	200.21 756.01	



	04-110-1	Addings of the	VTD Astro-	CURRATE	France WTD	(Income of the second	00 D
or the Period: 7/1/2017 to 4/30/2018 Fund: 10 - GENERAL FUND	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bu
xpenditures							
Dept: 10 ADMINISTRATION							
Acct Class: 50 OPERATIONS AND MAINTENANCE							
007 Televised Meeting Costs	21,000.00	21,000.00	17,335.85	1,757.60	0.00	3,664.15	82
010 Publications & Legal Notices	7,200.00	7,200,00	2,862.75	86.24	0.00	4,337,25	39
012 Printing	1,000.00	1,000.00	791.50	220,89	0.00	208.50	79
014 Postage	1,800.00	1,800.00	1,906.60	0.00	0.00	-106.60	105
016 Office Supplies	7,200.00	7,200.00	6,147.21	539.71	0.00	1,052.79	85
020 Telephone	1,950.00	2,300.00	1,899.19	186.49	0.00	400.81	82
021 Computer Costs	3,700.00	3,700.00	2,732.80	333.48	0.00	967.20	73
045 Miscellaneous Expenditures	6,500.00	9,000.00	417.54	1,348.15	0.00	8,582.46	4
046 Bank Service Charge	1,700.00	2,000.00	1,937.33	133.25	0.00	62.67	96
OPERATIONS AND MAINTENANCE	75,350.00	78,500,00	58,059.24	4,105.81	0.00	20,440.76	74
Acct Class: 56 CONTRACT SERVICES							
610 Legal Counsel	21,000.00	21,000.00	21,140.00	5,160.00	0.00	-140.00	100
615 Financial Audit-Consulting (2)	10,720.00	11,300.00	11,300.00	0.00	0.00	0.00	100
670 Other Professional Services	26,000.00	22,000.00	17,247.57	2,727.70	0.00	4,752,43	78
CONTRACT SERVICES	57,720.00	54,300.00	49,687.57	7,887.70	0.00	4,612.43	91
Acct Class: 60 CAPITAL EXPENDITURES							
010 Equipment	4,000.00	4,000.00	1,457.19	0.00	0.00	2,542.81	36
CAPITAL EXPENDITURES	4,000.00	4,000.00	1,457.19	0.00	0.00	2,542.81	36
ADMINISTRATION	420,275.00	421,630.00	333,233.17	33,669.78	0.00	88,396.83	79
Dept: 20 RECREATION							
Acct Class: 40 SALARIES AND BENEFITS							
001 Salaries - Full-time	50,500.00	46,500.00	38,394.61	4,004.17	0.00	8,105.39	:82
002 Salaries - Part-time	18,600.00	24,000.00	21,207.93	1,898.86	0.00	2,792.07	88
003 Salaries - Overtime	5,200.00	5,200.00	3,036.85	114.28	0.00	2,163.15	58
005 Salaries - Event Attendant	1,000.00	1,000.00	521.25	0.00	0.00	478.75	52
007 Vehicle Allowance	100.00	100.00	0.00	0.00	0.00	100.00	(
010 Workers Compensation Insurance	2,350.00	3,000.00	2,514.80	169.92	0.00	485.20	83
011 Medical Insurance	11,270.00	11,270.00	9,066.79	903.94	0.00	2,203.21	80
015 Federal Payroll Tax -FICA	5,988.00	5,988.00	4,830.61	460.22	0.00	1,157.39	80
018 State Payroll Taxes	400.00	400.00	438.13	13.11	0.00	-38.13	109
SALARIES AND BENEFITS	95,408.00	97,458.00	80,010.97	7,564.50	0.00	17,447.03	82
Acct Class: 50 OPERATIONS AND MAINTENANCE							
006 Travel & Meetings	200.00	550.00	166.64	0.00	0.00	383.36	
010 Publications & Legal Notices	420.00	420.00	334.94	10.73	0.00	85.06	
012 Printing (3)	100.00	100.00	328.86	0.00	0.00	-228.86	
014 Postage	150.00	150.00	82.26	0.00	0.00	67.74	
016 Office Supplies	1,000.00	1,000.00	926.56	65.35	0.00	73.44	
017 Community Events	28,000.00	26,500.00	28,076.03	89.58	0.00	-1,576.03	
019 Fireworks	8,700.00	8,700.00	8,700.00	0.00	0.00	0.00	
020 Telephone	1,900.00	1,900.00	1,944.02	186.49	0.00	-44.02	103
045 Miscellaneous Expenditures	500.00	500.00	0.00	0.00	0.00	500.00	(
051 Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	(
OPERATIONS AND MAINTENANCE	41,220.00	40,070.00	40,559.31	352.15	0.00	-489.31	101
Acct Class: 56 CONTRACT SERVICES	25000	A. 2-11		740.00	465	20.6	
5670 Other Professional Services	1,000.00	800.00	717.43	184.04	0.00	82.57	89
CONTRACT SERVICES	1,000.00	800.00	717.43	184.04	0.00	82.57	89
Acct Class: 60 CAPITAL EXPENDITURES 6010 Equipment	1,000,00	500.00	238.74	238.74	0.00	261.26	47
oo to Edulphion							

Rossmoor Community

For the Period: 7/1/2017 to 4/30/2018	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bu
Fund: 10 - GENERAL FUND							
xpenditures							
RECREATION	138,628.00	138,828.00	121,526.45	8,339.43	0.00	17,301.55	87
Dept: 30 ROSSMOOR PARK							
Acct Class: 40 SALARIES AND BENEFITS							
001 Salaries - Full-time	38,000.00	37,000.00	29,321.45	2,826,42	0.00	7,678.55	79
002 Salaries - Part-time	19,000.00	18,400.00	13,839.84	1,339.36	0.00	4,560.16	75
003 Salaries - Overtime	2,500.00	2,500.00	2,250.16	175.20	0.00	249.84	90
010 Workers Compensation Insurance	5,500.00	7,500.00	5,712.93	420.34	0.00	1,787.07	76
011 Medical Insurance	13,500.00	13,500.00	11,200.12	1,116,63	0.00	2,299.88	83
015 Federal Payroll Tax -FICA	4,370.00	4,370.00	3,471.82	331.92	0.00	898.18	79
018 State Payroll Taxes	250.00	250.00	230.73	8,98	0.00	19.27	92
SALARIES AND BENEFITS	83,120.00	83,520.00	66,027.05	6,218.85	0.00	17,492.95	79
Acct Class: 50 OPERATIONS AND MAINTENANCE			****		0.00	405.00	
010 Publications & Legal Notices	500.00	500.00	334.94	10.73	0.00	165.06	6
012 Printing	50.00	50.00	37.82	0.00	0.00	12.18	75
014 Postage	50.00	50.00	28.00	0.00	0.00	22.00	5
016 Office Supplies	700.00	700.00	633.18	75.59	0.00	66.82	9
018 Janitorial Supplies	4,500.00	4,500.00	3,296.80	0.00	0.00	1,203.20	7
020 Telephone	2,300.00	2,300.00	1,944.02	186.49	0.00	355.98	8
022 Utilities	12,000.00	12,000.00	10,739.53	1,093.11	0.00	1,260,47	8
023 Water	25,000.00	25,000.00	16,817.75	3,205.43	0.00	8,182.25	6
025 SECURED PROP TAX	915.00	917.00	916.58	0.00	0.00	0.42	10
030 Vehicle Maintenance	600.00	600.00	719.65	58.95	0.00	-119.65	11
032 Building & Grounds-Maintenance	27,000.00	30,000.00	21,548.27	1,155.19	0.00	8,451.73	7
034 Alarm Systems	750.00	750.00	607.51	42.10	0.00	142.49	8
045 Miscellaneous Expenditures	250.00	250.00	143.67	0.00	0.00	106.33	5
051 Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	
052 Minor Facility Repairs	250.00	250.00	0.00	0.00	0.00	250.00	(
OPERATIONS AND MAINTENANCE	75,115.00	78,117.00	57,767.72	5,827.59	0,00	20,349.28	74
Acct Class: 56 CONTRACT SERVICES	75,115.00	70,117.00	01,101112	0,021.00	0.00	20,040.20	
655 Landscape Maintenance	36,000.00	36,000.00	27,612.00	2,761.20	0.00	8,388.00	7
656 Tree Trimming	1,100.00	1,100.00	1,086.61	229.40	0.00	13.39	9
670 Other Professional Services	1,000.00	800.00	625.79	169.50	0.00	174.21	78
CONTRACT SERVICES	38,100.00	37,900.00	29,324.40	3,160.10	0.00	8,575.60	77
Acct Class: 60 CAPITAL EXPENDITURES							
010 Equipment	0.00	0.00	238.74	238.74	0.00	-238.74	(
CAPITAL EXPENDITURES	0.00	0.00	238.74	238.74	0.00	-238.74	(
ROSSMOOR PARK	196,335.00	199,537.00	153,357.91	15,445.28	0.00	46,179.09	7
Dept: 40 MONTECITO CENTER							
Acct Class: 40 SALARIES AND BENEFITS 001 Salaries - Full-time	32,520.00	32,520.00	24,048.44	2,305.76	0.00	8,471.56	7
		200000000000000000000000000000000000000	6,919.98	669.68		and the second	
002 Salaries - Part-time 003 Salaries - Overtime	8,500.00 2,150.00	8,500.00	47.1		0.00	1,580.02 342.96	
		2,150.00	1,807.04	151.49	0.00		
010 Workers Compensation Insurance	4,200,00	6,000.00	4,577.79	338.06	0.00	1,422.21	7
011 Medical Insurance	11,000.00	11,000.00	9,059.83	903.28	0.00	1,940.17	8
015 Federal Payroll Tax -FICA	3,000.00	3,000.00	2,505.13	239.06	0.00	494.87	8
018 State Payroll Taxes	160.00	160.00	156.46	5.36	0.00	3.54	9
SALARIES AND BENEFITS	61,530.00	63,330.00	49,074.67	4,612.69	0.00	14,255.33	7
Acct Class: 50 OPERATIONS AND MAINTENANCE	-12.7W	455.58	122 65 0	122.52	6.22	24.24	
010 Publications & Legal Notices	400.00	400.00	334.94	10.73	0.00	65.06	8
012 Printing	50.00	50.00	37.82	0.00	0.00	12.18	
014 Postage	50.00	50.00	28.00	0.00	0.00	22.00	
016 Office Supplies	700.00	700.00	611.72	54.13	0.00	88.28	
5018 Janitorial Supplies	4,000.00	4,000.00	3,296.80	0.00	0.00	703.20	8.
and a service of the						55.98	9

Rossmoor Community							1:40 p
For the Period: 7/1/2017 to 4/30/2018 Fund: 10 - GENERAL FUND	Orlginal Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% B
Expenditures							
Dept: 40 MONTECITO CENTER							
Acct Class: 50 OPERATIONS AND MAINTENANCE							
022 Utilities	1,700.00	1,700.00	1,536.81	34.54	0.00	163.19	90
023 Water	2,200.00	2,200.00	1,999.25	0.00	0.00	200.75	90
025 SECURED PROP TAX	770,00	770.00	769.74	0.00	0.00	0.26	100
030 Vehicle Maintenance	600,00	600.00	719.49	58.95	0.00	-119.49	119
032 Building & Grounds-Maintenance	3,800.00	3,800.00	3,763,83	519.69	0.00	36.17	99
034 Alarm Systems	400.00	400.00	467.78	124.86	0.00	-67.78	11
045 Miscellaneous Expenditures (4)	50.00	50.00	3,548.11	0.00	0.00	-3,498.11	709
051 Equipment Rental	250,00	250.00	0.00	0.00	0.00	250.00	
052 Minor Facility Repairs	250.00	250.00	0,00	0.00	0.00	250.00	Ó
OPERATIONS AND MAINTENANCE	17,220,00	17,220.00	19,058.31	989.39	0.00	-1,838.31	11
Acct Class: 56 CONTRACT SERVICES							
655 Landscape Maintenance	3,600.00	3,600.00	3,068.00	306.80	0.00	532.00	8
656 Tree Trimming	1,100.00	1,100.00	1,086.61	229.40	0.00	13.39	9
670 Other Professional Services	1,000.00	800.00	625.79	169.50	0.00	174.21	7
	11,000,000						
CONTRACT SERVICES	5,700.00	5,500.00	4,780.40	705.70	0.00	719.60	8
Acct Class: 60 CAPITAL EXPENDITURES 010 Equipment	500.00	500.00	0.00	0.00	0.00	500.00	
CAPITAL EXPENDITURES	500.00	500.00	0.00	0.00	0.00	500.00	
	V			77.7			_
MONTECITO CENTER	84,950.00	86,550.00	72,913.38	6,307.78	0.00	13,636.62	8
Dept: 50 RUSH PARK Acct Class: 40 SALARIES AND BENEFITS							
001 Salaries - Full-time	38,000.00	37,000.00	29,321.45	2,826.42	0.00	7,678.55	7
002 Salaries - Part-time	17,400.00	18,400.00	13,839.84	1,339.36	0.00	4,560.16	7
003 Salaries - Overtime	2,800.00	2,800.00	2,250.18	175.20	0.00	549.82	8
005 Salaries - Event Attendant	4,800.00	4,800.00	2,685.00	360.00	0.00	2,115.00	
10 Workers Compensation Insurance	5,500.00	7,500.00	5,712.93	420.34	0.00	1,787.07	-
011 Medical Insurance	13,500.00	13,500.00	11,200.22	1,116.64	0.00	2,299.78	8
015 Federal Payroll Tax -FICA	4,370.00	4,370.00	3,676.52	359.49	0.00	693.48	
018 State Payroll Taxes	400.00	400.00	284.53	17.96	0.00	115.47	9
SALARIES AND BENEFITS	86,770.00	88,770.00	68,970.67	6,615.41	0.00	19,799.33	
Acct Class: 50 OPERATIONS AND MAINTENANCE	40,770.00	00,170.00	30,010,010	0,010,11	0.00	101100	
010 Publications & Legal Notices	500.00	500.00	334.94	10.73	0.00	165.06	
112 Printing	50.00	50.00	37.83	0.00	0.00	12.17	
14 Postage	100.00	100.00	28.00	0.00	0.00	72.00	
16 Office Supplies	700.00	700.00	654.66	54.13	0.00	45.34	1
18 Janitorial Supplies	4,500.00	4,500.00	3,306.69	0.00	0.00	1,193.31	5 5
20 Telephone	2,300.00	1,950.00	1,944.02	186.49	0.00	5.98	
22 Utilities	22,000.00	22,000.00	29,057.74	10,298.51	0.00	-7,057.74	1
23 Water	34,000.00	36,000.00	29,076.19	1,875.82	0.00	6,923.81	1
25 SECURED PROP TAX	3,630.00	3,630.00	3,507.82	0.00	0.00	122.18	
030 Vehicle Maintenance	600.00	600.00	720.54	59.12	0.00	-120.54	
32 Building & Grounds-Maintenance	25,000.00	23,000.00	21,458.27	3,102.08	0.00	1,541.73	
034 Alarm Systems	750.00	750.00	755.23	184.87	0.00	-5.23	
045 Miscellaneous Expenditures	250.00	250.00	143.67	0.00	0.00	106.33	
151 Equipment Rental	250.00	250.00	0.00	0.00	0.00	250.00	N
152 Minor Facility Repairs	250.00	250.00	0.00	0.00	0.00	250.00	
OPERATIONS AND MAINTENANCE	94,880.00	94,530,00	91,025.60	15,771.75	0.00	3,504.40	
Acct Class: 56 CONTRACT SERVICES							
655 Landscape Maintenance	36,000.00	36,000.00	27,612.00	2,761.20	0.00	8,388.00	1
656 Tree Trimming	1,100.00	1,100.00	1,086.61	229.40	0.00	13.39	(
670 Other Professional Services	1,000.00	800.00	625.79	169.50	0.00	174.21	7
CONTRACT SERVICES	38,100.00	37,900.00	29,324.40	3,160.10	0.00	8,575.60	- 7

For the Period: 7/1/2017 to 4/30/2018	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bu
Fund: 10 - GENERAL FUND							
xpenditures							
RUSH PARK	219,750.00	221,200.00	189,320.67	25,547.26	0.00	31,879.33	85.
Dept: 60 STREET LIGHTING							
Acct Class: 50 OPERATIONS AND MAINTENANCE	21672	545.54	4.6740	44.0	4.51	2722	
020 Telephone	715.00	715.00	647.97	62.16	0.00	67.03	90
OPERATIONS AND MAINTENANCE	715.00	715.00	647.97	62.16	0.00	67.03	90
Acct Class: 56 CONTRACT SERVICES 650 Lighting and Maintenance	107,000.00	103,000.00	72,293.43	0.00	0.00	30,706.57	70
CONTRACT SERVICES	107,000.00	103,000.00	72,293.43	0.00	0.00	30,706.57	70.
·							
STREET LIGHTING	107,715.00	103,715.00	72,941.40	62.16	0.00	30,773.60	70.
Dept: 65 ROSSMOOR WALL							
Acct Class: 50 OPERATIONS AND MAINTENANCE 5002 Insurance - Liability	2,000.00	2,000.00	2,000.00	0.00	0.00	0.00	100
5032 Building & Grounds-Maintenance	100.00	100.00	98.67	0.00	0.00	1,33	98.
	77170		2 500 507	91.72		7.42	
OPERATIONS AND MAINTENANCE	2,100.00	2,100,00	2,098.67	0,00	0.00	1,33	99.
ROSSMOOR WALL	2,100.00	2,100.00	2,098.67	0.00	0.00	1.33	99
Dept: 70 STREET SWEEPING							
Acct Class: 50 OPERATIONS AND MAINTENANCE 5020 Telephone	650.00	650.00	633.04	62.16	0.00	16.96	97
OPERATIONS AND MAINTENANCE	650.00	650.00	633.04	62.16	0.00	16.96	97
Acct Class: 56 CONTRACT SERVICES							
5642 Street Sweeping	53,000.00	53,000.00	41,067.21	4,487.23	0.00	11,932.79	77
CONTRACT SERVICES	53,000.00	53,000.00	41,067.21	4,487.23	0.00	11,932.79	77
STREET SWEEPING	53,650.00	53,650,00	41,700.25	4,549,39	0.00	11,949,75	77
Dept: 80 PARKWAY TREES							
Acct Class: 40 SALARIES AND BENEFITS	24 042 00	24 042 00	45 720 00	4 670 44	0.00	E 272 20	71
002 Salaries - Part-time	21,012.00	21,012.00	15,739.80 14.47	1,678.14	0.00	5,272,20	74 14
003 Salaries - Overtime 007 Vehicle Allowance	750.00	100.00 750.00	639.12	0.00 59.51	0.00	85.53 110.88	
1015 Federal Payroll Tax -FICA	1,525.00	1,525.00	1,205.28	128.39	0.00	319.72	79
1018 State Payroll Taxes	175.00	175.00	144.92	41.96	0.00	30.08	82
-							
SALARIES AND BENEFITS	23,562.00	23,562.00	17,743.59	1,908.00	0.00	5,818.41	75
Acct Class: 50 OPERATIONS AND MAINTENANCE 5012 Printing	25.00	25.00	0.00	0.00	0.00	25.00	0
5014 Postage	100.00	100.00	13.54	0.00	0.00	86.46	13
5016 Office Supplies	150.00	150.00	73.38	27.41		76.62	48
5020 Telephone	1,300.00	1,300.00	1,295.55	124.33	0.00	4.45	99
5030 Vehicle Maintenance	50.00	50.00	0.00	0.00	0.00	50.00	0
5051 Equipment Rental	50.00	50.00	0.00	0.00	0.00	50.00	0
	al Wall						_
OPERATIONS AND MAINTENANCE	1,675.00	1,675.00	1,382.47	151.74	0.00	292.53	82
Acct Class: 56 CONTRACT SERVICES 656 Tree Trimming	73,000.00	73,000.00	68,818.72	14,528.83	0.00	4,181.28	94
5657 Tree Care/Treatments	5,000.00	5,000.00	234.00	0.00	0.00	4,766.00	4
5660 TREE REMOVAL	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0
5670 Other Professional Services	3,000.00	3,000.00	2,607.80	479.21	0.00	392.20	86
CONTRACT SERVICES	83,500.00	83,500.00	71,660.52	15,008.04	0.00	11,839.48	85
Acct Class: 60 CAPITAL EXPENDITURES							
5015 Trees	25,000.00	25,000.00	18,074.80	4,429.60	0.00	6,925.20	72

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For the Period: 7/1/2017 to 4/30/2018	Original Bud.	Amended Bud	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 10 - GENERAL FUND							
Expenditures							
Dept: 80 PARKWAY TREES							
CAPITAL EXPENDITURES	25,000.00	25,000.00	18,074.80	4,429.60	0.00	6,925,20	72.3
PARKWAY TREES	133,737.00	133,737.00	108,861.38	21,497.38	0.00	24,875.62	81.4
Dept: 90 MINI-PARKS AND MEDIANS							
Acct Class: 40 SALARIES AND BENEFITS	COE 00	005.00	500 40	55.20	0.00	440.50	00.
001 Salaries - Full-time	685.00	685.00	566.42	55.32	0.00	118.58	82.
003 Salaries - Overtime	64.00	64.00	44.46	2.96	0.00	19.54	69.
010 Workers Compensation Insurance	300.00	300.00	218.33	19.67	0.00	81.67	72,
4015 Federal Payroll Tax -FICA	58.00	58.00	46.87	4.46	0.00	11.13	80.8
1018 State Payroll Taxes	15.00	15.00	2.16	0.00	0.00	12.84	14.4
SALARIES AND BENEFITS	1,122.00	1,122.00	878.24	82.41	0.00	243.76	78.3
Acct Class: 50 OPERATIONS AND MAINTENANCE	410.46	444.44			4.50		
5020 Telephone	640.00	640.00	648.03	62.18	0.00	-8.03	
022 Utilities	1,150.00	1,150.00	681.40	76.60	0.00	468.60	59.
023 Water (5)	6,400.00	6,400.00	6,001.27	598.81	0.00	398.73	93.
032 Building & Grounds-Maintenance	800.00	2,000.00	2,098.99	0.00	0.00	-98.99	104.
6045 Miscellaneous Expenditures	100.00	100.00	523.41	0.00	0.00	-423.41	523.4
5051 Equipment Rental	100.00	100.00	0.00	0.00	0.00	100.00	0.0
5052 Minor Facility Repairs	100.00	100.00	0.00	0.00	0.00	100.00	0.0
OPERATIONS AND MAINTENANCE	9,290.00	10,490.00	9,953.10	737.59	0.00	536.90	94.9
Acct Class: 56 CONTRACT SERVICES							
5655 Landscape Maintenance	3,600.00	3,600.00	3,068.00	306.80	0.00	532.00	85.2
5656 Tree Trimming	400.00	400.00	362.20	76.47	0.00	37.80	90.6
5670 Other Professional Services	50.00	50.00	36.63	5.80	0.00	13.37	73.3
CONTRACT SERVICES	4,050.00	4,050.00	3,466.83	389.07	0.00	583.17	85.6
Acct Class: 60 CAPITAL EXPENDITURES							
6010 Equipment	100.00	100.00	0.00	0.00	0.00	100.00	0.0
CAPITAL EXPENDITURES	100.00	100.00	0.00	0.00	0.00	100.00	0.0
MINI-PARKS AND MEDIANS	14,562.00	15,762.00	14,298.17	1,209.07	0.00	1,463.83	90.7
Expenditures	1,371,702.00	1,376,709.00	1,110,251.45	116,627.53	0.00	266,457.55	80.6
Net Effect for GENERAL FUND Change in Fund Balance:	95,833.00	116,126.00	300,483,09 300,483.09	257,554.54	0.00	-184,357.09	258.8

### REVENUE/EXPENDITURE REPORT May 2018 @ 83.34%

Rossmoor Community

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For the Period: 7/1/2017 to 4/30/2018	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bu
Fund: 20 - ASSESSMENT DISTRICT FUND-RUSH							
Revenues							
Dept: 00							
Acct Class: 31 ASSESSMENTS	200.000.00		73.000	50.15172-	7, 260	7.577346	-0.0
3100 Property assessments	380,000.00	380,000.00	375,228.01	90,817.32	0.00	4,771.99	98.
3101 Property assessments-prior yr	3,400.00	3,400.00	2,370.03	516.85	0.00	1,029.97	69,
ASSESSMENTS	383,400.00	383,400.00	377,598.04	91,334.17	0.00	5,801.96	98
Acct Class: 32 USE OF MONEY AND PROPERTY							
3200 Interest on investments	0.00	1,058.00	1,057.76	0.00	0.00	0.24	100
USE OF MONEY AND PROPERTY	0.00	1,058.00	1,057.76	0.00	0.00	0.24	100.
Dept: 00	383,400.00	384,458.00	378,655.80	91,334.17	0.00	5,802.20	98.
Revenues	383,400.00	384,458.00	378,655.80	91,334.17	0.00	5,802.20	98.
Expenditures							
Dept: 50 RUSH PARK Acct Class: 56 CONTRACT SERVICES							
5617 Administrative Fees	20,000.00	20,000.00	20.000.00	0.00	0.00	0.00	100
5619 Bond Trustee	3,048.00	3,048.00	3.047.50	0.00	0.00	0.50	100
of 19 boild Trustee	3,046.00	3,046.00	3,047.50	0.00	0.00	0.50	100
CONTRACT SERVICES	23,048.00	23,048.00	23,047.50	0.00	0.00	0.50	100
Acct Class: 58 DEBT SERVICE							
5800 Principal	260,000.00	280,000.00	280,000.00	0.00	0.00	0.00	100
5801 Interest	80,600.00	74,090.00	72,316.60	0.00	0.00	1,773.40	97
DEBT SERVICE	340,600.00	354,090.00	352,316.60	0.00	0.00	1,773.40	99
RUSH PARK	363,648.00	377,138.00	375,364.10	0.00	0.00	1,773.90	99
Expenditures	363,648.00	377,138.00	375,364.10	0.00	0.00	1,773.90	99

### REVENUE/EXPENDITURE REPORT May 2018 @ 83.34%

Rossmoor Community

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For the Period: 7/1/2017 to 4/30/2018	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 40 - CAPITAL PROJECTS CONTRIBUTIONS							
Revenues							
Dept: 00							
Acct Class: 30 PROPERTY TAXES							
2999 FY Begin Fund Balance	32,450.00	32,450.00	0.00	0,00	0.00	32,450.00	0.0
PROPERTY TAXES	32,450.00	32,450.00	0.00	0.00	0.00	32,450.00	0.0
Dept: 00	32,450.00	32,450.00	0.00	0.00	0.00	32,450.00	0.0
Revenues	32,450.00	32,450.00	0.00	0.00	0.00	32,450.00	0.0
Expenditures							
Dept: 50 RUSH PARK							
Acct Class: 60 CAPITAL EXPENDITURES							
6005 Buildings and Improvements	13,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
CAPITAL EXPENDITURES	13,000.00	10,000.00	0.00	0.00	0.00	10,000,00	0.0
RUSH PARK	13,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
Dept: 75 CAPITAL PROJECTS							
Acct Class: 50 OPERATIONS AND MAINTENANCE							
5045 Miscellaneous Expenditures	6,500.00	6,500.00	5,408.71	538.25	0.00	1,091.29	83.2
OPERATIONS AND MAINTENANCE	6,500.00	6,500.00	5,408.71	538.25	0.00	1,091.29	83.2
CAPITAL PROJECTS	6,500.00	6,500.00	5,408.71	538.25	0.00	1,091.29	83.2
Expenditures	19,500.00	16,500.00	5,408.71	538.25	0.00	11,091.29	32.8
Net Effect for CAPITAL PROJECTS CONTRIBUTIONS	12.950.00	15,950.00	-5,408.71	-538.25	0.00	21,358.71	-33.9
Change in Fund Balance:	,=,===	121232123	-5,408.71	222,22	N. S.	= views ii j	55,0
Grand Total Net Effect:	128,535.00	139,396.00	298,366.08	348,350.46	0.00	-158,970.08	_

### ROSSMOOR COMMUNITY SERVICES DISTRICT FOOTNOTES - FINANCIAL REPORT APRIL 2018 EXPENDITURES

CALL TO SELECT A SECURITY OF THE SECURITY OF T				
Salaries - Full time/Part time 10-10-4001, 10-10-4002	Part-time employee hired to cover full time employee medical leave of absence Will be adjusted in 2018-2019 ETC.			
Financial Audit 10-10-5615	Contract increase. Will be adjusted in 2018-2019 ETC.			
Printing Brochure and banner printing for Winter Festival.  10-20-5012 Will be adjusted in 2018-2019 ETC.				
Miscellaneous Expenses 10-40-5045	New chairs purchased for Montecito Center. Will be adjusted in 2018-2019 ETC.			
10-90-5032 Mini-Parks Maintenance	Maintenance and irrigation needed for Kempton Park upkeep. Will be adjusted in 2018-2019 ETC.			
	Plaque designed and purchased for Kempton Park. Will be adjusted in 2018-2019 ETC.			
	Financial Audit 10-10-5615 Printing 10-20-5012 Miscellaneous Expenses 10-40-5045 10-90-5032			

<sup>\*</sup> Noted in previous month(s). However, explanation is still warranted and valid.

### ROSSMOOR COMMUNITY SERVICES DISTRICT

### **AGENDA ITEM G-1**

**Date:** June 12, 2018

**To**: Honorable Board of Directors

**From:** General Manager

**Subject:** RESOLUTION NO. 18-06-12-01 APPROVING AND ADOPTING THE

ANNUAL APPROPRIATIONS LIMIT FOR FISCL YEAR 2018-2019

### **RECOMMENDATION:**

Approved by roll call vote Resolution No. 18-06-12-01 by reading the title only and waiving further reading as follows:

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2018-2019.

### **BACKGROUND:**

Article XIIIB of the State Constitution requires the District's Board of Directors establish the Fiscal Year Appropriation Limit by calculating populations and inflation factors. The 2017-2018 Fiscal Year appropriations limitations shall be \$2,243,530.

### **ATTACHMENTS:**

- 1. Resolution No. 18-06-12-01 and Exhibit A.
- 2. May 2018 letter from the Director of the California Department of Finance and enclosures I and II.

#### **RESOLUTION NO. 18-06-12-01**

# A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ROSSMOOR COMMUNITY SERVICES DISTRICT APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2018-2019

WHEREAS, on November 6, 1979, the voters of California added Article XIII B to the State Constitution placing limitations on the appropriations of State and local government; and

WHEREAS, Article XIII B was amended by voters in November 1990 through the passage of Proposition 111; and

WHEREAS, Article XIII B now requires the District Board to select population and inflation factors for the year's appropriations limit calculation.

NOW, THEREFORE, the Board of Directors of the Rossmoor Community Services District does hereby resolve as follows:

SECTION 1. That the 2018-2019 appropriations limitation shall be \$2,243.530 as documented in Exhibit A.

SECTION 2. That the inflation factor being utilized to determine the 2018-2019 appropriations limit is the percentage change in California per capita personal income.

SECTION 3. That the population factor being utilized to calculate the 2018-2019 appropriations limit is the County population growth.

**PASSED AND ADOPTED** this 12th day of June 2018.

Rossmoor Community Services District

AYES:

NOES:

ABSTAIN:

ABSENT:

BOARD OF DIRECTORS
ROSSMOOR COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_
Tony DeMarco, President

ATTEST:

James D. Ruth, Secretary

### **EXHIBIT A**

### 2018–2019 APPROPRIATIONS LIMITATION

January 2017 – January 2018 \$2,149,387

County Population Increase .69%

Change in California per capita income 3.67%

Per Capita Cost of Living (converted to ratio)  $\underline{3.67 + 100} = 1.0367$ 

100

Population (converted to a ratio)  $\underline{.69 + 100} = 1.0069$ 

100

Increase Factor =  $1.0367 \times 1.0069$  1.0438

2018 –2019 Limitation = 2,149,387 x 1.0438 = \$2,243,530

STATE CAPITOL # ROOM 1145 # SACRAMENTO CA # 95814-4998 # WWW.DOF.CA.GOV

May 2018

Dear Fiscal Officer:

Subject: Price Factor and Population Information

#### Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2018, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2018-19. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2018-19 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

### Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <a href="http://leginfo.legislature.ca.gov/faces/codes.xhtml">http://leginfo.legislature.ca.gov/faces/codes.xhtml</a>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

#### Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. Finance will certify the higher estimate to the State Controller by June 1, 2018.

Please Note: The prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

MICHAEL COHEN Director By:

AMY M. COSTA Chief Deputy Director

Attachment

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2018-19 appropriation limit is:

Per Capita Personal Income

Fiscal Year	Percentage change
(FY)	over prior year
2018-19	3.67

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2018-19 appropriation limit.

#### 2018-19:

Per Capita Cost of Living Change = 3.67 percent Population Change = 0.78 percent

Per Capita Cost of Living converted to a ratio: 3.67 + 100 = 1.0367

Population converted to a ratio:  $\frac{0.78 + 100}{100} = 1.0078$ 

Calculation of factor for FY 2018-19: 1.0367 x 1.0078 = 1.0448

Attachment B
Annual Percent Change in Population Minus Exclusions\*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County	Percent Change	Population Mi	nus Exclusions	Total Population
City	2017-2018	1-1-17	1-1-18	1-1-2018
Orange				
Aliso Viejo	3.11	50,384	51,950	51,950
Anaheim	0.16	356,485	357,067	357.084
Brea	0.25	44,776	44,890	44,890
Buena Park	0.08	83,926	83,995	83,995
Costa Mesa	0.30	114,816	115,156	115,296
Cypress	0.55	49,704	49,978	49,978
Dana Point	0.51	33,897	34,071	34,071
Fountain Valley	0.01	56,916	56,920	56,920
Fullerton	0.50	143,499	144,214	144,214
Garden Grove	0.06	176,784	176,896	176,896
Huntington Beach	0.33	201,981	202,648	202,648
Irvine	3.40	267,097	276,176	276,176
Laguna Beach	0.26	23,248	23,309	23,309
Laguna Hills	-0.03	31,829	31,818	31,818
Laguna Niguel	0.14	65,288	65,377	65,377
Laguna Woods	0.13	16,575	16,597	16,597
La Habra	0.64	62,451	62,850	62,850
Lake Forest	1.72	83,414	84,845	84,845
La Palma	0.09	15,933	15,948	15,948
Los Alamitos	0.03	11,860	11,863	11,863
Mission Viejo	0.00	95,985	95,987	95,987
Newport Beach	1.13	86.207	87,182	87,182
Orange	0.69	140,981	141,952	141,952
Placentia	-0.03	52,772	52,755	52,755
Rancho Santa Margarita	0.06	49,301	49,329	49,329
San Clemente	0.82	65,009	65,543	65,543
San Juan Capistrano	0,37	36,624	36,759	36,759
Santa Ana	0.12	337,843	338,247	338,247
Seal Beach	-0.11	25,428	25,399	25,984
Stanton	-0.08	39,500	39,470	39,470
Tustin	0.06	82,291	82,344	82,344
Villa Park	0.12	5,944	5,951	5,951
Westminster	0.13	94,353	94.476	94,476
Yorba Linda	0.49	68,781	69,121	69,121
Unincorporated	2.32	126,342	129,278	129,278
County Total	0.69	3,198,224	3,220,361	3,221,103

<sup>\*</sup>Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

### ROSSMOOR COMMUNITY SERVICES DISTRICT

#### **AGENDA ITEM H-1**

**Date:** June 12, 2018

**To**: Honorable Board of Directors

From: General Manager

**Subject:** BUDGET COMMITTEE REPORT RE: FY 2017-2018 ESTMATES TO

CLOSE, PROPOSED FY 2018-2019 PRELIMINARY BUDGET AND

SALARY PLAN

### **RECOMMENDATION:**

Receive the reports of the Budget Committee, set date of public hearing and provide direction regarding the formulation of FY 2018-2019 Final Budget.

### **BACKGROUND:**

In accordance with Board policy and the adopted Budget Calendar, the General Manager presented the FY 2017-2018 Estimates to Close Budget and a proposed Preliminary Budget at the Budget Committee meeting on June 4, 2018. A Final Budget will be presented at the July 10, 2018 Board meeting for approval.

The Budget Committee recommended approval of the FY 2018-2019 Salary Plan subject to a review of the an updated June Consumer Price Index (CPI). An April CPI, which is attached, was used as a basis of the proposed 4% raise. The Preliminary Budget has incorporated this increase, but will be revised based on the Board's decision of the Salary Plan.

#### **ATTACHMENTS:**

- 1. FY 2017-2018 Estimates to Close
- 2. C-1 FY 2018-2019 Preliminary Budget
- 3. Policy No. 3020 Budget Preparation, Adoption and Revision
- 4. C-2 Proposed FY 2018-2019 Salary Plan
- 5. Policy No. 2155 Annual Setting of Compensation Ranges

### **ROSSMOOR COMMUNITY SERVICES DISTRICT**

### AGENDA ITEM C-1

**Date:** June 4, 2018

**To**: Budget Committee

**From:** RCSD, General Manager

Subject: FY 2017-2018 ESTIMATES TO CLOSE AND FY 2018-2019

PRELIMINARY BUDGET

### **RECOMMENDATION:**

It is recommended that the Committee review the District's Preliminary Budget and make recommendations to the Board.

### **BACKGROUND:**

As required by Board policy, the General Manager has formulated a Preliminary Budget including Estimates to Close (ETC's) for review by the Committee.

This year, our Estimate to Close for Fund 10 is projected at \$1,537,150 in revenue over \$1,389,629 in expenses with a difference \$147,521 which increases District's Beginning Fund Balance for 2018-2019 to \$980,637.

This amount is based on our receipt of the May property tax apportionment which is a substantial portion, but not a final amount of the District's annual revenue. The District's revenue increased for FY 2017-2018, as shown in the "Apportionment Comparison" sheet (attachment 1.) The Current Secured Tax and Lighting apportionments have continued to increase in each of the last six years. From 2016-2017 to 2017-2018 the total increase in FY 2017-2018 was 7.54% of these 2 categories of apportionments. They are the only ones that been increased significantly, but the overall tax increase is still shown as a conservative 5.01%. These increases, plus prudent fiscal management, maintain the District's financial position regarding revenue and expenses in good stead. This should enable the District to continue its normal expenditure patterns consistent with the service delivery levels that the community has come to expect.

As previously discussed and suggested by Budget Committee Members, a new version of the Budget, which combines certain accounts of different departments is being presented for approval. The changes will show a clearer picture of an account's expenses and simplify the accounting process. The following are the accounts that have been consolidated:

- 1. Salaries for the Administrative Staff (General Manager, Administrator, Accountant, Staff Assistant.) New account 10-10-4006.
- 2. Salaries for Recreation Staff (Recreation Superintendent, General Clerk, Recreation Leader.) New Account 10-10-4008.
- 3. Salaries for Park and Tree Maintenance (Park Superintendent, Tree Consultant, Maintenance Assistant.) New account 10-10-4009.
- 4. All Workers' Compensation Insurance costs shown under 10-10-4010.
- 5. All Medical Insurance costs shown under 10-10-4011.
- 6. All Federal Payroll Taxes costs shown under 10-10-4015.
- 7. All State Payroll Taxes costs shown under 10-10-4018.
- 8. All Publications and Legal Notices costs under 10-10-5010.
- 9. All Printing Costs shown under 10-10-5012.
- 10. All Postage costs shown under 10-10-5014.
- 11. All Meeting and Office Supplies shown under 10-10-5016.
- 12. All Telephone costs shown under 10-10-5020.

In summary, the starting point for Fund 10 is a fiscally conservative budget increase, with only modest projected increases in revenue and expenses. Expenses will only be increased by whatever recommendations are made by the Committee to the Board and by any recommendations to the proposed Salary Plan to be discussed in Agenda Item C-2, further on in this Agenda.

In spite of our economic environment, our reserve ratio to budget remains healthy and the District is in a better fiscal condition than a number of other local governments in our area. Staff will continue to monitor closely, any developments which might adversely affect the District.

### **ATTACHMENTS:**

- 1. FY 2017-2018 Apportionments Comparison
- 2. FY 2017-2018 Estimates to Close
- 3. FY 2018-2019 Preliminary Budget With Department Accounts Combined
- 4. Policy No. 3020 Budget Preparation, Adoption and Revision.

Please Note: The first month of the Fiscal Year is July. Taxes collected in a month are paid to us the following month. The first month of the Fiscal Year in this report is being shown as August, with the ending month being shown as July.

	FY 16/17	FY 17/18	DIFFERENCE	%
				0.00%
FY 16-17 VS FY 17-18 (TOTALS)	\$1,555,375.92	\$1,633,274.67	\$77,898.75	5.01%
SUPP TAX 1985 #1	\$760.43	\$916.56	\$156.13	20.53%
SECURED PY TAX #1	\$969.84	\$1,081.18	\$111.34	11.48%
SECURED PY PENALTIES #1	\$171.74	\$158.83	-\$12.91	-7.52%
MONTH OF AUGUST	\$1,902.01	\$2,156.57	\$254.56	13.38%
SUPP TAX 1985 #2	\$494.05	\$912.45	\$418.40	84.69%
SECURED PY TAX #2	\$1,820.24	\$1,823.18	\$2.94	0.16%
SECURED PY PENALTIES #2	\$284.63	\$305.16	\$20.53	7.21%
UNSECURED COLLECT #1	\$26,393.33	\$26,984.09	\$590.76	2.24%
MONTH OF SEPTEMBER	\$28,992.25	\$30,024.88	\$1,032.63	3.56%
SUPP TAX 1985 #3	\$1,183.62	\$4,460.10	\$3,276.48	276.82%
SECURED PY TAX #3	\$2,214.50	\$1,366.74	-\$847.76	-38.28%
SECURED PY PENALTIES #3	\$459.51	\$235.58	-\$223.93	-48.73%
MONTH OF OCTOBER	\$3,857.63	\$6,062.42	\$2,204.79	57.15%
SUPP TAX 1985 #4	\$1,687.98	\$2,905.10	\$1,217.12	100.00%
SECURED PY TAX #4	\$920.49	\$514.17	-\$406.32	-44.14%
SECURED PY PENALTIES #4	\$210.62	\$120.32	-\$90.30	-42.87%
SECURED COLL PAID #1	\$171,112.25	\$181,046.29	\$9,934.04	5.81%
SECURED COLL TAX #2	\$150,138.68	\$130,885.24	-\$19,253.44	-12.82%
MONTH OF NOVEMBER	\$324,070.02	\$315,471.12	-\$8,598.90	-2.65%
STATE HOX SUBVENT #1	\$1,063.42	\$1,043.89	-\$19.53	-1.84%
SECURED PY PENALTIES #5	\$198.13	\$136.63	-\$61.50	-31.04%
SECURED PY TAX PAID #5	\$670.43	\$461.95	-\$208.48	-31.10%
SECURED COLL TAX #3	\$486,383.08	\$547,613.59	\$61,230.51	12.59%
SUPPL TAX PAID 1985 #5	\$4,100.44	\$3,903.91	-\$196.53	-4.79%
MONTH OF DECEMBER	\$492,415.50	\$553,159.97	\$60,744.47	12.34%
STATE HOX SUBVENT #2	\$2,481.33	\$2,435.76	-\$45.57	-1.84%
REG RAILROAD PAID #1	\$70.85	\$81.54	\$10.69	15.09%
PUBLIC UTILITY PAID #1	\$9,028.79	\$10,030.68	\$1,001.89	11.10%
INTEREST ON UNAPPORT TAX	\$143.57	\$237.73	\$94.16	65.58%
SEC PY PENALTY #6	\$105.68	\$246.13	\$140.45	132.90%
SUPPL TAX PAID 1985 # 6	\$5,325.55	\$7,254.90	\$1,929.35	36.23%
SECURED PY TAX PAID #6	\$346.09	\$881.07	\$534.98	154.58%
SECURED COLLECT PAID #4	\$33,781.00	\$100,370.65	\$66,589.65	197.12%
UNSECURED TAX COLLECT PAID #2	\$2,749.74	\$4,180.78	\$1,431.04	52.04%
MONTH OF JANUARY	\$54,032.60	\$125,719.24	\$71,686.64	132.67%
SECURED PY PENALTY PAID #7	\$112.64	\$157.49	\$44.85	39.82%
SECURED PY TAX PAID #7	\$335.29	\$456.39	\$121.10	36.12%
SUPPL TAX PAID 1985 #7	\$738.15	\$1,983.46	\$1,245.31	168.71%
MONTH OF FEBRUARY	\$1,186.08	\$2,597.34	\$1,411.26	118.99%
SECURED PY PENALTY PAID #8	\$120.86	\$239.65	\$118.79	98.29%
SECURED COLLECT PAID #5	\$102,949.94	\$117,248.35	\$14,298.41	13.89%
SECURED PY TAX PAID #8	\$398.54	\$584.07	\$185.53	46.55%
SUPPL TAX PAID 1985 #8	\$2,203.64	\$1,806.93	-\$396.71	-18.00%
MONTH OF MARCH	\$105,672.98	\$119,879.00	\$14,206.02	13.449
SECURED PY PAID #9	\$805.39	\$844.81	\$39.42	4.89%
SUPPL TAX PAID 1985 #9	\$3,346.81	\$2,929.70	-\$417.11	-12.469
SECURED PY PENALTIES #9	\$425.97	\$418.16	-\$7.81	-1.839
SECURED COLLECT PAID #6	\$490,249.59	\$440,776.19	-\$49,473.40	-10.099
MONTH OF APRIL	\$494,827.76	\$444,968.86	-\$49,858.90	-10.089
SUPP TAX PAID 1985 #10	\$5,146.92	\$3,761.57	-\$1,385.35	-26.929
STATE HOX SUBVENTION PAID #3	\$2,481.31	\$2,435.74	-\$45.57	-1.849
SECURED PY TAX PAID #10	\$431.71	\$372.10	-\$59.61	-13.819
SEC PY PENALTIES #10	\$201.07	\$223.33	\$22.26	11.079
PUBLIC UTILITY PAID #2	\$8,025.60	\$9,062.07	\$1,036.47	12.919
REG RAILROAD PAID #2	\$70.88	\$81.55	\$10.67	15.059
SECURED COLLECT PAID #7	\$32,061.60	\$17,298.91	-\$14,762.69	-46.049
MONTH OF MAY	\$48,419.09	\$33,235.27	-\$15,183.82	-31.369

### FY 2017-2018 ESTIMATE TO CLOSE

### TOTAL FUND SUMMARY

	Approved Budget Fund 10	Amended Budget Fund 10	Estimate to Close Fund 10	Approved Budget Fund 20	Amended Budget Fund 20	Estimate to Close Fund 20	Approved Budget Fund 40	Amended Budget Fund 40	Estimate to Close Fund 40
Fund Balance, Beginning FY 2017-2018	833,116	833,116	833,116	0	0	0	32,696	32,696	32,696
General Fund Revenues									
Transfer In from other funds									
Property Taxes	908,835	914,835	929,250	383,400	384,458	384,458			
Street Light Assessments	314,600	314,600	330,000						
Interest on Investments	3,000	3,000	8,000						
From Other Govt. Agencies	60,400	60,400	60,400						
Permit and Rental Fees	158,700	178,000	187,500						
Miscellaneous Revenues	22,000	22,000	22,000				0	0	0
<b>Total General Fund Revenues</b>	1,467,535	1,492,835	1,537,150	383,400	384,458	384,458	32,696	32,696	32,696
							0	0	0
Total General Fund Expenditures	1,371,702	1,376,709	1,389,629	377,138	377,138	377,138	19,500	3,229	6,500
Revenues Less Expenditures	95,833	116,126	147,521	6,262	7,320	7,320	13,196	29,467	26,196
Transfer Out - (To Fund 50 as directed				(2.25.	<b>(-</b> :				
by auditor)		0.40.0.40	000 00-	(6,262)	(7,320)	(7,320)	10.100	00.46=	00.465
Fund Balance, End FY	928,949	949,242	980,637	0	0	0	13,196	29,467	26,196

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### FY 2017-2018 ESTIMATE TO CLOSE GENERAL FUND SUMMARY - FUND 10

	2016-2017 ACTUAL	2017-2018 APPROVED BUDGET	DECEMBER 2017 ACTUAL	2017-2018 AMENDED BUDGET	APRIL 2018 ACTUAL	2017-2018 ESTIMATE TO CLOSE	2017-2018 ETC VS AMENDED BUDGET	% INCREASE (DECREASE)
Fund Balance End	739,612	833,116	833,116	833,116	0	833,116		
Transfer from Reserve to Fund 40	0	0		0	0	000,110		
Transfer from Reserve to Fund 10	0	0	_	0	0			
Fund Balance	739,612	833,116	833,116	833,116	0	833,116		
General Fund Revenues								
Property Taxes	883,446	908,835	508,539	914,835	905,591	929,250	14,415	1.6%
Street Light Assessments	309,594	314,600	177,386	314,600	316,308	330,000	15,400	4.9%
Interest on Investments	4,684	3,000	2,953	3,000	5,525	8,000	5,000	166.7%
From Other Govt. Agencies	59,467	60,400	774	60,400	2,580	60,400	0	0.0%
Permit and Rental Fees	157,300	158,700	84,289	178,000	158,241	187,500	9,500	5.3%
Miscellaneous Revenues	22,493	22,000	20,388	22,000	22,490	22,000	0	0.0%
Total General Fund Revenues	1,436,984	1,467,535	794,329	1,492,835	1,410,735	1,537,150	44,315	3.0%
General Fund Expenditures								
Transfer Out to Fund 40	0	0	0	0	0	0		
Administrative Services	415,653	420,275	219,911	421,630	333,233	414,950	(6,680)	-1.6%
Recreation	128,678	138,628	82,646	138,828	121,526	142,578	3,750	2.7%
Rossmoor Park	192,384	196,335	97,324	199,537	153,359	201,037	1,500	0.8%
Montecito Center	86,758	84,950	44,068	86,550	72,915	94,250	7,700	8.9%
Rush Park	219,450	219,750	114,710	221,200	189,323	225,850	4,650	2.1%
Street Lighting	98,499	107,715	46,760	103,715	72,941	103,715	0	0.0%
Rossmoor Signature Wall	2,000	2,100	2,099	2,100	2,099	2,100	0	0.0%
Street Sweeping	54,864	53,650	23,016	53,650	41,700	53,650	0	0.0%
Parkway Trees	131,213	133,737	46,446	133,737	108,862	133,737	0	0.0%
Mini-Parks and Medians	13,981	14,562	8,377	15,762	14,297	17,762	2,000	12.7%
Total General Fund Expenditures	1,343,480	1,371,702	685,357	1,376,709	1,110,255	1,389,629	12,920	0.9%
Revenues Less Expenditures _	93,504	95,833	108,972	116,126	300,480	147,521	31,395	27.0%
Fund Balance, End of Year	833,116	928,949	N/A	949,242	300,480	980,637	31,395	3.3%

	2016-2017 ACTUAL	2017-2018 APPROVED FINAL BUDGET	2017-2018 AMENDED BUDGET	APRIL 2018 ACTUAL	2017-2018 ESTIMATE TO CLOSE	2017-2018 ETC VS AMENDED BUDGET	% INCREASE (DECREASE)
General Fund Revenues							
Property Taxes							
10-00-3000 Current Secured	812,466	842,400	842,400	849,360	856,000	13,600	1.6%
10-00-3001 Current Unsecured	25,773	26,000	26,000	23,117	27,000	1,000	3.8%
10-00-3002 Prior Secured	7,669	7,100	7,100	5,577	7,100	0	0.0%
10-00-3003 Prior Unsecured	354	535	535	0	350	(185)	-34.6%
10-00-3004 Delinquent Property T	axes 701	800	800	0	800	0	0.0%
10-00-3010 Current Supplementa	I Assmnt. 23,803	18,000	24,000	20,080	24,000	0	0.0%
10-00-3020 Public Utility	12,680	14,000	14,000	7,457	14,000	0	0.0%
Total Property Taxes	883,446	908,835	914,835	905,591	929,250	14,415	1.6%
Street Light Assessments							
10-00-3105 Assessments	309,594	314,600	314,600	316,308	330,000	13,692	4.4%
Interest on Investments							
10-00-3200 Interest	4,684	3,000	3,000	5,525	8,000	2,475	82.5%
From Other Governmental Agencies							
10-00-3301 State-Homeowners P	rop. Tax Relief 5,257	5,400	5,400	2,580	5,400	0	0.0%
10-00-3305 County-Street Sweep		55,000	55,000	0	55,000	0	0.0%
Total From Other Governmental Age		60,400	60,400	2,580	60,400	0	0.0%
Permit and Rental Fees							
10-00-3404 Tennis Reservations	10,218	12,500	22,500	18,635	22,500	0	0.0%
10-00-3405 Wall Rental	280	500	500	500	500	0	0.0%
10-00-3406 Volleyball & Ball Field		23,000	25,000	21,932	25,000	0	0.0%
10-00-3410 Rossmoor Building R		16,500	18,500	13,967	18,500	0	0.0%
10-00-3412 Montecito Building Re	ental 22,947	25,200	26,500	26,861	27,000	500	1.9%
10-00-3414 Rush Building Rental	82,054	81,000	85,000	76,346	94,000	9,000	10.6%
Total Fees	157,300	158,700	178,000	158,241	187,500	9,500	5.3%
Miscellaneous Revenues							
10-00-3500 Miscellaneous	2,493	2,000	2,000	2,490	2,000	0	0.0%
10-00-3502 Admin Fees	20,000	20,000	20,000	20,000	20,000	0	0.0%
10-00-3600 Transfer IN	0	0	0	0	0	0	0.0%
Total Miscellaneous Revenues	22,493	22,000	22,000	22,490	22,000	0	0.0%
Total General Fund Revenues	1,436,984	1,467,535	1,492,835	1,410,735	1,537,150	40,082	2.7%

### FY 2017-2018 ESTIMATE TO CLOSE

### Department 10 Administrative Services

ACCOUNT NO.		2016-2017 ACTUAL	2017-2018 APPROVED BUDGET	DECEMBER 2017 ACTUAL	2017-2018 AMENDED BUDGET	APRIL 2018 ACTUAL	2017-2018 ESTIMATE TO CLOSE	2017-2018 ETC VS AMENDED BUDGET	% INCREASE (DECREASE)
Department 10 Adm	ninistrative Services								
Salaries and Bene									
10-10-4000	Board of Directors' Compensation	7,500	10,000	4,700	10,000	6,550	8,000	(2,000)	-20.0%
10-10-4001	Full Time	195,041	200,175	96,913	192,000	144,194	176,000	(16,000)	
10/10/4002	Part Time	0	0	3,100	8,000	12,440	17,000	9,000	112.5%
10-10-4003	Overtime	4,392	5,300	3,625	5,300	5,641	5,700	400	7.5%
10-10-4007	Vehicle Allowance	222	450	99	250	134	250	0	0.0%
10-10-4010	Workers' Comp. Insurance	5,572	5,500	4,033	7,500	5,715	7,500	0	0.0%
10-10-4011	Medical Insurance	45,793	44,000	21,442	44,000	35,665	44,000	0	0.0%
10-10-4015	Federal Payroll Taxes	15,754	17,000	8,257	17,000	12,806	16,000	(1,000)	
10-10-4018	State Payroll Taxes	659	780	174	780	884	900	120	15.4%
Total Salaries	-	274,933	283,205	142,343	284,830	224,029	275,350	(9,480)	-3.3%
Operations and Ma				1 12,0 10				(0,100)	
10-10-5002	Insurance - Liability	12,983	15,900	15,892	15,900	15,700	15,900	0	0.0%
10-10-5004	Membership & Dues	5,798	6,400	5,559	6,400	5,644	6,400	0	0.0%
10-10-5006	Travel & Meetings	1,077	1,000	484	1,000	685	1,500	500	50.0%
10-10-5007	Board Meetings Televised Exp	20,217	21,000	10,375	21,000	17,336	21,000	0	0.0%
10-10-5010	Publications & Legal Notices	6,368	7,200	2,070	7,200	2,863	6,000	(1,200)	-16.7%
10-10-5012	Printing	601	1,000	441	1,000	792	800	(200)	-20.0%
10-10-5014	Postage	1,051	1,800	899	1,800	1,907	2,000	200	11.1%
10-10-5016	Office & Meeting Supplies	6,012	7,200	2,422	7,200	6,147	7,200	0	0.0%
10-10-5020	Telephone	2,305	1,950	1,102	2,300	1,899	2,300	0	0.0%
* 10-10-5021	Computer/E-mail/Server Costs	0	3,700	1,155	3,700	2,733	3,700	0	0.0%
10-10-5045	Miscellaneous Expenditures	11,304	6,500	1,652	9,000	417	9,000	0	0.0%
10-10-5046	Bank Service Charges	1,054	1,700	1,085	2,000	1,936	2,000	0	0.0%
10-10-5050	Elections	7,251	0	0	0	0	0	0	0.0%
Total Operation	ns and Maintenance	76,021	75,350	43,136	78,500	58,059	77,800	(700)	-0.9%
Contract Services									
10-10-5610	Legal Services	22,280	21,000	11,400	21,000	21,140	23,000	2,000	9.5%
10-10-5615	Financial Audit-Consulting	10,400	10,720	11,300	11,300	11,300	11,300	0	0.0%
10-10-5620	Miscellaneous Studies	6,000	0	0	0	0	0	0	0.0%
10-10-5670	Other Professional Services	24,657	26,000	11,732	22,000	17,248	23,500	1,500	6.8%
Total Contract		63,337	57,720	34,432	54,300	49,688	57,800	3,500	6.4%
Capital Expenditur		• • • •	,	, -	• • • • • • • • • • • • • • • • • • • •	,	,	• • • • • • • • • • • • • • • • • • • •	
10-10-6010	Equipment	1,362	4,000	0	4,000	1,457	4,000	0	0.0%
Total Administrat	tive Services	415,653	420,275	219,911	421,630	333,233	414,950	(6,680)	-1.6%

## FY 2017-2018 ESTIMATE TO CLOSE GENERAL FUND REVENUES BY ACCOUNT NUMBER - FUND 10 Department 20 Recreation

ACCOUNT NO.		2016-2017 ACTUAL	2017-2018 APPROVED BUDGET	2017-2018 AMENDED BUDGET	APRIL 2018 ACTUAL	2017-2018 ESTIMATE TO CLOSE	2017-2018 ETC VS AMENDED BUDGET	% INCREASE (DECREASE)
Department 20 Rec	reation							
Salaries and Benefit								
10-20-4001	Full Time	49,566	50,500	46,500	38,395	46,500	0	0.0%
10-20-4002	Part Time	17,342	18,600	24,000	21,208	24,000	0	0.0%
10-20-4003	Overtime	3,401	5,200	5,200	3,037	5,200	0	0.0%
10-20-4005	Event Attendant	758	1,000	1,000	521	1,000	0	0.0%
10-20-4007	Vehicle Allowance	-	100	100	0	100	0	0.0%
10-20-4010	Workers' Comp. Insurance	2,252	2,350	3,000	2,515	3,000	0	0.0%
10-20-4011	Medical Insurance	11,642	11,270	11,270	9,067	11,270	0	0.0%
10-20-4015	Federal Payroll Tax	5,435	5,988	5,988	4,830	5,988	0	0.0%
10-20-4018	State Payroll Taxes	355	400	400	438	400	0	0.0%
<b>Total Salaries</b>		90,751	95,408	97,458	80,011	97,458	0	0.0%
Operations and Mair	ntenance							
10-20-5006	Travel & Meetings	125	200	550	167	550	0	0.0%
10-20-5010	Publications & Legal Notices	468	420	420	335	420	0	0.0%
10-20-5012	Printing	44	100	100	329	350	250	250.0%
10-20-5014	Postage	41	150	150	82	150	0	0.0%
10-20-5016	Office & Meeting Supplies	1,062	1,000	1,000	926	1,000	0	0.0%
10-20-5017	Community Events	26,963	28,000	26,500	28,076	30,000	3,500	13.2%
10-20-5019	Fireworks	6,200	8,700	8,700	8,700	8,700	0	0.0%
10-20-5020	Telephone	1,930	1,900	1,900	1,944	1,900	0	0.0%
10-20-5045	Miscellaneous Expenditures	0	500	500	0	500	0	0.0%
10-20-5051	Equipment Rental	0	250	250	0	250	0	0.0%
Total Operations	s and Maintenance	36,833	41,220	40,070	40,559	43,820	3,750	9.4%
Contract Services			·	·			-	
10-20-5670 (	Other Professional Services	1,094	1,000	800	717	800	0	0.0%
Total Contract S	Services	1,094	1,000	800	717	800	0	0.0%
Capital Expenditures	5							
10-20-6010 E		0	1,000	500	239	500	0	0.0%
Total Capital Ex		0	1,000	500	239	500	0	0.0%
Total Recreation	1	128,678	138,628	138,828	121,526	142,578	3,750	2.7%

## FY 2017-2018 ESTIMATE TO CLOSE GENERAL FUND REVENUES BY ACCOUNT NUMBER - FUND 10 Department 30 Rossmoor Park

		2 opul al	10111 00 11000	moor r arm			004=0040	
			2017-2018	2017-2018		2017-2018	2017-2018 ETC VS	
		2016-2017	APPROVED	AMENDED	APRIL 2018	ESTIMATE TO	AMENDED	% INCREASE
ACCOUNT NO.		ACTUAL	BUDGET	BUDGET	ACTUAL	CLOSE	BUDGET	(DECREASE)
Department 30 Ros	ssmoor Park							
Salaries and Benefit	<u>ts</u>							
10-30-4001	Full Time	36,623	38,000	37,000	29,321	37,000	0	0.0%
10-30-4002	Part Time	18,842	19,000	18,400	13,840	18,400	0	0.0%
10-30-4003	Overtime	2,562	2,500	2,500	2,250	2,500	0	0.0%
10-30-4010	Workers' Comp. Insurance	5,571	5,500	7,500	5,713	7,500	0	0.0%
10-30-4011	Medical Insurance	14,382	13,500	13,500	11,200	13,500	0	0.0%
10-30-4015	Federal Payroll Taxes	4,435	4,370	4,370	3,472	4,370	0	0.0%
10-30-4018	State Payroll Taxes	232	250	250	231	250	0	0.0%
Total Salaries	and Benefits	82,647	83,120	83,520	66,027	83,520	0	0.0%
Operations and M	1aintenance							
10-30-5010	Publications & Legal Notices	568	500	500	335	500	0	0.0%
10-30-5012	Printing	22	50	50	38	50	0	0.0%
10-30-5014	Postage	9	50	50	28	50	0	0.0%
10-30-5016	Office & Meeting Supplies	620	700	700	633	700	0	0.0%
10-30-5018	Janitorial Supplies	3,319	4,500	4,500	3,297	4,500	0	0.0%
10-30-5020	Telephone	2,261	2,300	2,300	1,944	2,500	200	8.7%
10-30-5022	Utilities	13,369	12,000	12,000	10,740	14,000	2,000	16.7%
10-30-5023	Water (Prev inc. in Utilities 5022)	22,066	25,000	25,000	16,818	25,000	0	0.0%
10-30-5025	Sewer Tax	906	915	917	917	917	0	0.0%
10-30-5030	Vehicle Maintenance	702	600	600	720	800	200	33.3%
10-30-5032	Buildings & Grounds-Maintenance	29,420	27,000	30,000	21,548	30,000	0	0.0%
10-30-5034	Alarm Systems/Security	841	750	750	607	850	100	13.3%
10-30-5045	Miscellaneous/Expenditures	450	250	250	143	250	0	0.0%
10-30-5051	Equipment Rental	0	250	250	0	250	0	0.0%
10-30-5052	Minor Facility Repairs/Tools	0	250	250	0	250	0	0.0%
Total Operation	ons and Maintenance	74,553	75,115	78,117	57,768	80,617	2,500	3.2%
Contact Services								
10-30-5655	Landscape Maintenance	33,134	36,000	36,000	27,612	35,000	(1,000)	-2.8%
10-30-5656	Tree Trimming	1,013	1,100	1,100	1,087		0	0.0%
10-30-5670	Other Professional Services	1,037	1,000	800	626		0	0.0%
Total Contract		35,184	38,100	37,900	29,325		(1.000)	
Capital Expenditu			,	,		22,230	(-,	
10-30-6010	Equipment	0	0	0	239	0	0	0.0%
Total Capital Exp		0	0	0	239	0	0	0.0%
Total Rossmoor	Park	192,384	196,335	199,537	153,359	201,037	1,500	0.8%
Total Rossmoor	Park	192,384	196,335	199,537	153,359	201,037	1,500	

### Department 40 Montecito Center

ACCOUNT NO.		2016-2017 ACTUAL	2017-2018 APPROVED BUDGET	2017-2018 AMENDED BUDGET	APRIL 2018 ACTUAL	2017-2018 ESTIMATE TO CLOSE	2017-2018 ETC VS AMENDED BUDGET	% INCREASE (DECREASE)
Department 40 Mor	ntecito Center							
Salaries and Benefit	<u>s</u>							
10-40-4001	Full Time	30,203	32,520	32,520	24,048	32,520	0	0.0%
10-40-4002	Part Time	8,448	8,500	8,500	6,920	8,500	0	0.0%
10-40-4003	Overtime	1,958	2,150	2,150	1,807	2,150	0	0.0%
10-40-4010	Workers' Comp. Insurance	4,431	4,200	6,000	4,578	6,000	0	0.0%
10-40-4011	Medical Insurance	11,636	11,000	11,000	9,060	11,000	0	0.0%
10-40-4015	Federal Payroll Taxes	3,103	3,000	3,000	2,505	3,000	0	0.0%
10-40-4018	State Payroll Taxes	149	160	160	156	160	0	0.0%
Total Salaries		59,928	61,530	63,330	49,074	63,330	0	0.0%
Operations and M	aintenance							
10-40-5010	Publications & Legal Notices	355	400	400	335	400	0	0.0%
10-40-5012	Printing	22	50	50	38		0	0.0%
10-40-5014	Postage	9	50	50	28	50	0	0.0%
10-40-5016	Office & Meeting Supplies	577	700	700	612	850	150	21.4%
10-40-5018	Janitorial Supplies	3,319	4,000	4,000	3,297	4,500	500	12.5%
10-40-5020	Telephone	1,930	2,000	2,000	1,944	2,500	500	25.0%
10-40-5022	Utilities	1,704	1,700	1,700	1,537	2,000	300	17.6%
10-40-5023	Water	1,626	2,200	2,200	1,999	2,200	0	0.0%
10-40-5025	Sewer Tax	760	770	770	770	770	0	0.0%
10-40-5030	Vehicle Maintenance	859	600	600	720	800	200	33.3%
10-40-5032	Buildings & Grounds-Maintenance.	8,214	3,800	3,800	3,764	4,000	200	5.3%
10-40-5034	Alarm Systems/Security	364	400	400	468	,	100	25.0%
10-40-5045	Miscellaneous/Expenditures Chairs replaced	0	50	50	3,548	3,550	3,500	7000.0%
10-40-5051	Equipment Rental Minor Facility Repairs/Tools	0	250	250	0	250	0	0.0%
10-40-5052 \$	· ·	0	250	250	0	2,500	2,250	900.0%
Total Operation	ns and Maintenance	19,739	17,220	17,220	19,060	24,920	7,700	44.7%
10-40-5655	Landscape Maintenance	3,682	3,600	3,600	3,068	3,600	0	0.0%
10-40-5656	Tree Trimming	1,013	1,100	1,100	1,087	,	0	0.0%
10-40-5670	Other Professional Services	1,037	1,000	800	626		0	0.0%
Total Contract Se		5,732	5,700	5,500	4,781	5,500	0	0.0%
			-,	-,	,	-,,,,,,,		,,,,,,
Capital Expenditu								
10-40-6010	Equipment	1,359	500	500	0		0	0.0%
Total Capital Exp	penditures	1,359	500	500	0	500	0	0.0%
Total Montecito (	Center	86,758	84,950	86,550	72,915	94,250	7,700	8.9%

### Department 50 Rush Park

ACCOUNT NO.		2016-2017 ACTUAL	2017-2018 APPROVED BUDGET	2017-2018 AMENDED BUDGET	APRIL 2018 ACTUAL	2017-2018 ESTIMATE TO CLOSE	2017-2018 ETC VS AMENDED BUDGET	% INCREASE (DECREASE)
Department 50 Rus	h Dank	ACTUAL	BUDGET	BUDGET	ACTUAL	CLUSE	BUDGET	(DECKEASE)
•								
Salaries and Benefits 10-50-4001	s Full Time	36,623	38,000	37,000	29,321	37,000	0	0.0%
10-50-4001	Part Time	17,196	17,400	18,400	13,840	18,400	0	0.0%
10-50-4002	Overtime	2,552	2,800	2,800	2,250	2,800	0	0.0%
10-50-4005	Event Attendant	4,440	4,800	4,800	2,230		0	0.0%
10-50-4010	Workers' Comp. Insurance	5,571	5,500	7,500	5,713	7,500	0	0.0%
10-50-4011	Medical Insurance	14,382	13,500	13,500	11,200	13,500	0	0.0%
10-50-4015	Federal Payroll Taxes	4,649	4,370	4,370	3,677	4,370	0	0.0%
10-50-4018	State Payroll Taxes	328	400	400	285	400	0	0.0%
Total Salaries	,	85,741	86,770	88,770	68,971	88,770	0	
Operations and Mair		00,141	55,775	00,110	00,011	00,770		0.070
10-50-5010	Publications & Legal Notices	490	500	500	335	500	0	0.0%
10-50-5012	Printing	122	50	50	38	50	0	0.0%
10-50-5014	Postage	9	100	100	28	100	0	0.0%
10-50-5016	Office & Meeting Supplies	577	700	700	655	850	150	21.4%
10-50-5018	Janitorial Supplies	3,329	4,500	4,500	3,307	4,500	0	0.0%
10-50-5020	Telephone	1,930	2,300	1,950	1,944	2,500	550	28.2%
10-50-5022	Utilities	22,925	22,000	22,000	29,058	22,000	0	0.0%
10-50-5023	Water	33,801	34,000	36,000	29,076	36,000	0	0.0%
10-50-5025	Sewer Tax	3,465	3,630	3,630	3,508	3,630	0	0.0%
10-50-5030	Vehicle Maintenance	703	600	600	721	800	200	33.3%
10-50-5032	Buildings & Grounds-Maintenance	30,326	25,000	23,000	21,458	26,000	3,000	13.0%
10-50-5034	Alarm Systems/Security	656	750	750	755	750	0,000	0.0%
10-50-5045 <sub>F</sub>	Miscellaneous/Expenditures Freezer Repair and new freezer/pour in place and electrical outlet charged to Fund 10	204	250	250	144	2,000	1,750	700.0%
10-50-5051	Equipment Rental	0	250	250	0	250	0	0.0%
10-50-5052	Minor Facility Repairs/Tools	0	250	250	0	250	0	0.0%
Total Operatio	ns and Maintenance	98,537	94,880	94,530	91,027	100,180	5,650	6.0%
10-50-5655	Landscape Maintenance	33,134	36,000	36,000	27,612	35,000	(1,000)	-2.8%
10-50-5656	Tree Trimming	1,001	1,100	1,100	1,087	1,100	0	0.0%
10-50-5670	Other Professional Services	1,037	1,000	800	626	800	0	0.0%
Total Contract Se	ervices	35,172	38,100	37,900	29,325	36,900	(1,000)	-2.6%
Capital Expenditu	res						_	
10-50-6010	Equipment	0	0	0	0	0	0	0.0%
Total Capital Exp	penditures	0	0	0	0	0	0	0.0%
Total Rush Park		219,450	219,750	221,200	189,323	225,850	4,650	2.1%

### Department 60 Street Lighting, 65 Signature Wall, and 70 Street Sweeping

ACCOUNT NO.	2016-2017 ACTUAL	2017-2018 APPROVED BUDGET	2017-2018 AMENDED BUDGET	APRIL 2018 ACTUAL	2017-2018 ESTIMATE TO CLOSE	2017-2018 ETC VS AMENDED BUDGET	% INCREASE (DECREASE)
Department 60 Street Lighting							
Operations and Maintenance						_	
10-60-5020 Telephone	684	715	715	648	715	0	0.0%
Contract Services							
10-60-5650 Street Lights	97,815	107,000	103,000	72,293		0	0.0%
Total Street Lighting	98,499	107,715	103,715	72,941	103,715	0	0.0%
Department 65 Rossmoor Signature Wall Operations and Maintenance 10-65-5002 Insurance - Liability 10-65-5032 Buildings & Grounds-Maintenance Total Rossmoor Signature Wall	2,000 0 <b>2,000</b>	2,000 100 <b>2,100</b>	2,000 100 <b>2,100</b>	2,000 99 <b>2,099</b>	100	0 0	0.0% 0.0% <b>0.0%</b>
Department 70 Street Sweeping Operations and Maintenance 10-70-5020 Telephone Total Operations and Maintenance	654 <b>654</b>	650 <b>650</b>	650 <b>650</b>	633 <b>633</b>	650 650	0 <b>0</b>	0.0% <b>0.0%</b>
Contract Services							
	54,210	53,000	53,000	41,067	53,000	0	0.0%
Total Street Sweeping  Total Street Sweeping	54,210 54,864	53,650	<b>53,650</b>	41,700	,	0 <b>0</b>	0.0%

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### Department 80 Parkway Trees

ACCOUNT NO.		2016-2017 ACTUAL	2017-2018 APPROVED BUDGET	2017-2018 AMENDED BUDGET	APRIL 2018 ACTUAL	2017-2018 ESTIMATE TO CLOSE	2017-2018 ETC VS AMENDED BUDGET	% INCREASE (DECREASE)
Department 80 Parl	kway Trees							1
Salaries and Bene	efits							
10-80-4002	Salaries Part Time	19,851	21,012	21,012	15,740	21,012	0	0.0%
10-80-4003	Salaries Overtime	28	100	100	14	100	0	0.0%
10-80-4007	Overtime	716	750	750	639	750	0	0.0%
10-80-4015	Federal Payroll Tax -FICA	1,521	1,525	1,525	1,205	1,525	0	0.0%
10-80-4018	State Payroll Taxes	175	175	175	145	175	0	0.0%
Total Salaries an	d Benefits	22,291	23,562	23,562	17,743	23,562	0	0.0%
Operations and M	laintenance							
10-80-5012	Printing	0	25	25	0	25	0	0.0%
10-80-5014	Postage	7	100	100	14	100	0	0.0%
10-80-5016	Office & Meeting Supplies	122	150	150	73	150	0	0.0%
10-80-5020	Telephone	1,337	1,300	1,300	1,296	1,300	0	0.0%
10-80-5030	Vehicle Maintenance	0	50	50	0	50	0	0.0%
10-80-5051	Equipment Rental	0	50	50	0	50	0	0.0%
Total Operations	and Maintenance	1,466	1,675	1,675	1,383	1,675	0	0.0%
Contract Services								
10-80-5656	Tree Trimming	75.801	73,000	73,000	68,819	73,000	0	0.0%
* 10-80-5657	Tree Health Care	0	5,000	5,000	234	5,000	0	0.0%
10-80-5660	Tree Removals	2,369	2,500	2,500	0	2,500	0	0.0%
10-80-5670	Other Professional Services	3,804	3,000	3,000	2,608	3,000	0	0.0%
Total Contract Se	ervices	81,974	83,500	83,500	71,661	83,500	0	0.0%
Capital Expenditu	res	,					Ť	
10-80-6015	Trees	25,482	25,000	25,000	18,075	25,000	0	0.0%
Total Parkway Tr	rees	131,213	133,737	133,737	108,862	133,737	0	0.0%

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### **Department 90 Mini-Parks & Medians**

ACCOUNT NO.		2016-2017 ACTUAL	2017-2018 APPROVED BUDGET	2017-2018 AMENDED BUDGET	APRIL 2018 ACTUAL	2017-2018 ESTIMATE TO CLOSE	2017-2018 ETC VS AMENDED BUDGET	% INCREASE (DECREASE)
Department 90 Min	i-Parks & Medians							
Salaries and Benefit	<u>s</u>							
10-90-4001	Full Time	679	685	685	567	685	0	0.0%
10-90-4003	Overtime	54	64	64	44	64	0	0.0%
10-90-4010	Workers' Comp	261	300	300	218	300	0	0.0%
10-90-4015	Federal Payroll Taxes	56	58	58	47	58	0	0.0%
10-90-4018	State Payroll Taxes	2	15	15	2	15	0	0.0%
Total Salaries	and Benefits	1,052	1,122	1,122	878	1,122	0	0.0%
Operations and M		000	C40	0.40	0.40	640	0	0.00/
10-90-5020	Telephone	669	640	640	648		0	0.0%
10-90-5022 10-30-5023	Utilities Water	895 5 004	1,150	1,150 6,400	681	1,150	0	0.0% 0.0%
		5,904	6,400		6,001	6,400	-	
10-90-5032 10-90-5045	Building & Grounds Maintenance.	1,211 33	800 100	2,000 100	2,099 523	4,000 100	2,000	100.0% 0.0%
10-90-5045	Miscellaneous/Expenditures Equipment Rental	0	100	100	0	100	0	0.0%
10-90-5051	Minor Facility Repairs/Tools	0	100	100	0	100	•	0.0%
	ns and Maintenance	8, <b>712</b>	9,290	10,490	9,952	12,490	2, <b>000</b>	19.1%
Total Operatio	ns and maintenance	0,712	9,290	10,490	9,952	12,490	2,000	19.1 /0
Contract Services								
10-90-5655	Landscape Maintenance	3,682	3,600	3,600	3,068	3,600	0	0.0%
10-90-5656	Tree Trimming	483	400	400	362	400	0	0.0%
10-90-5670	Other Professional Services	52	50	50	37	50	0	0.0%
Total Contract	Services	4,217	4,050	4,050	3,467	4,050	0	0.0%
Conital Events dis								
Capital Expendit 10-90-6010	ures Equipment	0	100	100	0	100	0	0.0%
Total Capital Exp		0	100	100	0	100	0	0.0%
Total Mini-Parks	& Medians	13,981	14,562	15,762	14,297	17,762	2,000	12.7%
TOTAL GENERAL F	FUND EXPENDITURES	1,343,480	1,371,702	1,376,709	1,110,255	1,389,629	12,920	0.9%

### FY 2017-2018 ESTIMATE TO CLOSE RUSH PARK BOND - FUND 20

ACCOUNT NO. TITLE	2016-2017 ACTUAL	2017-2018 APPROVED BUDGET	2017-2018 AMENDED BUDGET	APRIL 2018 ACTUAL	2017-2018 ESTIMATE TO CLOSE	2017-2018 ETC VS AMENDED BUDGET	% INCREASE (DECREASE)
Assigned Fund Balance, Beginning	0	0	0	0			
Rush Park AD Revenues							
Assessments							
20-00-3100 Current Year Secured	380,265	380,000	380,000	375,228	380,000	0	0.0%
20-00-3101 Prior Year Secured	2,198	3,400	3,400	2,370	,	0	0.0%
20-00-3200 Interest on investments	0	0	1,058	1,058	1,058	0	0.0%
20-00-3500 Other Misc. Rev.	0	0	0		0	0	0.0%
Total Rush Park AD Revenues	382,463	383,400	384,458	378,656	384,458	0	0.0%
Rush Park AD Expenditures							
20-50-5617 Administrative Fees	20,000	20,000	20,000	20,000	20,000	0	0.0%
20-50-5619 Bond Trustee	3,048	3,048	3,048	3,048	3,048	0	0.0%
Total Contract Services	23,048	23,048	23,048	23,048	23,048	0	0.0%
Annual Debt Service							
20-50-5800 Principal	260,000	280,000	280,000	280,000	280,000	0	0.0%
20-50-5801 Interest	90,156	74,090	74,090	72,317	•	0	0.0%
20-50-5045 Miscellaneous	0	0	0	0	Ū	0	0.0%
Total Annual Debt Service	350,156	354,090	354,090	352,317	354,090	0	0.0%
Total Rush Park AD Expenditures	373,204	377,138	377,138	375,365	377,138	0	0.0%
Revenues Less Expenditures	9,259	6,262	7,320	3,291	7,320	0	0.0%
Transfers Out	0	0	0	0	0		
(1) Transfer Out - (To Fund 50 as directed by auditor)	9,259	6,262	7,320	3,291	7,320	0	0.0%
Fund Balance, End of Year	0	0	0	0	0	0	0

### FY 2017-2018 ESTIMATE TO CLOSE CAPITAL IMPROVEMENT PROGRAM - FUND 40

ACCOUNT NO.	2016-2017 ACTUAL	2017-2018 APPROVED BUDGET	2017-2018 AMENDED BUDGET	APRIL 2018 ACTUAL	2017-2018 ESTIMATE TO CLOSE	2017-2018 ETC VS AMENDED BUDGET	% INCREASE (DECREASE)
Assigned Fund Balance, Beginning	105,109	32,696	32,696	32,696	32,696	C	0 0
Revenues							
Golden State Water Reimbursement	0	0	0	0	0	0	0.0%
40-00-3600 Transfer In Fund 10	0	0	0	0	0	0	0.0%
40-00-3600 Transfer In Fund 20	0	0	0	0	0	0	0.0%
40-00-3600 Transfer In Fund 30	0	0	0	0	0	0	0.0%
	· ·	· ·	· ·			0	0.0%
Total Capital Improvement Program Revenues	105,109	32,696	32,696	32,696	32,696	(0)	0.0%
Expenditures Dept.							
Rossmoor Park	25,060	0	0	0	0	0	0.0%
Montecito Center	0	0	0	0	0	0	0.0%
Rush Park Roll in Place and Lighting Charged to Fund 10	28,606	13,000	10,000	0	0	(10,000)	
General	18,747	6,500	6,500	5,409	6,500	0	0.0%
Total Expenditures	72,413	19,500	16,500	5,409	6,500	(10,000)	-60.6%
Revenues Less Expenditures	32,696	13,196	16,196	27,287	26,196	10,000	61.7%
Fund Balance, End of Year	32,696	13,196	16,196	27,287	26,196	10,000	61.7%

### **CAPITAL IMPROVEMENT PROGRAM - FUND 40**

### FY 2017-2018 ESTIMATE TO CLOSE

		LSTIMATE			2017/2018	2018-2019	2019-2020	2020-2021
	ACTUAL 2015-		2017-2018	2017-2018	ESTIMATE TO	INFORMATION	INFORMATION	INFORMATION
PROJECT TITLE	2016	2016-2017 ACTUAL	APPROVED BUDGET	AMENDED BUDGET	CLOSE	ONLY	ONLY	ONLY
REVENUES								
Beginning Fund Balance	\$129,602	\$105,109	\$32,696	\$32,696	\$32,696	\$26,196	(\$7,804)	(\$24,304)
Transfer from Fund 10	\$50,000	\$0	, , , , , , ,	, , , , , , , , , , , , , , , , , , , ,	, , , , , , , , , , , , , , , , , , , ,	, , , , ,	(1 /= - /	(1 /- 7
Golden State Water Reimbursement for Water Conservation	18,092	0						
TOTAL REVENUES		\$105,109	\$32,696	\$32,696	\$32,696	\$26,196	(\$7,804)	(\$24,304)
EXPENSES	7137,034	7103,103	<b>732,030</b>	732,030	<b>732,030</b>	<b>720,130</b>	(77,004)	(\$24,304)
ROSSMOOR PARK		\$14,373						
Lighting Repaired and Replaced (\$16,338 - Insurance Payment \$1,965= \$14,373	£40.770							
Community Room Cabinets	\$10,778	\$1,235						
December Park Playara and (Fatimata)								\$100,000
Rossmoor Park Playground (Estimate)						¢20,000		φ100,000
Basketball and Tennis Courts Resurfacing (Estimate)		\$9,452				\$20,000		
3 Drinking Fountains		φ9,452						
		_						_
ROSSMOOR PARK SUBTOTAL	\$10,778	\$25,060	\$0	\$0	\$0	\$20,000	\$0	\$100,000
MONTECITO								
Outdoor Security Lighting (Estimate)								\$5,000
Upgrade Counter Tops and Drop Ceiling (Estimate)						\$2,500		
Carpeting (Estimate)						\$5,000		
MONTECITO SUBTOTAL	\$0	\$0	\$0	\$0	\$0	\$7,500	\$0	\$5,000
RUSH PARK								
Parking Lot Repair \$33000	\$0							
Rush Park Playground Landscape Shade	\$44,816	\$28,606						
Auditorium & Room Carpeting (Estimate)	φ44,010	\$20,000					\$10,000	
Electrical Lighting For Winter Festival Charged to Fund 10			\$5,000	\$5,000	\$0		\$10,000	
Roll Coat Maintenance Pour-in-Place Charged to Fund 10			\$8,000	\$5,000	\$0			
RUSH PARK SUBTOTAL	\$44,816	\$28,606	\$13,000	\$10,000	\$0	\$0	\$10,000	\$0
ROSSMOOR WALL	\$11,010	<b>\$25,000</b>	<b>\$13,000</b>	\$10,000	ŢŪ.	φo	\$10,000	40
ROSSIVIOUR WALL	\$0							
ROSSMOOR WALL SUBTOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	ŚO
GENERAL ROSSMOOR WALE SUBTOTAL	70	**	**	7-	7.	7-	7-	7-5
Work Truck (Finance for 4 years)		\$9,479	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500	
Rossmoor Park Smart Meter	\$9,450	Ψυ,410	ψ0,000	ψ0,000	ψ0,500	ψ0,000	ψ0,000	
Landscape Rush and Rossmoor for Water Conservation	\$18,091							
Rush Park Smart Meter	\$9,450							
Montecito Street Lighting Improvements		\$9,268						
GENERAL SUBTOTAL	\$36,991	\$18,747	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500	\$0
GENERAL SUBTUTAL	, ,	7,	75,555	, -,	1-,2	1-,000	, -,	7-5
TOTAL EXPENSES	\$92,585	\$72,413	\$19,500	\$16,500	\$6,500	\$34,000	\$16,500	\$105,000
ENDING FUND BALANCE		\$32,696	\$13,196	\$16,196	\$26,196	(\$7,804)	(\$24,304)	(\$129,304)

# FY 2018-2019 PRELIMIINARY BUDGET Department Accounts Combined TOTAL FUND SUMMARY

	Approved Budget Fund 10	Approved Budget Fund 20	Approved Budget Fund 40
Fund Balance, Beginning FY 2018-2019	980,637	0	26,196
General Fund Revenues			
Transfer In from other funds			
Property Taxes	954,930	384,458	
Street Light Assessments	339,900		
Interest on Investments	8,000		
From Other Govt. Agencies	60,400		
Permit and Rental Fees	190,000		
Miscellaneous Revenues	22,000		0
Total General Fund Revenues	1,575,230	384,458	26,196
			0
Total General Fund Expenditures	1,402,875	374,313	11,500
Revenues Less Expenditures	172,355	10,145	14,696
_ , _ ,			
Transfer Out - (To Fund 50 as directed		(40.447)	
by auditor)	4.450.000	(10,145)	44.000
Fund Balance, End FY	1,152,992	0	14,696

### FY 2018- 2019 PRELIMINARY BUDGET (Department Accounts Combined) GENERAL FUND SUMMARY - FUND 10

	2016-2017 ACTUAL	2017-2018 APPROVED BUDGET	2017-2018 AMENDED BUDGET	2017-2018 ESTIMATE TO CLOSE	2018-2019 PRELIMINARY BUDGET
Fund Balance End	739,612	833,116	833,116	833,116	980,637
Transfer from Reserve to Fund 40	0	0	0	0	0
Transfer from Reserve to Fund 10	0	0	0	0	0
Fund Balance	739,612	833,116	833,116	833,116	980,637
General Fund Revenues					
Property Taxes	883,446	908,835	914,835	929,250	954,930
Street Light Assessments	309,594	314,600	314,600	330,000	339,900
Interest on Investments	4,684	3,000	3,000	8,000	8,000
From Other Govt. Agencies	59,467	60,400	60,400	60,400	60,400
Permit and Rental Fees	157,300	158,700	178,000	187,500	190,000
Miscellaneous Revenues	22,493	22,000	22,000	22,000	22,000
Total General Fund Revenues	1,436,984	1,467,535	1,492,835	1,537,150	1,575,230
General Fund Expenditures					
Transfer Out to Fund 40	0	0	0	0	0
Administrative Services	415,653	420,275	421,630	414,950	815,914
Recreation	128,678	138,628	138,828	142,578	42,400
Rossmoor Park	192,384	196,335	199,537	201,037	107,900
Montecito Center	86,758	84,950	86,550	94,250	20,624
Rush Park	219,450	219,750	221,200	225,850	127,480
Street Lighting	98,499	107,715	103,715	103,715	103,715
Rossmoor Signature Wall	2,000	2,100	2,100	2,100	2,300
Street Sweeping	54,864	53,650	53,650	53,650	55,770
Parkway Trees	131,213	133,737	133,737	133,737	113,380
Mini-Parks and Medians	13,981	14,562	15,762	17,762	13,392
<b>Total General Fund Expenditures</b>	1,343,480	1,371,702	1,376,709	1,389,629	1,402,875
Revenues Less Expenditures	93,504	95,833	116,126	147,521	172,355
Fund Balance, End of Year	833,116	928,949	949,242	980,637	1,152,992

## FY 2018- 2019 PRELIMINARY BUDGET (Department Accounts Combined) GENERAL FUND REVENUES BY ACCOUNT NUMBER - FUND 10

		2016-2017 ACTUAL	2017-2018 APPROVED FINAL BUDGET	2017-2018 AMENDED BUDGET	2017-2018 ESTIMATE TO CLOSE	2018-2019 PRELIMINARY BUDGET
<b>General Fund Reve</b>	<u>nues</u>					
Property Taxes						
10-00-3000	Current Secured	812,466	842,400	842,400	856,000	881,680
10-00-3001	Current Unsecured	25,773	26,000	26,000	27,000	27,000
10-00-3002	Prior Secured	7,669	7,100	7,100	7,100	7,100
10-00-3003	Prior Unsecured	354	535	535	350	350
10-00-3004	Delinquent Property Taxes	701	800	800	800	800
10-00-3010	Current Supplemental Assmnt.	23,803	18,000	24,000	24,000	24,000
10-00-3020	Public Utility	12,680	14,000	14,000	14,000	14,000
Total Property	Taxes	883,446	908,835	914,835	929,250	954,930
Street Light Asses	sments					
10-00-3105	Assessments	309,594	314,600	314,600	330,000	339,900
Interest on Investr	nents					
10-00-3200	Interest	4,684	3,000	3,000	8,000	8,000
From Other Gover	nmental Agencies					
10-00-3301	State-Homeowners Prop. Tax Relief	5,257	5,400	5,400	5,400	5,400
10-00-3305	County-Street Sweep Reimburse.	54,210	55,000	55,000	55,000	55,000
Total From Oth	ner Governmental Agencies	59,467	60,400	60,400	60,400	60,400
Permit and Rental	Fees					
10-00-3404	Tennis Reservations	10,218	12,500	22,500	22,500	25,000
10-00-3405	Wall Rental	280	500	500	500	500
10-00-3406	Volleyball & Ball Field Reservations	23,957	23,000	25,000	25,000	25,000
10-00-3410	Rossmoor Building Rental	17,844	16,500	18,500	18,500	18,500
10-00-3412	Montecito Building Rental	22,947	25,200	26,500	27,000	27,000
10-00-3414	Rush Building Rental	82,054	81,000	85,000	94,000	94,000
Total Fees	, and the second	157,300	158,700	178,000	187,500	190,000
Miscellaneous Rev	venues					
10-00-3500	Miscellaneous	2,493	2,000	2,000	2,000	2,000
10-00-3502	Admin Fees	20,000	20,000	20,000	20,000	20,000
10-00-3600	Transfer IN	0	0	0	0	0
Total Miscellaned	ous Revenues	22,493	22,000	22,000	22,000	22,000
Total General Fund	Revenues	1,436,984	1,467,535	1,492,835	1,537,150	1,575,230

### (Department Accounts Combined)

### GENERAL FUND EXPENDITURES BY ACCOUNT NUMBER - FUND 10

Department 10 Administrative Services

ACCOUNT NO.		2016-2017 ACTUAL	2017-2018 APPROVED BUDGET	2017-2018 AMENDED BUDGET	2017-2018 ESTIMATE TO CLOSE	2018-2019 PRELIMINARY BUDGET
•	ninistrative Services					
Salaries and Bene						
10-10-4000	Board of Directors' Compensation	7,500	10,000	10,000	8,000	8,000
10-10-4001	Full Time	195,041	200,175	192,000	176,000	0
10-10-4001	Part Time	0	0	8,000	17,000	0
10-10-4003	Overtime	4,392	5,300	5,300	5,700	0
* 10-10-4006	Salaries - Administrative (ETC 17-18 \$234,175)	0	0	0	0	236,000
* 10-10-4008	Salaries - Recreation (ETC 17-18 \$110,000)	0	0	0	0	113,764
* 10-10-4009	Salaries - Maintenance Tree & Park (ETC 17-18 \$137,400)	0	0	0	0	142,800
10-10-4007	Vehicle Allowance	222	450	250	250	250
* 10-10-4010	Workers' Comp. Insurance	5,572	5,500	7,500	7,500	27,000
* 10-10-4011	Medical Insurance	45,793	44,000	44,000	44,000	91,000
* 10-10-4015	Federal Payroll Taxes	15,754	17,000	17,000	16,000	34,000
* 10-10-4018	State Payroll Taxes	659	780	780	900	2,400
Total Salaries	•	274,933	283,205	284,830	275,350	655,214
Operations and M						
10-10-5002	Insurance - Liability	12,983	15,900	15,900	15,900	17,500
10-10-5004	Membership & Dues	5,798	6,400	6,400	6,400	6,400
10-10-5006	Travel & Meetings	1,077	1,000	1,000	1,500	1,000
10-10-5007	Board Meetings Televised Exp	20,217	21,000	21,000	21,000	21,100
* 10-10-5010	Publications & Legal Notices	6,368	7,200	7,200	6,000	6,500
* 10-10-5012	Printing	601	1,000	1,000	800	1,000
* 10-10-5014	Postage	1,051	1,800	1,800	2,000	2,000
* 10-10-5016	Office & Meeting Supplies	6,012	7,200	7,200	7,200	9,000
* 10-10-5020	Telephone	2,305	1,950	2,300	2,300	13,000
10-10-5021	Computer/E-mail/Server Costs	0	3,700	3,700	3,700	3,700
10-10-5045	Miscellaneous Expenditures	11,304	6,500	9,000	9,000	9,000
10-10-5046	Bank Service Charges	1,054	1,700	2,000	2,000	2,000
10-10-5050	Elections	7,251	0	0	0	7,500
Total Operations and Maintenance		76,021	75,350	78,500	77,800	99,700
Contract Services						
10-10-5610	Legal Services	22,280	21,000	21,000	23,000	23,000
10-10-5615	Financial Audit-Consulting	10,400	10,720	11,300	11,300	12,000
10-10-5620	Miscellaneous Studies	6,000	0	0	0	0
10-10-5670	Other Professional Services	24,657	26,000	22,000	23,500	24,000
Total Contract Services		63,337	57,720	54,300	57,800	59,000
Capital Expenditur						
10-10-6010	Equipment	1,362	4,000	4,000	4,000	2,000
Total Administrat	ive Services	415,653	420,275	421,630	414,950	815,914

<sup>\*</sup> Totals for combined departments

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## (Department Accounts Combined) GENERAL FUND EXPENDITURES BY ACCOUNT NUMBER - FUND 10 Department 20 Recreation

ACCOUNT NO.		2016-2017 ACTUAL	2017-2018 APPROVED BUDGET	2017-2018 AMENDED BUDGET	2017-2018 ESTIMATE TO CLOSE	2018-2019 PRELIMINARY BUDGET
Department 20 Rec						
Salaries and Benefit  * 10-20-4001	s Full Time	40 FCC	F0 F00	40 500	46,500	0
* 10-20-4001	Part Time	49,566 17,342	50,500 18,600	46,500 24,000	46,500 24,000	0
* 10-20-4003	Overtime	3,401	5,200	5,200	5,200	0
10-20-4003	Event Attendant	3,401 758	,	,	,	1,000
10-20-4005	Vehicle Allowance	730	1,000 100	1,000 100	1,000 100	1,000
* 10-20-4010	Workers' Comp. Insurance	- 2,252	2,350	3,000	3,000	0
* 10-20-4011	Medical Insurance	11,642	11,270	11,270	11,270	0
* 10-20-4015	Federal Payroll Tax	5,435	5.988	5,988	5,988	0
* 10-20-4018	State Payroll Taxes	355	400	400	400	0
Total Salaries	•	90.751	95.408	97,458	97.458	1,100
Operations and Maintenance		30,731	30,400	31,400	37,400	1,100
10-20-5006	Travel & Meetings	125	200	550	550	550
* 10-20-5010	Publications & Legal Notices	468	420	420	420	0
* 10-20-5012	Printing	44	100	100	350	Ö
* 10-20-5014	Postage	41	150	150	150	0
* 10-20-5016	Office & Meeting Supplies	1,062	1,000	1.000	1,000	0
10-20-5017	Community Events	26,963	28,000	26.500	30,000	30,000
10-20-5019	Fireworks	6,200	8,700	8,700	8,700	8,700
* 10-20-5020	Telephone	1,930	1,900	1,900	1,900	, O
10-20-5045	Miscellaneous Expenditures	0	500	500	500	500
10-20-5051	Equipment Rental	0	250	250	250	250
Total Operations and Maintenance		36,833	41,220	40,070	43,820	40,000
Contract Services						
10-20-5670 (	Other Professional Services	1,094	1,000	800	800	800
Total Contract Services		1,094	1,000	800	800	800
Capital Expenditures						
10-20-6010 Equipment		0	1,000	500	500	500
Total Capital Expenditures		0	1,000	500	500	500
Total Recreation		128,678	138,628	138,828	142,578	42,400

<sup>\*</sup> Departments combined fy 2018-2019. Totals moved to Administrative - Department 10

### (Department Accounts Combined)

### GENERAL FUND EXPENDITURES BY ACCOUNT NUMBER - FUND 10 Department 30 Rossmoor Park

ACCOUNT NO.		2016-2017 ACTUAL	2017-2018 APPROVED BUDGET	2017-2018 AMENDED BUDGET	2017-2018 ESTIMATE TO CLOSE	2018-2019 PRELIMINARY BUDGET
•	Department 30 Rossmoor Park					
Salaries and Benefit  * 10-30-4001	<u>s</u> Full Time	36,623	38,000	37,000	37,000	0
* 10-30-4002	Part Time	36,623 18,842	19,000	18,400	18,400	0
* 10-30-4003	Overtime	2,562	2,500	2,500	2,500	0
* 10-30-4010	Workers' Comp. Insurance	2,562 5,571	2,500 5,500	7,500	2,500 7,500	0
* 10-30-4011	Medical Insurance	14,382	13,500	13,500	13,500	0
* 10-30-4015	Federal Payroll Taxes	4,435	4,370	4,370	4,370	0
* 10-30-4018	State Payroll Taxes	4,435	4,370 250	4,370 250	4,370 250	0
Total Salaries	,	82,647	83,120	83,520	83,520	0
Operations and M		02,047	03,120	63,320	63,320	
* 10-30-5010	Publications & Legal Notices	568	500	500	500	0
* 10-30-5012	Printing	22	50 50	50	50	0
* 10-30-5014	Postage	9	50	50	50	0
* 10-30-5016	Office & Meeting Supplies	620	700	700	700	o
10-30-5018	Janitorial Supplies	3,319	4,500	4,500	4,500	4,500
* 10-30-5020	Telephone	2,261	2,300	2,300	2,500	0
10-30-5022	Utilities	13,369	12,000	12,000	14,000	14,000
10-30-5023	Water (3% Increase)	22,066	25,000	25,000	25,000	25,750
10-30-5025	Sewer Tax	906	915	917	917	950
10-30-5030	Vehicle Maintenance	702	600	600	800	800
10-30-5032	Buildings & Grounds-Maintenance	29,420	27,000	30,000	30,000	30,000
10-30-5034	Alarm Systems/Security	841	750	750	850	850
10-30-5045	Miscellaneous/Expenditures	450	250	250	250	450
10-30-5051	Equipment Rental	0	250	250	250	250
10-30-5052	Minor Facility Repairs/Tools	0	250	250	250	250
Total Operatio	ns and Maintenance	74,553	75,115	78,117	80,617	77,800
Contact Services			•		·	, in the second
10-30-5655	Landscape Maintenance	33,134	36.000	36.000	35,000	28.000
10-30-5656	Tree Trimming	1,013	1,100	1,100	1,100	1,300
10-30-5670	Other Professional Services	1,037	1,000	800	800	800
Total Contract Services		35,184	38,100	37.900	36,900	30,100
Capital Expenditures			,:••	,500	,5	,
10-30-6010	Equipment	0	0	0	0	0
	Total Capital Expenditures		0	0	0	0
Total Rossmoor	Park	192,384	196,335	199,537	201,037	107,900

<sup>\*</sup> Departments combined fy 2018-2019. Totals moved to Administrative - Department 10

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### (Department Accounts Combined) GENERAL FUND EXPENDITURES BY ACCOUNT NUMBER - FUND 10

### Department 40 Montecito Center

ACCOUNT NO.		2016-2017 ACTUAL	2017-2018 APPROVED BUDGET	2017-2018 AMENDED BUDGET	2017-2018 ESTIMATE TO CLOSE	2018-2019 PRELIMINARY BUDGET
Department 40 Mor	tecito Center					
Salaries and Benefit	<u>8</u>					
* 10-40-4001	Full Time	30,203	32,520	32,520	32,520	0
* 10-40-4002	Part Time	8,448	8,500	8,500	8,500	0
* 10-40-4003	Overtime	1,958	2,150	2,150	2,150	0
* 10-40-4010	Workers' Comp. Insurance	4,431	4,200	6,000	6,000	0
* 10-40-4011	Medical Insurance	11,636	11,000	11,000	11,000	0
* 10-40-4015	Federal Payroll Taxes	3,103	3,000	3,000	3,000	0
* 10-40-4018	State Payroll Taxes	149	160	160	160	0
Total Salaries	and Benefits	59,928	61,530	63,330	63,330	0
Operations and M	aintenance					
* 10-40-5010	Publications & Legal Notices	355	400	400	400	0
* 10-40-5012	Printing	22	50	50	50	Ö
* 10-40-5014	Postage	9	50	50	50	o
* 10-40-5016	Office & Meeting Supplies	577	700	700	850	o
10-40-5018	Janitorial Supplies	3.319	4.000	4.000	4,500	4,500
* 10-40-5020	Telephone	1,930	2,000	2,000	2,500	-,000
10-40-5022	Utilities	1,704	1,700	1,700	2,000	2,000
10-40-5023	Water (3% Increase)	1,626	2,200	2,200	2,200	1.834
10-40-5025	Sewer Tax	760	770	2,200 770	770	790
10-40-5025	Vehicle Maintenance	859	600	600	800	800
10-40-5030	Buildings & Grounds-Maintenance.	8,214	3,800	3,800	4,000	4.000
10-40-5032	Alarm Systems/Security	364	400	3,800 400	4,000 500	500
10-40-5045	Miscellaneous/Expenditures	0	50	50	3,550	500
10-40-5045	Equipment Rental	0	250	250	3,550 250	250
10-40-5051	Minor Facility Repairs/Tools	0	250	250	2,500	250
	ns and Maintenance	19,739	17,220	17,220	24,920	15,424
Total Operatio	ns and maintenance	13,733	17,220	17,220	24,320	10,424
10-40-5655	Landscape Maintenance	3,682	3,600	3,600	3,600	2,800
10-40-5656	Tree Trimming	1,013	1,100	1,100	1,100	1,100
10-40-5670	Other Professional Services	1,037	1,000	800	800	800
Total Contract Se	ervices	5,732	5,700	5,500	5,500	4,700
Conital Evans						
Capital Expenditu		1 250	F00	500	500	FOO
10-40-6010	Equipment	1,359 <b>1,359</b>	500 <b>500</b>	500 <b>500</b>	500	500 500
Total Capital Exp	enatures	1,359	500	500	500	500
Total Montecito (	Center	86,758	84,950	86,550	94,250	20,624

<sup>\*</sup> Departments combined fy 2018-2019. Totals moved to Administrative - Department 10

### FY 2018- 2019 PRELIMINARY BUDGET (Department Accounts Combined)

### GENERAL FUND EXPENDITURES BY ACCOUNT NUMBER - FUND 10

### Department 50 Rush Park

ACCOUNT NO.		2016-2017 ACTUAL	2017-2018 APPROVED BUDGET	2017-2018 AMENDED BUDGET	2017-2018 ESTIMATE TO CLOSE	2018-2019 PRELIMINARY BUDGET
Department 50 Rus	h Park					
Salaries and Benefits						
* 10-50-4001	Full Time	36,623	38,000	37,000	37,000	0
* 10-50-4002	Part Time	17,196	17,400	18,400	18,400	0
* 10-50-4003	Overtime	2,552	2,800	2,800	2,800	0
* 10-50-4005	Event Attendant	4,440	4,800	4,800	4,800	0
* 10-50-4010	Workers' Comp. Insurance	5,571	5,500	7,500	7,500	0
* 10-50-4011	Medical Insurance	14,382	13,500	13,500	13,500	0
* 10-50-4015	Federal Payroll Taxes	4,649	4,370	4,370	4,370	0
* 10-50-4018	State Payroll Taxes	328	400	400	400	0
Total Salaries		85,741	86,770	88,770	88,770	0
Operations and Main						
* 10-50-5010	Publications & Legal Notices	490	500	500	500	0
* 10-50-5012	Printing	122	50	50	50	0
* 10-50-5014	Postage	9	100	100	100	0
* 10-50-5016	Office & Meeting Supplies	577	700	700	850	0
10-50-5018	Janitorial Supplies	3,329	4,500	4,500	4,500	4,500
* 10-50-5020	Telephone	1,930	2,300	1,950	2,500	0
10-50-5022	Utilities	22,925	22,000	22,000	22,000	22,000
10-50-5023	Water (3% Increase)	33,801	34,000	36,000	36,000	37,080
10-50-5025	Sewer Tax	3,465	3,630	3,630	3,630	3,700
10-50-5030	Vehicle Maintenance	703	600	600	800	800
10-50-5032	Buildings & Grounds-Maintenance	30,326	25,000	23,000	26,000	28,000
10-50-5034	Alarm Systems/Security	656	750	750	750	750
10-50-5045	Miscellaneous/Expenditures	204	250	250	2,000	250
10-50-5051	Equipment Rental	0	250	250	250	250
10-50-5052	Minor Facility Repairs/Tools	0	250	250	250	250
Total Operations and Maintenance		98,537	94,880	94,530	100,180	97,580
		/	, , , , , , , , , , , , , , , , , , , ,	,	,	, , , , , , ,
10-50-5655	Landscape Maintenance	33,134	36,000	36,000	35,000	28,000
10-50-5656	Tree Trimming	1,001	1,100	1,100	1,100	1,100
10-50-5670	Other Professional Services	1,037	1,000	800	800	800
Total Contract Se		35,172	38,100	37,900	36,900	29,900
Capital Expenditures						
10-50-6010	Equipment	0	0	0	0	0
Total Capital Expenditures		0	0	0	0	0
Total Rush Park		219,450	219,750	221,200	225,850	127,480
- John Nusii i dik		213,430	213,730	221,200	220,000	121,400

<sup>\*</sup> Departments combined fy 2018-2019. Totals moved to Administrative - Department 10

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# FY 2018- 2019 PRELIMINARY BUDGET (Department Accounts Combined) GENERAL FUND EXPENDITURES BY ACCOUNT NUMBER - FUND 10 Department 60 Street Lighting, 65 Signature Wall, and 70 Street Sweeping

ACCOUNT NO.		2016-2017 ACTUAL	2017-2018 APPROVED BUDGET	2017-2018 AMENDED BUDGET	2017-2018 ESTIMATE TO CLOSE	2018-2019 PRELIMINARY BUDGET
Department 60 Stre						
Operations and M						
10-60-5020	Telephone	684	715	715	715	715
Contract Services						
10-60-5650	Street Lights	97,815	107,000	103,000	103,000	103,000
Total Street Light	ting	98,499	107,715	103,715	103,715	103,715
Department 65 Ros Operations and M 10-65-5002 10-65-5032 Total Rossmoor	Insurance - Liability Buildings & Grounds-Maintenance	2,000 0 <b>2,000</b>	2,000 100 <b>2,100</b>	2,000 100 <b>2,100</b>	100	2,200 100 2,300
Total Nossillooi	Signature Wall	2,000	2,100	2,100	2,100	2,300
Department 70 Stre Operations and N 10-70-5020		654	650	650	650	650
<b>Total Operations</b>	and Maintenance	654	650	650	650	650
Contract Services 10-70-5642	Street Sweeping (+4% New Contract)	54,210	53,000	53,000	53,000	55,120
Total Street Swee		54,864	53,650	53,650	· · · · · · · · · · · · · · · · · · ·	55,770

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# FY 2018- 2019 PRELIMINARY BUDGET (Department Accounts Combined) GENERAL FUND EXPENDITURES BY ACCOUNT NUMBER - FUND 10 Department 80 Parkway Trees

ACCOUNT NO.		2016-2017 ACTUAL	2017-2018 APPROVED BUDGET	2017-2018 AMENDED BUDGET	2017-2018 ESTIMATE TO CLOSE	2018-2019 PRELIMINARY BUDGET
Department 80 Parl	•					
Salaries and Bene	efits					
* 10-80-4002	Salaries Part Time	19,851	21,012	21,012	21,012	0
* 10-80-4003	Salaries Overtime	28	100	100	100	0
10-80-4007	Vehicle Allowance	716	750	750	750	780
* 10-80-4015	Federal Payroll Tax -FICA	1,521	1,525	1,525	1,525	0
* 10-80-4018	State Payroll Taxes	175	175	175	175	0
Total Salaries an	d Benefits	22,291	23,562	23,562	23,562	780
Operations and M	aintenance					
* 10-80-5012	Printing	0	25	25	25	0
* 10-80-5014	Postage	7	100	100	100	0
* 10-80-5016	Office & Meeting Supplies	122	150	150	150	0
* 10-80-5020	Telephone	1,337	1,300	1,300	1,300	0
10-80-5030	Vehicle Maintenance	0	50	50	50	50
10-80-5051	Equipment Rental	0	50	50	50	50
Total Operations	and Maintenance	1,466	1,675	1,675	1,675	100
Contract Services						
10-80-5656	Tree Trimming	75,801	73,000	73,000	73,000	76,000
* 10-80-5657	Tree Health Care	0	5.000	5,000	5,000	5,000
10-80-5660	Tree Removals	2,369	2,500	2,500	2,500	2,500
10-80-5670	Other Professional Services	3,804	3,000	3,000	3,000	3,000
Total Contract So	ervices	81,974	83,500	83,500	83,500	86,500
Capital Expenditu	res					
10-80-6015	Trees	25,482	25,000	25,000	25,000	26,000
Total Parkway Tr	ees	131,213	133,737	133,737	133,737	113,380

<sup>\*</sup> Departments combined fy 2018-2019. Totals moved to Administrative - Department 10

#### FY 2018- 2019 PRELIMINARY BUDGET

#### (Department Accounts Combined)

#### **GENERAL FUND EXPENDITURES BY ACCOUNT NUMBER - FUND 10**

#### **Department 90 Mini-Parks & Medians**

ACCOUNT NO.		2016-2017 ACTUAL	2017-2018 APPROVED BUDGET	2017-2018 AMENDED BUDGET	2017-2018 ESTIMATE TO CLOSE	2018-2019 PRELIMINARY BUDGET
Department 90 Min						
Salaries and Benefit						
* 10-90-4001	Full Time	679	685	685	685	0
* 10-90-4003	Overtime	54	64	64	64	0
* 10-90-4010	Workers' Comp	261	300	300	300	0
* 10-90-4015	Federal Payroll Taxes	56	58	58	58	0
* 10-90-4018	State Payroll Taxes	2	15	15	15	0
Total Salaries	and Benefits	1,052	1,122	1,122	1,122	0
Operations and M	laintenance					
* 10-90-5020	Telephone	669	640	640	640	0
10-90-5022	Utilities	895	1,150	1,150	1,150	1,150
10-30-5023	Water (3% Increase)	5,904	6,400	6,400	6,400	6,592
10-90-5032	Building & Grounds Maintenance.	1,211	800	2,000	4,000	2,000
10-90-5045	Miscellaneous/Expenditures	33	100	100	100	100
10-90-5051	Equipment Rental	0	100	100	100	100
10-90-5052	Minor Facility Repairs/Tools	0	100	100	100	100
Total Operatio	ns and Maintenance	8,712	9,290	10,490	12,490	10,042
Contract Services						
10-90-5655	Landscape Maintenance	3,682	3,600	3,600	3,600	2,800
10-90-5656	Tree Trimming	483	400	400	400	400
10-90-5670	Other Professional Services	52	50	50	50	50
Total Contract	Services	4,217	4,050	4,050	4,050	3,250
Canital Evnandit	uros					
Capital Expendit 10-90-6010	ures Equipment	0	100	100	100	100
Total Capital Exp		0	100	100	100	100
. Oldi Gapitai EA			.00		100	.00
Total Mini-Parks	& Medians	13,981	14,562	15,762	17,762	13,392
TOTAL GENERAL I	FUND EXPENDITURES	1,343,480	1,371,702	1,376,709	1,389,629	1,402,875

<sup>\*</sup> Departments combined fy 2018-2019. Totals moved to Administrative - Department 10

#### FY 2018- 2019 PRELIMINARY BUDGET (Department Accounts Combined) RUSH PARK ASSESSMENT DISTRICT - FUND 20

	ACCOUNT NO.	TITLE	2016-2017 ACTUAL	2017-2018 APPROVED BUDGET	2017-2018 AMENDED BUDGET	2017-2018 ESTIMATE TO CLOSE	2018-2019 PRELIMINARY BUDGET
	alance, Beginning	•	0	0	0		
Rush Park AD Re	<u>venues</u>						
Assessments							
20-00-3100	Current Year Secu		380,265	380,000	380,000	,	380,000
20-00-3101	Prior Year Secure	-	2,198	3,400	3,400	·	3,400
20-00-3200	Interest on investr	nents	0	0	1,058	•	1,058
20-00-3500	Other Misc. Rev.		0	0	0	ŭ	0
Total Rush F	Park AD Revenues		382,463	383,400	384,458	384,458	384,458
Rush Park AD Ex	<u>penditures</u>						
20-50-5617	Administrative Fee	es	20,000	20,000	20,000	20,000	20,000
20-50-5619	Bond Trustee		3,048	3,048	3,048	3,048	3,048
Total Contra	ct Services		23,048	23,048	23,048	23,048	23,048
Annual Debt Se	ervice						
20-50-5800	Principal		260,000	280,000	280,000	280,000	295,000
20-50-5801	Interest		90,156	74,090	74,090	74,090	56,265
20-50-5045	Miscellaneous		0	0	0	0	0
Total Annual D	ebt Service		350,156	354,090	354,090	354,090	351,265
Total Rush F	Park AD Expenditu	res	373,204	377,138	377,138	377,138	374,313
Revenues Le	ess Expenditures		9,259	6,262	7,320	7,320	10,145
Transfers Out			0	0	0	0	0
(1) Transfer Out -	(To Fund 50 as di	rected by auditor)	9,259	6,262	7,320	7,320	10,145
Fund Balance, Er	nd of Year		0	0	0	0	0

# FY 2018- 2019 PRELIMINARY BUDGET (Department Accounts Combined) CAPITAL IMPROVEMENT PROGRAM - FUND 40

ACCOUNT NO.	2016-2017 ACTUAL	2017-2018 APPROVED BUDGET	2017-2018 ESTIMATE TO CLOSE	2018-2019 PRELIMINARY BUDGET
Assigned Fund Balance, Beginning	105,109	32,696	32,696	26,196
Revenues				
40-00-3600 Transfer In Fund 10	0	0	0	0
40-00-3600 Transfer In Fund 20	0	0	0	0
40-00-3600 Transfer In Fund 30	0	0	0	0
Total Capital Improvement Program Revenues	105,109	32,696	32,696	26,196
Expenditures Dept.				
Rossmoor Park	25,060	0	0	0
Montecito Center	0	0	0	0
Rush Park Roll in Place and Lighting Charged to Fund 10	28,606	13,000	0	0
General	18,747	6,500	6,500	11,500
Total Expenditures	72,413	19,500	6,500	11,500
Revenues Less Expenditures	32,696	13,196	26,196	14,696
Fund Balance, End of Year	32,696	13,196	26,196	14,696

#### **CAPITAL IMPROVEMENT PROGRAM - FUND 40**

#### FY 2018-2019 PRELIMINARY BUDGET

			2017/2018	2018-2019	2019-2020	2020-2021
		2017-2018	ESTIMATE TO	PRELIMINARY	INFORMATION	INFORMATION
PROJECT TITLE	2016-2017 ACTUAL	APPROVED BUDGET	CLOSE	BUDGET	ONLY	ONLY
REVENUES						
Beginning Fund Balance	\$105,109	\$32,696	\$32,696	\$26,196	\$14,696	(\$26,804)
Transfer from Fund 10	\$0					
Golden State Water Reimbursement for Water Conservation	0					
TOTAL REVENUES	\$105,109	\$32,696	\$32,696	\$26,196	\$14,696	(\$26,804)
EXPENSES	<b>Q103,103</b>	<b>432,030</b>	<b>432,030</b>	720,150	<b>\$14,050</b>	(\$20,004)
ROSSMOOR PARK	<b>044.070</b>					
Lighting Repaired and Replaced (\$16,338 - Insurance Payment \$1,965= \$14,373	\$14,373					
Community Room Cabinets	\$1,235					
Rossmoor Park Playground (Estimate)						\$100,000
Basketball and Tennis Courts Resurfacing (Estimate)					\$20,000	
3 Drinking Fountains	\$9,452					
	40- 000	4-	4.0	4-	400.000	4
ROSSMOOR PARK SUBTOTAL	\$25,060	\$0	<b>\$0</b>	\$0	\$20,000	\$100,000
MONTECITO						
Outdoor Security Lighting (Estimate)						\$5,000
Upgrade Counter Tops and Drop Ceiling (Estimate)						
Carpeting (Estimate)					\$5,000	
MONTECITO SUBTOTAL	\$0	\$0	\$0	\$0	\$5,000	\$5,000
RUSH PARK						
Parking Lot Repair \$33000						
Rush Park Playground Landscape Shade	\$28,606					
Auditorium & Room Carpeting (Estimate)			•		\$10,000	
Electrical Lighting For Winter Festival (Estimate)		<b>#40.000</b>	\$0 \$0			
Roll Coat Maintenance Pour-in-Place		\$10,000				
RUSH PARK SUBTOTAL	\$28,606	\$10,000	\$0	\$0	\$10,000	\$0
ROSSMOOR WALL						
ROSSMOOR WALL SUBTOTAL	\$0	\$0	\$0	\$0	\$0	\$0
GENERAL						
Work Truck (Finance for 4 years)	\$9,479	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500
Security Lighting/Kempton and Foster Parks	¥-,			\$5,000		
Montecito Street Lighting Improvements	\$9,268					
GENERAL SUBTOTAL	\$18,747	\$6,500	\$6,500	\$11,500	\$6,500	\$6,500
TOTAL EXPENSES	\$72,413	\$16,500	\$6,500	\$11,500	\$41,500	\$111,500
		\$16,196	\$6,300	\$11,500	(\$26,804)	
ENDING FUND BALANG	85 <b>% 146 (0 3 b</b>	\$10,190	\$20,190	<b>\$14,090</b>	(\$20,804)	(\$138,304)

#### Rossmoor Community Services District

Policy No. 3020

#### **BUDGET PREPARATION, ADOPTION AND REVISION**

- 3020.10 <u>Budget Calendar:</u> 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** <u>Preliminary Budget</u>: 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 the date established by the adopted Budget Calendar, The Preliminary Budget shall conform to generally accepted accounting and budgeting procedures for special districts.
- 3020.25 <u>Public Works/CIP Committee:</u> 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** <u>Capitol Project Budget:</u> 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 <u>Budget Committee:</u> 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** <u>Presentation of Preliminary Budget:</u> 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 a Board meeting as determined by the adopted Budget Calendar.
- **3020.40** <u>Preliminary Budget:</u> The proposed Preliminary Budget, as reviewed and amended by the Budget Committee, shall be reviewed and may be preliminarily approved by the Board at a Board meeting as determined by the adopted Budget Calendar.
- 3020.50 <u>Appropriations Limit:</u> 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** <u>Public Hearing Notice:</u> 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** <u>Public Hearing:</u> 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.

#### **ROSSMOOR COMMUNITY SERVICES DISTRICT**

#### **AGENDA ITEM C-2**

**Date:** June 4, 2018

**To**: Budget Committee

From: General Manager

**Subject:** PROPOSED FY 2017-2018 SALARY PLAN

#### **RECOMMENDATION:**

It is recommended that the Committee review the Salary Plan which is an integral part of the District's annual budget and make a recommendation of approval to Board for Salary Range adjustments.

#### **BACKGROUND:**

As part of the development of the annual budget, the General Manager is required to update the Salary Plan. The plan has previously been adjusted utilizing the best available information regarding comparability with like agencies and with available cost of living information.

We have used the CSDA Special District Salary and Benefit Survey, the Robert Half Accounting and Finance Guide and information contained in the Jobs Available Bulletin used by local government agencies to publicize job openings in California.

Due to the current economy and public employee compensation environment, this year, I am recommending an adjustment to salary ranges (for hourly employees only) of a 4% increase to keep up with the Consumer Price Index. The total of this increase for all hourly employees adds \$14,530 to the annual budget.

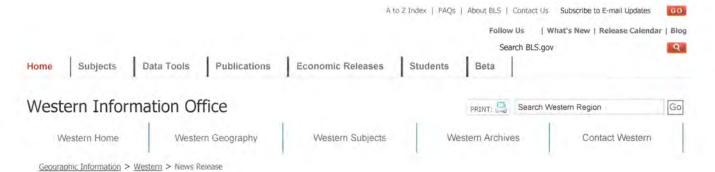
#### **ATTACHMENTS:**

- 1. Proposed FY 2018-2019 Salary Plan
- 2. State of California Consumer Price Index April 2018
- 3. Policy No. 2155 Salary Ranges

		SALARY PLA	AN F/Y 2018-20	19		
Position	2017-2018 (	Current Salary	2018-2019 Midpoint (Includes 4% Increase CPI Over 2017-2018)	% PI		Salary
	Annually	Hourly	Midpoint	Annually	Hourly Increase	Hourly
General Manager	\$93,600.00	\$45.0000	n/a	\$93,600.00	n/a	\$45.00
Accountant/Bookkeeper	\$58,149.45	\$27.9565	\$60,475.43	\$60,475.43	\$1.12	\$29.07
Administrative Assistant	\$57,624.99	\$27.7043	\$59,929.99	\$59,929.99	\$1.11	\$28.81
General Clerk	\$43,486.44	\$20.9069	\$45,225.89	\$45,225.89	\$0.84	\$21.74
*Staff Assistant	\$20,800.00	\$20.0000	\$21,632.00	\$21,632.00	\$0.80	\$20.80
Park Superintendent	\$54,806.02	\$26.3490	\$56,998.26	\$56,998.26	\$1.05	\$27.40
Recreation Superintendent	\$45,890.21	\$22.0626	\$47,725.82	\$47,725.82	\$0.88	\$22.95
*Tree Consultant	\$20,061.60	\$19.2900	\$20,864.06	\$20,864.06	\$0.77	\$20.06
Maintenance Assistant	\$31,220.80	\$15.0100	\$32,469.63	\$32,469.63	\$0.60	\$15.61
Recreation Leader	\$15,610.40	\$15.0100	\$16,234.82	\$16,234.82	\$0.60	\$15.61
* Asst. Recreation Leader	\$15,610.40	\$15.0100	\$16,234.82	\$16,234.82	\$0.15	\$15.16
Event/Facility Attendant	n/a	\$15.00			n/a	\$15.00

 $<sup>^{\</sup>star}$  1/2 Time 20 hrs per week/1,040 hrs per year

#### Attachment 2



#### Consumer Price Index, Los Angeles area — April 2018

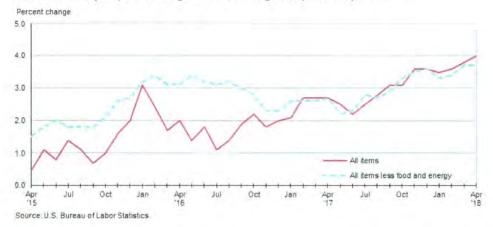
#### Area prices were up 0.4 percent over the past month, up 4.0 percent from a year ago

Prices in the Los Angeles area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), rose 0.4 percent in April, the U.S. Bureau of Labor Statistics reported today. (See table A.) Assistant Commissioner for Regional Operations Richard Holden noted that the April increase was influenced by higher prices for shelter and gasoline. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U rose 4.0 percent. (See <u>chart 1</u> and <u>table A</u>.) Energy prices jumped 11.5 percent, largely the result of an increase in the price of gasoline. The index for all items less food and energy increased 3.7 percent over the year. (See <u>table 1</u>.)



Chart 1. Over-the-year percent change in CPI-U, Los Angeles, April 2015-April 2018



#### Food

Food prices increased 0.7 percent for the month of April. (See <u>table 1</u>.) Prices for food at home increased 0.8 percent, and prices for food away from home rose 0.6 percent for the same period.

Over the year, food prices rose 2.4 percent. Prices for food away from home rose 3.6 percent since a year ago, and prices for food at home rose 1.4 percent.

#### Energy

The energy index increased 1.8 percent over the month. The increase was mainly due to higher prices for gasoline (3.6 percent). Prices for natural gas service decreased 6.5 percent, and prices for electricity declined 0.4 percent for the same period.

Energy prices jumped 11.5 percent over the year, largely due to higher prices for gasoline (18.7 percent). Prices paid for electricity advanced 2.5 percent, but prices for natural gas service dropped 10.1 percent during the past year.

#### All items less food and energy

The index for all items less food and energy edged up 0.2 percent in April. Higher prices for shelter (0.7 percent) and new vehicles (0.6 percent) were partially offset by lower prices for recreation (-2.9 percent) and apparel (-0.7 percent).

Over the year, the index for all items less food and energy increased 3.7 percent. Components contributing to the increase included shelter (5.3 percent) and apparel (4.9 percent). Partly offsetting these increases was a price decline in recreation (-2.8 percent).

Table A. Los Angeles-Long Beach-Anaheim CPI-U monthly and annual percent changes (not seasonally adjusted)

	201	3	201	4	201	5	201	6	201	7	201	8
Month	Monthly	Annual										
January	0.8	2.0	0.5	0.8	-0.3	-0.1	0.7	3.1	0.9	2.1	0.8	3.5
February	0.7	2.2	0.5	0.5	0.7	0.1	0.0	2.4	0.6	2,7	0.7	3.6
March	0.1	1.3	0.6	1.0	1.0	0.5	0.3	1.7	0.3	2.7	0.4	3.8
April	-0.4	0.9	0.0	1.4	-0.1	0.5	0.2	2.0	0.2	2.7	0.4	4.0
May	0.1	1.0	0.4	1.7	1.0	1.1	0.5	1.4	0.3	2.5		
June	-0.1	1.4	0.1	1.8	-0.3	0.8	0.1	1.8	-0.2	2.2		
July	-0.1	1.3	0.1	2.0	0.7	1.4	0.0	1.1	0.3	2.5		
August	0.1	0.8	-0.1	1.8	-0.3	1.1	0.0	1.4	0.3	2.8		-
September	0.2	0.6	0.0	1.7	-0.4	0.7	0.2	1.9	0.4	3.1		
October	0.1	-0.1	-0.1	1.4	0.2	1.0	0.4	2.2	0.4	3.1		
November	-0.5	0.4	-0.7	1.3	0.0	1.6	-0,4	1.8	0,1	3.6		
December	0.0	1.1	-0.5	0.7	-0.1	2.0	0.0	2.0	0.0	3.6		

The May 2018 Consumer Price Index for the Los Angeles-Long Beach-Anaheim area is scheduled to be released on June 12, 2018.

#### Consumer Price Index Geographic Revision for 2018

In January 2018, BLS introduced a new geographic area sample for the Consumer Price Index (CPI). As part of the new sample, Los Angeles and Riverside have separate indexes. The first indexes using the new structure are published for the first time this month. Additional information on the geographic revision is available at: <a href="https://www.bls.gov/cpi/georevision2018.htm">www.bls.gov/cpi/georevision2018.htm</a>.

#### **Technical Note**

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers 29 percent of the total population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 5,000 housing units and approximately 22,000 retail establishments--department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date (1982-84) that equals 100.0. An increase of 16.5 percent, for example, is shown as 116.5. This change can also be expressed in dollars as follows: the price of a base period "market basket" of goods and services in the CPI has risen from \$10 in 1982-84 to \$11.65. For further details see the CPI home page on the Internet at <a href="https://www.bis.gov/cpi">www.bis.gov/cpi</a> and the BLS Handbook of Methods, Chapter 17, The Consumer Price Index, available on the Internet at <a href="https://www.bis.gov/opub/hom/homch17">www.bis.gov/opub/hom/homch17</a> a.htm.

In calculating the Index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.** 

#### Rossmoor Community Services District

Policy No. 2155

#### ANNUAL SETTING OF COMPENSATION RANGES

- 2155.10 Salary: Salary shall be reviewed annually as a part of preparation and adoption of the Final Budget by the Board.
  - 2155.11 <u>Salary Ranges</u>: Ranges of compensation shall be established for all regular employee classifications. Salary ranges shall be reviewed annually based upon a salary comparison of similar classifications for special districts or other comparable source of salary data as determined by the General Manager.
  - 2155.12 Salary Mid-point: Salary ranges are established @ 80% and 120% of the mid-point or average of the ranges as determined from the salary comparison study.
  - 2155.13 <u>Salary Setting</u>: Actual salary for an employee shall be based upon qualifications, previous salary history and be within the approved salary range. Beginning salary for a new employee will be below mid-point of the salary range except in extraordinary situations, as determined by the General Manager to be in the best interest of the District.
- 2155.20 <u>District Employee Salary Plan</u>: The Preliminary and Final Budget shall contain a salary plan which calls out the Position, Current Salary, Survey Average and Salary Range for each regular employee classification. Temporary or on-call classifications shall only require an hourly rate. The Salary Plan may contain recommended adjustments as deemed appropriate by the General Manager based on a salary survey or other market conditions.

Adopted: May 12, 2009

#### **ROSSMOOR COMMUNITY SERVICES DISTRICT**

#### **AGENDA ITEM H-2**

**Date:** June 12, 2018

**To**: Honorable Board of Directors

**From:** General Manager

**Via:** Budget Committee

Subject: DISCUSS SOUTHERN CALIFORNIA EDISON COMPANY PROPOSAL TO

REPLACE CURRENT TECHNOLOGY HIGH PRESSURE SODIUM SCE OWNED

STREETLIGHTS WITH LED TECHNOLOGY

#### **RECOMMENDATION:**

Receive the report of the Budget Committee and the committee's recommendation to approve the Southern California Edison Company Proposal to replace current technology high pressure sodium SCE-Owned streetlights with LED technology throughout Rossmoor.

#### **BACKGROUND:**

The Budget Committee met on Wednesday, February 28, 2018 and Tuesday, March 20, 2018 to discuss the Southern California Edison Company Proposal to replace current technology high pressure sodium SCE Owned streetlights with LED technology. Attached are the budget committee agendas and minutes for your review. At its March 20, 2018 meeting, the Budget Committee voted unanimously to recommend the proposal to the full Board for its consideration.

Subsequently, this item was brought before the Board at its May 8, 2018 regular meeting. As there were only three members present at the May meeting, the Board decided to postpone the item until the June 12, 2018 regular meeting of the Board, so that all Board Members could participate in the decision.

#### **ATTACHMENTS:**

- 1. Minutes, Budget Committee Meetings of February 28, 2018 and March 20, 2018 (information only).
- 2. April 18, 2018 Memorandum re: Response to Questions Proposed Edison Company Streetlight Upgrades to LED
- 3. Correspondence from SCE Street Light Project Manager John King
- 4. October 3, 2017 Budget Committee Item C-1
- 5. Proposed Southern California Edison Company Schedule LS-1 Option E, Energy Efficiency-Light Emitting Diode (LED) Fixture Replacement Rate Agreement
- 7. Edison Proposal—Streetlight Updates to LED, Pros and Cons Analysis

#### **MINUTES**

### ROSSMOOR COMMUNITY SERVICES DISTRICT BUDGET COMMITTEE MEETING

RUSH PARK Administration Building 3001 Blume Drive Rossmoor, California

Tuesday, February 28, 2018 8:30 a.m.

#### A. ORGANIZATION

1. CALL TO ORDER: 8:30 a.m.

2. ROLL CALL: Directors DeMarco, Maynard Staff: General Manager Jim Ruth, Administrative Assistant Liz Deering,

SCE Supervisor John King and SCE Representative Tiffany Botello

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS: None

#### B. PUBLIC FORUM--None

Any person may address the members of the Tree Committee at this time upon any subject within the jurisdiction of the Trees Committee of the Rossmoor Community Services District.

#### C. REGULAR CALENDAR

1. CONSIDERATION OF SOUTHERN CALIFORNIA EDISON COMPANY PROPOSAL TO REPLACE CURRENT TECHNOLOGY HIGH PRESSURE SODIUM SCE OWNED STREET LIGHTS WITH LED TECHNOLOGY

Discussion with General Manager regarding Southern California Edison Company Streetlight Proposal to replace current technology high pressure sodium SCE owned street lights with LED technology. General Manager Jim Ruth reported that over the past year and a half, under the guidance of Doc Rivers with Express Energy Services, the District had explored the possibility of upgrading Rossmoor's streetlights in order to improve safety and visibility. They worked with Doc Rivers to install 26 LED fixtures on Montecito Road amidst the quandary of light pole ownership with the County of Orange. The District, with the help of Express Energy Services was ready to install the remainder of street lights in the community, however, SCE notified Doc Rivers that it didn't fit their policy and so he backed off. Edison countered with its offer to convert Rossmoor's sodium bulbs to LED bulbs over a 20 year period, with an investment

key locations. With LED technology it was also possible to manage the light spread and intensity by aiming the diodes.

Director Maynard remarked that it would be useful if community entryways, parks, schools and crosswalks could be illuminated more brightly than others to increase safety.

John King stated that there would be a slight cost differential with each variation, however, it was completely customizable and adjustable at any time.

Motion by President DeMarco, seconded by Director Maynard to call a Special Meeting of the full Board to ultimately decide whether to authorize the General Manager to enter into the proposed 20 year LED Lighting Upgrade agreement with Southern California Edison to replace Rossmoor streetlights with LED technology at one time, in a span of 3 days or wait until the Public Utilities Commission mandates the upgrade to LED lighting, at some future undetermined date. Motion passed 2-0.

President DeMarco directed staff to try and schedule the Special Meeting for either March 27<sup>th</sup> or 29<sup>th</sup>. The Budget Committee was adjourned at 10:20 a.m.

D. ADJOURNMENT: 10:20 a.m.

#### MINUTES

## ROSSMOOR COMMUNITY SERVICES DISTRICT BUDGET COMMITTEE MEETING

RUSH PARK Administration Building 3001 Blume Drive Rossmoor, California

Tuesday, March 20, 2018 7:15 a.m.

#### A. ORGANIZATION

1. CALL TO ORDER: 7:15 a.m.

 ROLL CALL: Directors DeMarco, Maynard Staff: General Manager Jim Ruth

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS: None

#### B. PUBLIC FORUM--None

Any person may address the members of the Budget Committee at this time upon any subject within the jurisdiction of the Trees Committee of the Rossmoor Community Services District.

#### C. REGULAR CALENDAR

1. CONSIDERATION OF SOUTHERN CALIFORNIA EDISON COMPANY PROPOSAL TO REPLACE CURRENT TECHNOLOGY HIGH PRESSURE SODIUM SCE OWNED STREET LIGHTS WITH LED TECHNOLOGY

At its previous meeting of February 28, 2018, the Budget Committee had a discussion with the General Manager regarding Southern California Edison Company Streetlight Proposal to replace current technology high pressure sodium SCE owned street lights with LED technology.

President DeMarco opened the meeting by asking General Manager Ruth to review the input from John King, Program Manager Southern California Edison company and the Budget Committee's reaction to the Edison company streetlight upgrade proposal at our meeting held on February 28, 2018.

General Manager Ruth summarized the discussion of the February 28, 2018 meeting and presented a paper on the pros and cons of the proposed contract. Considerable discussion ensued on the merit of the project including public

To: Budget Committee From: General Manager

Re: Edison Proposal - Street light updates to LED

#### Pros

- 1. Improved safety and visibility high pressure sodium to LED.
- 2. Small rate savings after paying down initial investment.
- 3. New technology beyond LED could take another ten years.
- No interest No out of pocket cost 20 year loan. All maintenance and upkeep preformed by Edison included in contract.
- Installation of LED lights could be customized to address key intersections requiring increased lighting to address school areas and other critical intersections, crosswalks, etc.
- Lighting could provide a wide range of warmer color tones and temperatures as 4,000k and 3000k being used by Cal Trans to minimize impact on wildlife and are more suitable to residential areas and are less disruptive to human sleeping patterns.
- Installation once approved could be completed in approximately 3 days with little or no community inconvenience.

#### Cons

- No acceptable options under Edison's current policies and programs are available to public agencies.
- 2. Twenty year contractual commitment.
- Possibilities of new technology being available that could be better than the current proposed LED.
- Possible new regulations imposed by the P.U.C. that could require or mandate Edison to implement other new technology or expedite the implementation of the current conversion program.



## Memorandum

Date: April 18, 2018

To: Director Mark Nitikman

From: General Manager James D. Ruth

Subject: Response to Questions Re: Proposed Edison Company Streetlight Upgrades to LED:

In response to your questions on the Edison streetlight proposal:

1. Edison would not have to replace the polls only the fixtures and lights.

- The option for public agencies to purchase the Edison Street light poles was terminated in 2015 and is no longer an option.
- 3. Edison owns the poles and fixtures and has an easement for the ongoing maintenance and upkeep. They also provide all the power necessary to service their customers. Edison has their own streetlight specifications, conducts their own ongoing research to maintain and implement the latest technology, such as the LED lights. Edison also maintains a list of the outside certified contractors who they use for installation in accordance with their specifications.
- 4. As stated in our report our options are very limited. Solar may be an option in the future but not now. The current LED technology took 10 years to develop with multiple refinements before it has become the current excepted technology in the industry.

If you have any further questions do not hesitate to contact me for assistance.

Respectfully Submitted,

James D. Ruth

James D. Ruth

From: John King [mailto:John.King@sce.com]
Sent: Tuesday, December 12, 2017 11:15 AM

To: Doc Rivers

Cc: Delia Williams; jruth@rossmoor-csd.org; Janny Kim; Cedric Benton; Kathy Bell; Jacob Williams

Subject: RE: (External):RE: (External):RE: Project UPN 318-17-0500969948 - Street Lighting Project with LS-1 Tariff

(SCE owned / non-metered)

Doc —I just tried to call. Sorry I missed you. Below is some general information on the Option E program. I will also ask for a savings analysis to be prepared so we can give the Rossmoor folks an idea of the savings over the coming years. Thanks and please let me know what questions you have. I have limited access to normal work today as I am deployed to our EOC for the Thomas Fire restoration efforts.

Option E Overview - The LS-1 Option E program allows customers to ask SCE to replace current technology High Pressure Sodium SCE owned (LS-1) street lights with LED technology. There is no up-front cost to the customer and built into the rate is a recovery mechanism that recovers the cost of the first light and installation (about \$320) which is spread over 20 years with no interest. The energy savings are greater than the recovery mechanism so the customer sees a net savings on the bill each month and receives the benefit of new LED fixtures (with the only exception being 50 watt HPS lights that do not yield a savings when replaced).

Please note that the LS-1 Option E program focusses on standard street light installations with "normal cobra-head" style fixtures and replacements. I have attached the LS-1 Option E agreement for your review along with our color temperature selection sheet (the city has the option of either 3000k or 4000k).

The underlying LS-1 rate continues to be in place and if one of the lights fails on day 1 or year 20, SCE will replace the LED fixture as we do normally with no additional charges or cost to the customer. Operations and maintenance and emergency replacements are handled as usual with SCE taking care of all those responsibilities.

We will pull the savings analysis for the Rossmoor CSD to give you an estimate of the savings that you would realize by participating in the program. I have also attached the comparison chart which shows the HPSV versus LED wattages and the associated net monthly costs for both technologies. The agreement to participate is included in along with this email.

Please let me know what questions you might have. Thanks... John King

#### Kathy Bell

From: John King [John.King@sce.com]

Sent: Wednesday, November 22, 2017 10:34 AM

To: Kathy Bell; jruth@rossmoor-csd.org; docrivers@exp-energy.com

Cc: Tiffany Botello; Delia Williams; Cedric Benton; Chris Tran

Subject: Project UPN 318-17-0500969948 - Street Lighting Project with LS-1 Tariff (SCE owned / non-

metered)

Importance: High

Good morning Kathy and Doc. Thank you for taking time to talk with me last evening, 21 November 2017.

As I suspected and as we discussed during our calls last night, SCE is requesting that you to stop any work related to the replacement of High Pressure Sodium Vapor street light fixtures on LS-1 SCE owned street lights within the Rossmoor Community Services District. SCE owned street lights can only be modified with SCE approved equipment and materials, and work on SCE facilities can only be completed by SCE employees or authorized contractors.

I expect that we will all have more discussion around this issue next week when more team members return from their Thanksgiving holiday.

While I know that this is an unexpected stop work request, we appreciate your cooperation and willingness to work together towards a solution.

Thanks - John King

John C. King Southern California Edison Manager, BCD Street Light Projects 6042A North Irwindale Avenue Irwindale, California 91702 626-278-4057(cell)

#### Privacy Notice

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#### Privacy Notice

#### Liz Deering

From: John King [John.King@sce.com]

Sent: Thursday, December 21, 2017 11:34 AM

To: James Ruth

Cc: Liz Deering; Tiffany Botello

Subject: RE: (External): Re: (External): Fw: SCE - Request for Explanation of Energy Savings

James – No... The opportunity to enter the queue to purchase street lights closed in August of 2015. I'm sorry but that opportunity is no longer available. We have received your signed Option E agreement and have placed you in the queue to receive street light replacements. Let me know what else I can answer for you. Thanks! JCK

John C. King Southern California Edison Manager, BCD Street Light Projects 6042A North Irwindale Avenue Irwindale, California 91702

626-278-4057(cell)

#### Privacy Notice

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From: James Ruth [mailto:JDRuth@rossmoor-csd.org]

Sent: Thursday, December 21, 2017 11:07 AM

To: John King < John.King@sce.com>

Cc: Liz Deering < Ideering@rossmoor-csd.org>

Subject: Re: (External):Re: (External):Fw: SCE - Request for Explanation of Energy Savings

John,

We were in the process of evaluating your proposal and one of the issues that has come up is; Would Rossmoor have the option of purchasing the streetlights as some other communities have done? I would appreciate your response to this question as we attempt to move forward with this project.

Wishing you the very happiest of holidays.

Regards, Jim

#### James D. Ruth

General Manager Rossmoor Community Services District 3001 Blume Drive Rossmoor, CA 90720 562-430-3707



Page 23 of 23



Attachment 4

Southern California Edison Rosemead, California (U 338-E)

Cancelling

Original Cal. PUC Sheet No. 57074-E Cal. PUC Sheet No.

Sheet 1

SCHEDULE LS-1 OPTION E. ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED) FIXTURE REPLACEMENT RATE AGREEMENT

Form 14-965

(To be inserted by utility) Advice 3241-E

Decision 14-10-046

Issued by R.O. Nichols Senior Vice President (To be inserted by Cal. PUC) Date Filed Jun 30, 2015 Effective Jung 1,20,16

Resolution

_	ID Location	Exis	ting Syst	em		Proposed	System
#	Area	Fixture Type	Existing Qty	Input Watts	Kw	Conversion	Proposed Qty
1	Street	LU70/D/MED HPS 70watt 5800 lumen		95	73.44	38w LED new fixture ( Can adjust in field 24w/38w/48)	773
2	Street	LU100/MED HPS 100watt 9500 lumens	8	130	1.04	48w LED new fixture	8
3	Street	LU150/55 HPS 150watt 16000 lumens	7	180	1.26	70w LED new fixture	7
3	Street	LU200/ECO HPS 200watt 22000 lumens	7	230	1.61	101w LED new fixture	7
		Totals	795		77.35	Totals	795

## Details of your new charges

Your rate: LS-1-ALLNITE

Billing period: Jan 1'17 to Feb 1'17 (31 days)

Delivery charges Energy charge High pressure sodium vapor Multiple	23,545 kWh x \$0.03368	\$793.00	\$169.52 transmission c     \$6,969.95 distribution c     \$0.24 nuclear decommit
5800L 9500L 16000L 22000L DWR bond charge	773 lamps x \$8 39000 7 lamps x \$8.39000 8 lamps x \$8.77000 7 lamps x \$9.09000 23,545 kWh x \$0.00549	\$6,485.47 \$58.73 \$70.16 \$63.63 \$129.26	charges • \$201.07 public purpose charge • \$120 08 new system ge charge
Generation charges SCE			Your overall energy chi • \$77.63 franchise fees
Energy charge	23,545 kWh x \$0.03972	\$935.21	
Subtotal of your new charges		\$8,535.46	
State tax	23,545 kWh x \$0 00029	\$6.83	
Your new charges		\$8,542.29	

Energy Analysis SCE - Rossmoor Street Lights

8,542.29 January 2017 bill

12 months

\$ 102,507.48 Estimated annual cost

## ITS CUSTOMERS OR VENDORS. PUBLIC DISCLOSURE IS I

### Rossmoor Community Service District

Customer Number: 67578

Lamp Wattage	Lamp Count	Estimated High Pressure Sodium Vapor (HPSV) Annual Costs	Estimated Emitting D (LED) Annual Co
50 Watt	O Count	\$0	\$0
70 Watt	774	\$98,639	\$97,61
100 Watt	7	\$969	\$914
150 Watt	8	\$1,340	\$1,219
200 Watt	7	\$1,320	\$1,128
250 Watt	0	\$0	\$0
400 Watt	0	\$0	\$0
Total	796	\$102,268	\$100,87

This analysis is only a 12 month estimate and the results presented are based counts above as of January 2017, LED wattage conversion lamps available as 2017 rates. This analysis excludes the following when applicable: Tap Devic Users Tax, and Generation Municipal Surcharge. The analysis does not inc Incandescent, Mercury Vapor, Low Pressure Sodium Vapor, Metal Halide, or Actual costs may vary due to factors including but not limited to, rate chang conversion changes, excluded cost components.

## OR VENDORS, PUBLIC DISCLOSURE IS RESTRICTED.

#### **Rossmoor Community Service District**

Customer Number: 67578

Lamp Wattage	Lamp Count	EEP Per Month	Estimated Monthly Savings
50 Watt	0	\$1.32	\$0
70 Watt	774	\$1.32	\$1,022
100 Watt	7	\$1.36	\$10
150 Watt	8	\$1.48	\$12
200 Watt	7	\$1.76	\$12
250 Watt	0	\$1.97	\$0
400 Watt	0	\$2.79	\$0
Total	796		\$1,055

Estimated Addiontal Monthly Savings After 20 Years: \$1,055

Estimated Addiontal Annual Savings After 20 Years: \$12,664.32

Estimated Annual Savings During 20 Year Repayment: \$1,390

Estimated Annual Savings Post 20 Repayment: \$14,054.32

This analysis is provided to help you evaluate your current Southern California Edison (SCE) bill and/or compare your projected bills to other SC These results are based on your past usage and/or assumptions about your energy usage and cannot be guaranteed by SCE. This rate analysis r of the rate options that are available to you as an SCE customer. Your actual bills will vary from this analysis due to changes to your actual usag assumptions such as operating hours, the equipment you use, kVAR charges, weather patterns, service voltage, firm service levels, taxes, and a charges. Moreover, the rate options used in this analysis are subject to change by the California Public Utilities Commission (CPUC), which wou outcome of this analysis.

If your current rate schedule becomes unavailable — either by action of the CPUC or because you are no longer eligible to be placed on the rate notified of your rate options. If you do not select a different applicable rate option at that time, you will be placed on a default rate schedule.

#### ROSSMOOR COMMUNITY SERVICES DISTRICT

#### AGENDA ITEM C-1

Date:

October 3, 2017

To:

**Budget Committee** 

From:

General Manager

Subject:

DISCUSSION WITH GENERAL MANAGER RE: PROPOSED

CONVERSION OF ROSSMOOR STREET LIGHTS FROM

INCANDESCENT TO LED LIGHTING

#### **RECOMMENDATION:**

Review and make recommendations to the Board regarding Rossmoor Street Lights upgrade to LED lighting

#### BACKGROUND:

In the Spring of 2017, Staff engaged in discussions with Doc Rivers from Express Energy to explore opportunities to reduce our energy costs for the Rossmoor Community Services District. Initial discussions involved in reducing electrical costs for our parks and facilities lighting, as well as upgrading street lighting on Montecito Road as a safety measure. The Montecito Street Lights Project involving twenty nine fixtures became our No. 1 priority due to safety concerns.

After months of delays, the project was finally approved with Express Energy to install 26 of the proposed fixtures with 3 fixtures being omitted due to a communication misunderstanding between the contractor and staff. The District paid for these upgrades out of Fund 40 in the amount \$9,268. Results were very positive, so we proceeded to explore converting all of our community's street lights from incandescent to LED.

Express Energy proceeded by developing a comprehensive study for the conversion of all our 796 street lights under an Edison Co. Conservation Plan, referred to as OBF, which involved rebates and 0% interest loan to the customer for 10 years. The cost of the conversion would be offset by the savings created by the installation conversion to the LED light with Edison.

On July 9, 2017, the RCSD Board considered the street light conversion proposal by Express Energy and authorized the General Manager to enter into the necessary agreements and the Edison vetting process to proceed with the Street Lighting Project.

Express Energy entered into discussions and initiated the process with the Edison staff responsible for reviewing and approving OBF application. Several steps of vetting the project were implemented and each step met with approval. The contractor ordered the materials, which were obtained and scheduled for the installation beginning November 23, 2017.

On November 21, Express Energy and Rossmoor Community Services District received notice from John King, Manager at the Edison Co., to stop any work on the project relating to replacement of the high pressure sodium vapor street light fixtures on LS-1 Southern California Edison (SCE) owned street lights within the Rossmoor Community Services District. He stated that SCE owned street lights can only be modified with a SCE approved equipment and materials, and work on SCE facilities can only be completed by SCE employees or authorized contractors.

Obviously, there was a complete breakdown in communications between the Edison OBF Staff and their internal approval process.

Edison has since sent Rossmoor Community Services District a proposal to move forward with the LED Conversion Program for our street lights which is also a 0% interest, no upfront cost loan to be paid back out of energy savings over 20 years.

It does not appear that Edison will approve Express Energy as the contractor on this project, which leaves us with two options:

- Do nothing. Leave the incandescent lights as they are and wait to see if Edison will replace them in the future.
- Accept Edison's proposal to replace and upgrade all 796 street lights to LED under the 0% interest, no upfront cost 20-year loan to be paid for out of energy savings as reflected in their financial analysis.

I have conferred with several other public agencies who actually purchased the Edison poles in their community and bid out the installation and maintenance costs, which offered a great saving. However, this program was terminated by Edison in 2016 and they no longer offer this option.

As Doc stated in his email to me, he believes the current proposal by Edison is probably our only option and that while the savings are not as great as the Express Energy proposal, it is still a doable project that would improve our street lights throughout the Community, provide increased public safety, reduce our energy cost and be economically feasible with little or no risk.

# SOUTHERN CALIFORNIA EDISON COMPANY SCHEDULE LS-1 OPTION E, ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED) FIXTURE REPLACEMENT RATE AGREEMENT

This Schedu Agreement	le LS-1 Option E, Energy Efficiency-Light Emitting Diode (LED) Fixture Replacement Rate (Agreement), effective this day of
9	(Effective Date), is entered into between Southern California Edison Company (SCE)
and	an SCE customer taking service on Schedule
LS-1 (Applic	ant), referred to collectively as "Parties," and individually as "Party." This Agreement
provides for	SCE, at Applicant's request, to replace the existing street lighting fixtures serving
Applicant's p	remises with Light Emitting Diode (LED) street lighting fixtures to achieve energy efficiency
benefits for /	Applicant, as set forth in Special Condition 14, Option E, Energy Efficiency-Light Emitting
Diode (LED)	Fixture Replacement, of Schedule LS-1.

The Parties agree as follows:

#### LED FIXTURES

SCE shall install, own, operate, and maintain LED Fixtures for Applicant as set forth in Exhibit "A" attached hereto and incorporated herein by this reference. The LED Fixtures provided hereunder shall at all times remain the property of SCE.

#### 2. LED FIXTURE REPLACEMENT COSTS

- 2.1 The replacement costs of the LED Fixtures provided hereunder shall be borne by Applicant.
- 2.2 Applicant shall pay the charge for the LED Fixtures Replacement rate, which includes an Energy Efficiency Premium Charge (EEPC) and a Base LED Charge, under Option E of Schedule LS-1. Applicant elects Option E in lieu of an upfront, one-time payment of the replacement costs.
- 2.3 SCE does not guarantee that any energy or bill savings will accrue to Applicant as a result of the LED Fixture replacements.

#### 3. COMMENCEMENT OF SERVICE

The Parties agree that SCE has the right to charge Applicant, and Applicant has an obligation to pay SCE, for the charges set forth in Schedule LS-1, Option E, commencing on the date SCE begins serving the LED Fixtures installed pursuant to this Agreement.

#### 4. TERM AND TERMINATION

- 4.1 This Agreement shall be effective as of the Effective Date and shall continue for a term of twenty (20) years from the commencement of service as specified in Section 3 above (Term).
- 4.2 Applicant may terminate this Agreement at any time during the Term upon a thirty (30) day advance written notice, provided that Applicant, prior to or within the 30-day advance notice period, assigns the Agreement to any New Party In (NPI) that owns, rents or leases the premises served by the street lighting fixtures replaced under this Agreement and will take service under Option E of Schedule LS-1 effective as of the date of termination; otherwise, Applicant shall pay a one-time termination charge equal to the present value of the balance of the EEPC of Option E over the remaining Term. The present value is determined based on SCE's authorized rate of return on rate base, or discounted rate of 7,90%.

Form 14-965 06/2016 1

# SOUTHERN CALIFORNIA EDISON COMPANY SCHEDULE LS-1 OPTION E, ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED) FIXTURE REPLACEMENT RATE AGREEMENT

#### AMENDMENTS; ASSIGNMENTS

- Any changes or amendments to this Agreement must be in writing and must be executed by the Applicant and SCE and, if required, be approved by the California Public Utilities Commission (Commission).
- 5.2 Applicant shall not assign this Agreement without the prior written consent of SCE; provided, however, that Applicant may assign the Agreement pursuant to the terms and conditions of Section 4.2 above, and the NPI must assume all rights and obligations under this Agreement for the remaining Term. Any assignment and assumption shall be in a form acceptable to SCE.

#### 6. NOTICE

Any notice either Applicant or SCE may wish to provide the other regarding this Agreement must be in writing. Such notice must be either hand-delivered or sent by U.S. certified or registered mail, postage prepaid, to the person designated to receive notice for the other Party below, or to such other address as either may designate by written notice. Notices delivered by hand shall be deemed effective when delivered. Notices delivered by mail shall be deemed effective when received, as acknowledged by the receipt of the certified or registered mailing.

Applicant:	SCE:
GENERAL (Name)  GENERAL (Title)  3001 BLUME DR.	Business Customer Division Southern California Edison Company 2244 Walnut Grove Avenue
ROSSMOON A 90720 (City, State, Zip)	Rosemead, CA 91770

#### 7. NONWAIVER

The failure of either Party to enforce any of the terms and conditions or to exercise any right or privilege in this Agreement shall not be construed as a waiver of any such term and conditions or rights or privileges, and the same shall continue and remain enforce and effect as if no such failure to enforce or exercise had occurred.

#### 8. SEVERABILITY

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by the Commission, or any court of competent jurisdiction, the validity and enforceability of the remaining provisions or any portion thereof shall not be affected.

#### 9. APPLICABLE LAWS, RULES, AND REGULATIONS

This Agreement shall be subject to, and interpreted under the laws, rules, decisions and regulations of the State of California, without regard to its conflict of laws principles, the Commission, and SCE's Commission-approved tariffs.

Form 14-965 06/2016

# SOUTHERN CALIFORNIA EDISON COMPANY SCHEDULE LS-1 OPTION E, ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED) FIXTURE REPLACEMENT RATE AGREEMENT

#### 10. CALIFORNIA PUBLIC UTILITIES COMMISSION JURISDICTION

- 10.1 This is a filed form tariff agreement authorized by the Commission for use by SCE. No officer, inspector, solicitor, agent or employee of SCE has any authority to waive, alter, or amend any part of this Agreement except as provided herein or authorized by the Commission. This Agreement is to be used in conjunction with Schedule LS-1 and supplements the terms and conditions of the Applicant's electric service under Schedule LS-1
- 10.2 This Agreement shall at all times be subject to such changes or modifications by the Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.
- Notwithstanding any other provisions of this Agreement, SCE has the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, or rule or any agreement relating thereto.

#### 11. ENTIRE AGREEMENT

This Agreement, including SCE's Commission-approved tariffs, constitutes the complete agreement and understanding between the Applicant and SCE regarding the LED Fixtures replacement costs. Prior agreements, representations, understandings, whether expressed or implied, and communications, oral or written, between the Applicant and SCE shall not be construed to be a part of this Agreement.

#### 12. AUTHORIZATION SIGNATURE

In witness whereof, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives.

APPLICANT	1	
BY:	James D. Rutt	
NAME:	JAMES D. RUTH	
TITLE:	GENERAL MANAGER	
DATE SIGNED:	12/12/17	_
SOUTHERN CAL	JEORNIA EDISON COMPANY	
BY:		
NAME:		
TITLE:		
DATE SIGNED:		_

Form 14-965 06/2016

3

### SOUTHERN CALIFORNIA EDISON COMPANY

#### EXHIBIT "A"

## SCHEDULE LS-1 OPTION E, ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED) FIXTURE REPLACEMENT

APPLICANT	
CUSTOMER ACCOUNT NO.	
SERVICE ACCOUNT NO.	
(Additional account numbers/addresses may be attached hereto.)	
SERVICE ADDRESS	
APPLICANT REQUESTED READY TO SERVE DATE  12/12/17	
SCE READY TO SERVE DATE	
DESCRIPTION OF LED FIXTURES/SCOPE OF WORK: SPECIFY HOW MAI FIXTURE REPLACEMENTS ARE BEING REQUESTED AND AGREED TO US AGREEMENT AND OTHER RELEVANT DETAILS.	
W.O. No(s):	

Form 14-965 06/2016

#### ROSSMOOR COMMUNITY SERVICES DISTRICT

#### **AGENDA ITEM H-3**

**Date:** June 12, 2018

**To**: Trees/Parkways Committee

**From:** General Manager

Subject: REPORT OF THE TREE COMMITTEE RE: DISCUSSION AND POSSIBLE ACTION

RE: RENEWAL OF PROFESSIONAL SERVICES CONTRACT WITH WEST COAST

ARBORIST, INC. FOR TREE SERVICES IN ROSSMOOR

#### RECOMMENDATION

Receive the report of the Tree Committee and the Committee's recommendation to approve a new three year contract with West Coast Arborist, Inc. for tree services in Rossmoor, effective July 1, 2018 with three one-year options. Tree services include yearly grid trimming of one of four tree maintenance districts, off-grid trimming for safety and clearance issues, young tree crown shaping, tree planting, removals, tree health care and emergency call-outs for tree in parks that do not fall under County jurisdiction.

#### **BACKGROUND**

For the past 15 years, West Coast Arborist, Inc. has proven to be a reliable contractor, providing RCSD with outstanding customer service and special attention. Pruning, planting and tree removal work is properly performed, following guidelines set forth from the International Society of Arboriculture (ISA) and standards set forth by the American National Standards Institute (ANSI). The online inventory system and application provided by WCA has proved an invaluable tool for maintaining the urban forest of Rossmoor. The existing contract with WCA is scheduled to expire on June 30, 2018. RCSD staff carefully reviewed recently awarded contracts from several cities of similar size for price and work comparison and it was determined that the best option would be to 'piggy-back' on the City of Duarte's award contract prices. 'Piggy-backing' on a recent competitive procurement process by another local city is also known as Cooperative Purchasing and is allowed by the California Public Contract Code.

#### FISCAL IMPACT

The current Fiscal Year budget for DEPARTMENT 80 PARKWAY TREES is \$108,500.00 for contract services. The proposed contract with WCA for the 2018-19 Fiscal Year is \$112,500.00, representing a \$4,000.00 increase of 3.6%. The contract for the remaining

two years will be adjusted in accordance with C.P.I. on July 1 of each year, beginning in July, 2019 for cost of living shown by the Department of Labor's All Urban Consumer's Index.

#### **ATTACHMENTS:**

- 1. WCA Proposed Professional Services Agreement
- 2. WCA Redline Professional Services Agreement
- 3. WCA Current Price Schedule for RCSD

#### ROSSMOOR COMMUNITY SERVICES DISTRICT

#### CONTRACT TREE TRIMMING SERVICES AGREEMENT

This CONTRACT TREE TRIMMING SERVICES AGREEMENT ("Agreement"), is made and entered into this 11th day of June 2018, by and between the ROSSMOOR COMMUNITY SERVICES DISTRICT, a California Community Services District (herein "District") and WEST COAST ARBORISTS, INC. (herein "Contractor"). The parties hereto agree as follows:

#### **RECITALS**

WHEREAS, District and Contractor previously entered into that certain ROSSMOOR COMMUNITY SERVICES DISTRICT CONTRACT TREE TRIMMING SERVICES AGREEMENT, effective May 13, 1998 and that certain RESTATED ROSSMOOR COMMUNITY SERVICES DISTRICT CONTRACT TREE TRIMMING SERVICES AGREEMENT dated July 1, 2001 ("2001 Agreement"). In addition, the parties subsequently entered into three (3) amendments to the 2001 Agreement in order to provide for extended terms and to set forth amendments in regard to Services of Contractor and Compensation Pursuant to the Third Amendment to Restated Rossmoor Community Services District Contract Tree Trimming Services Agreement, dated July 1, 2008, the Extended Term expired on June 30, 2009; and

WHEREAS, District and Contractor then entered into that certain ROSSMOOR COMMUNITY SERVICES DISTRICT CONTRACT TREE TRIMMING SERVICES AGREEMENT, effective July 1, 2009 ("2009 Agreement") the term of which was effective for three (3) consecutive calendar years from and after July 1, 2009; and

WHEREAS, the District and Contractor then entered into that certain ROSSMOOR COMMUNITY SERVICES DISTRICT CONTRACT TREE TRIMMING SERVICES AGREEMENT, effective July 1, 2012 ("2012 Agreement") the term of which was effective for three (3) consecutive calendar years from and after July 1, 2012; and

WHEREAS, the District and Contractor then entered into that certain ROSSMOOR COMMUNITY SERVICES DISTRICT CONTRACT TREE TRIMMING SERVICES AGREEMENT, effective July 1, 2015 ("2015 Agreement") the term of which was effective for three (3) consecutive calendar years from and after July 1, 2015; and

WHEREAS, the parties desire to enter into this Agreement in order to set forth a new contract for tree trimming services which will supersede and replace any and all existing contractual arrangements and agreements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and based upon the recitals set forth hereinabove, the parties to this Agreement hereby agree as follows:

#### **AGREEMENT**

#### 1.0 SERVICES OF CONTRACTOR

- Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.
- 1.2 <u>Compliance with Law.</u> All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the District and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included, and this Agreement shall be read and enforced as though they were included.
- 1.3 <u>Licenses, Permits, Fees and Assessments.</u> Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interests, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against District hereunder.
- 1.4 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involved work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which shall or will materially affect the performance of the services hereunder, Contractor shall immediately inform the District of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.
- 1.5 <u>Care of Work</u>. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by District, except such losses or damages as may be caused by District's own negligence.
- 1.6 <u>Further Responsibilities of Parties</u>. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may

be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.7 <u>Additional Services</u>. District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Contractor shall not perform, nor be compensated for, additional services with written authorization from the Contract Officer. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

#### 2.0 COMPENSATION

- 2.1 <u>Contract Sum.</u> For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as <u>Exhibit "B"</u> and incorporated herein by this reference, but not exceeding the maximum Unit Prices (herein "Contract Sum").
- 2.2 <u>CPI Adjustment</u>. The Contract Sum shall be adjusted annually on July 1 of each year, beginning as of July 1, 2019, for cost of living shown by the U.S. Department of Labor in its All Urban Consumers Index as set forth for the Los Angeles-Anaheim-Riverside area.
- 2.3 <u>Method of Compensation</u>. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditure for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings and District Board meetings reasonably deemed necessary by the District; Contractor shall not be entitled to any additional compensation for attending said meetings.
- 2.4 <u>Method of Payment</u>. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1<sup>st</sup>) working day of such month, Contractor shall submit to the District in the form approved by the District's General Manager, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.3, District shall pay Contractor for all expenses stated thereon which are approved by District pursuant to this Agreement no later than the last working day of the month, subject to such extensions as may be necessary to obtain any required approvals for payment from the District Board.

#### 3.0 PERFORMANCE SCHEDULE

- 3.1 <u>Time of Essence</u>. Time is of the essence in the performance of this Agreement.
- 3.2 <u>Schedule of Performance</u>. Contractor shall perform all services as directed by the District and as otherwise provided for in this Agreement and the Scope of Services.

- 3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the District, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to the Agreement. In no event shall Contractor be entitled to recover damages against the District for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.
- 3.4 <u>Term.</u> Unless early termination in accordance with Section 7 of this Agreement, this Agreement shall continue in force and effect for three (3) consecutive calendar years from and after July 1, 2018. 4.0 COORDINATION OF WORK
- 4.1 <u>Representative of Contractor</u>. The following principals of Contractor are hereby designated as being principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

## Patrick Mahoney, President

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were substantial inducement for District to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of District.

- 4.2 <u>Contract Officer</u>. The Contract Officer shall be such person as may be designated by the Board of Directors of District. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by District to the Contract Officer. Unless otherwise specified herein, any approval of District required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the District required hereunder to carry out the terms of this Agreement.
- 4.3 <u>Prohibition Against Subcontracting or Assignment.</u> The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the District to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the District. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of District. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceedings, this Agreement shall be void. No

approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent to District.

4.4 <u>Independent Contractor</u>. Neither the District nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. District shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of District and shall remain at all times as to District a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of District. District shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of a joint enterprise with Contactor.

## 5.0 INSURANCE. INDEMNIFICATION AND BONDS

- 5.1.1 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:
- (A) <u>Minimum Scope of Insurance</u>. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Workers' Compensation*; and (3) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto).
- Minimum Limits of Insurance. Contractor shall maintain limits no (B) less than: (1) General Liability: A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either (i) a combined single limit of \$2,000,000.00 or (ii) bodily injury limits of \$1,000,000.00 per person, \$2,000,000.00 per occurrence and \$2,000,000.00 products and completed operations and property damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; (2) Workers' Compensation Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the District against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or service contemplated in this Agreement; and (3) Automobile Liability: a policy of comprehensive vehicle liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of \$1,000,000.00 per person and \$2,000,000.00 per occurrence and property damage liability limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate to cover the operation of all automobiles, trucks, street sweeping vehicles or other motorized vehicles utilized by Contractor. Said policy shall include coverage for owned, non-owned, leased and hired vehicles.

- 5.1.2 Insurance Provisions. All of the above policies of insurance shall be primary insurance and shall name the District, its officers, employees, volunteers and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the District, its officers, employees, volunteers and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the District. In the event any said policies or insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the General Manager. No work or Services under this Agreement shall commence until the Contractor has provided the District with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the District. The Contractor agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible. The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the General Manager of the District due to unique circumstances.
- 5.2. Indemnification. Contractor agrees to defend, with counsel acceptable to District, indemnify, and hold free and harmless District, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against District, its elected officials, officers, agents and employees arising out of the performance of Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against District, its elected officials, officers, agents and employees based upon the work performed by Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of District for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of District. This provision shall supersede and replace all other indemnity provisions contained either in the District's specifications or Contractor's proposal, which shall be of no force and effect.

## 6.0 RECORDS AND REPORTS

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the District is greatly concerned about the costs of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if a Contractor becomes aware of any facts, circumstances, techniques, or events that may or shall materially increase or decrease the cost of the work or

services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimated for the project being designed.

- 6.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of District, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of (3) years following completion of the services hereunder, and the District shall have access to such records in the event any audit is required.
- 6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of District and shall be delivered to District upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by District of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor shall be at the District's sole risk and without liability to Contractor, and the District shall indemnify the Contractor for all damages resulting therefrom. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to District of any documents or material prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify District for all damages resulting therefrom.
- 6.4 <u>Release of Documents</u>. The drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

## 7.0 ENFORCEMENT OF AGREEMENT

- 7.1 <u>California Law.</u> This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. Service of process on District shall be made in the manner required by law for service on a public entity. Service of process on Contractor shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.
- 7.2 <u>Disputes</u>. Subject to the provisions of Section 7.7, in the event of a dispute arising under this Agreement, Contractor shall comply with the provisions of this Section, and District may, in its sole discretion, comply with the provisions of this Section. The injured party shall notify the injuring party in writing of its contentions. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within sixty (60) days of service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such

immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause by Contractor and to any legal action commenced by Contractor, and such compliance shall not be a waiver of Contractor's right to take legal action in the event that the dispute is not cured. Nothing herein shall limit District's right to terminate this Agreement with or without cause pursuant to Section 7.7.

- 7.3 Retention of Funds. Contractor hereby authorizes District to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate District for any losses, costs, liabilities, or damages suffered by District, and (ii) all amounts for which District may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, District may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of District to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect District as elsewhere provided herein.
- 7.4 <u>Waiver</u>. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.
- 7.5 <u>Rights and Remedies are Cumulative</u>. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other party.
- 7.6 <u>Legal Action</u>. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purpose of this Agreement.
- Termination Prior to Expiration of Initial or Extended Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The District reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Contractor may terminate this Agreement only with cause and with not less than thirty (30) days, prior written notice and only after following the procedures of Section 7.2 to enable the District to effect a cure of a default. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the lesser of (i) the amount due for work completed under the Schedule of Compensation or (ii) the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

- 7.8 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, District may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the District shall use reasonable efforts to mitigate such damages), and District may withhold any payments to the Contractor for the purpose of set-off or partial payment of amounts owed the District as previously stated.
- 7.9 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to its expert witness fees and reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

## 8.0 DISTRICT OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

- 8.1 <u>Non-liability of District Officers and Employees</u>. No officer, official, employee, agent, representative, or volunteer of the District shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the District or for any amount which may become due to the Contractor or its successor, or for breach of any obligation of the terms of this Agreement.
- 8.2 <u>Conflict of Interest</u>. No officer, official, employee, agent representative, or volunteer of the District shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and shall not pay or give any third party any money or other consideration for obtaining this Agreement.
- 8.3 <u>Covenant Against Discrimination</u>. Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

## 9.0 MISCELLANEOUS PROVISIONS

9.1 <u>Notice</u>. Unless otherwise provided herein, all notices required to be delivered under this agreement or under applicable law shall be (i) personally delivered, or (ii) delivered by United States mail, prepaid, certified, return receipt requested, or (iii) delivered by reputable documents delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices shall be delivered to the District at the following address: Rossmoor Community Services District, 3001 Blume Drive, Rossmoor, CA 90720, Attn: General Manager. Notices shall be delivered to Contractor at the following address: West Coast Arborists, Incorporated, 2200 E. Via Burton Street, Anaheim, CA 92806, Attn: Patrick O. Mahoney,

President. Either party may change the address for receipt of notices to that party by written notice delivered in compliance with this Section.

- 9.2 <u>Interpretation</u>. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.
- 9.3 <u>Integration; Amendment</u>. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.
- 9.4 <u>Severability</u>. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.
- 9.4 <u>Corporate Authority</u>. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[End-Signature Page and Exhibits Follow]

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

## DISTRICT

Rossmoor Community Services District, a California community services district

James D. Ruth.
General Manager

CONTRACTOR

West Coast Arbonsts, Inc.

By: Patrick Mahoney

President

By:

Richard Mahoney

Secretary

Address:

2200 E. Via Burton Street

Anaheim, CA 92806

(800) 521-3714

(714) 956-3745 FAX

## **END OF SIGNATURES**

## SCOPE OF SERVICES

## ALL SITE LOCATIONS

## A. TREE PLANTING:

Planting includes the tree, stakes, ties and complete installation and watering for ninety (90) calendar days. Planting lists should be compiled by the Inspector and submitted monthly or as needed. Contractor will guarantee the quality of the tree stock and the workmanship.

- 1. All plantings will be established industry standard for 15 (fifteen) gallon or 24" (twenty-four inch) box trees; not to be less than 1" (one inch) in diameter at dsh (diameter standard height) and 6' (six feet) in height when planted, and otherwise acceptable to the RCSD in terms of diameter size, health, quality and aesthetics. The RCSD reserves the right to choose and reserve tree stock, and/or to purchase planting stock from other sources when issues of size are evident.
- 2. All planting nursery stock will conform to the American Standard for Nursery Stock as set forth by American National Standards Institute (ANSI) standard Z60 1-2004 and International Society of Arboriculture (ISA) guidelines for High Quality Trees. Trees shall be free from pests, disease and structural defects.
- 3. Contractor shall provide all equipment, labor and materials necessary for the planting of trees throughout the District in accordance with the specifications herein.
- 4. Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit Contractor shall examine root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.
- 5. Tree shall be placed in the planting pit with its original growing level (the truck flare) at the same height of the surrounding finish grade. In grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be 3" (three inches) below the level of the finished surface of the concrete.
- 6. Backfill material should be native soil. Eliminate all air pockets while backfilling the planting pit by watering the soil as it is put into the hole.
- 7. Trees that are planted in parkways should have a 4"-6" (four inches to six inches) high water retention basin built around the tree capable of holding at least 10 (ten) gallons of water.
- 8. All trees shall be staked with two wooded lodge poles and two ties per pole. Minimum size of lodge poles shall be 10' (ten feet) long with a 1½" (one and one-half inch) diameter. Tree ties shall be placed at one third 1/3" (one-third inch) and 2/3" (two-thirds inch) of the trunk height. Stakes shall not penetrate the root ball and shall be

driven into the ground approximately 24"-30" (twenty-four inches to thirty inches) below grade.

- 9. Trunk protectors such as Arbor-Gards or an approved equal shall be placed at the base of the trunk of all new trees immediately after planting.
- 10. Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.

## B. SAPLING CARE:

The RCSD requires an active approach to the care of its young and newly planted trees. The Contractor shall be required to perform basic maintenance that will include but not be limited to tree well adjustments and watering, removal of weeds from tree wells, structural pruning, and re-staking when necessary.

1. Watering shall be performed by a one man crew with a water truck who will water each grid, including landscape median and young trees that are three (3) years old and younger, once monthly.

## C. MAINTENANCE AND SAFETY TREE TRIMMING REQUIREMENTS:

- 1. All tree pruning shall comply with good arboreal practice for the particular species of trees being trimmed and shall conform to the American National Standards Institute (ANSI) A300 Pruning Standards for Tree Care Operations, the ISA Tree Pruning Guidelines and the ISA Best Management Practices Tree Pruning.
- 2. All pruning shall be performed with the intent of improving aesthetic characteristics and increasing structural strength resulting in sound tree culture that is appropriate for the individual tree species while providing correct vertical and horizontal clearance needed in a municipal setting.
- 3. Remove all dead and or damaged branches and limbs.
- 4. At no time shall "Topping" be permitted on any tree.
- 5. At no time shall "Lion Tailing" or branch stripping be permitted on any tree.
- 6. No more than 1/4 (one fourth) of a tree's foliage should be removed in a calendar year.
- 7. All pruning equipment shall be sharp and sized appropriately for the pruning cut. When pruning to remove fungus, disease or an otherwise infected area, all pruning tools shall be properly cleaned after each cut with bleach.
- 8. The following minimum clearances shall be maintained at times unless a specific problem arises:
  - a. All branches overhanging on roadways beyond the curb line shall have a minimum clearance of 14' (fourteen feet).
  - b. All branches overhanging any sidewalk or walkway shall have a 9' (nine feet) clearance.

- c. All trees shall be aesthetically trimmed to prevent/minimize encroachment on private property.
- 9. All pruning cuts should be made just outside the branch bark ridge or branch collar so that under normal conditions, healing can start immediately.
- 10. All limbs of 1½" (one and one-half inches) or larger in diameter shall first be undercut to prevent splitting of the bark.
- 11. All cut limbs shall be lowered to the ground using a method that prohibits further damage to the remainder of the tree.
- 12. All suckers and water spouts shall be removed in a manner that minimizes the size of the wound to the tree.
- 13. All crossing or any limbs that rub shall be removed unless removal of said limbs would result in large gaps in the general outline of the tree. Limbs should extend alternately from the trunk on 12" (twelve inches) to 24" (twenty-four inches) spacing.
- 14. All structural weaknesses such as split crotch or limbs, diseased or decayed limbs or any other existing severe damage shall be reported to the District's General Manager or an authorized representative.
- 15. At no time during any trimming procedure shall any hooks, gaffs, spurs or climbers be used by anyone employed for such trimming without the prior permission of the District's General Manager or authorized representative.

## D. SAFETY TRIMMING:

The standards for safety trimming shall be those adopted by the County of Orange, with whom the District has a contract for safety trimming. The standards for safety trimming shall be as follows:

- 1. 14' (fourteen feet) vertical clearance from the road surface.
- 2. 9' (nine feet) vertical clearance from the parkway or sidewalk surface.
- 3. As necessary to provide clear visibility of all traffic control or municipal informational signage.
- 4. As necessary to provide reasonable clearance for street lighting and intersection safety lighting.

## E. ANNUAL TREE PRUNING:

Tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture

Pruning Standards (Best Management Practices) and the SNSI A300 Standards Special projects that are difficult to access require the need for specialty equipment, service request pruning, or pruning to reduce and/or pruning to restore would fall under Crew Rental.

- 1. Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute Z133 Safety Requirements.
- 2. Contractor shall notify the resident 48 (forty-eight) hours in advance of scheduled pruning.
- 3. Contractor shall provide and post "No Parking" signs 24 (twenty-four) hours in advance of the work.
- 4. Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced English speaking supervisor in tree maintenance operations. The Contractor shall be responsible for advance notification to the residents at each work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.
- 5. Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company.
- 6. The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½" (one half inch), to the parent stem so that healing can readily start under normal conditions. All limbs 2" (two inches) or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.
- 7. Cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least 15% (fifteen percent) but no more than thirty 30% (thirty percent).
- 8. Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.
- 9. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.

#### F. TREE AND STUMP REMOVAL:

RCSD prepares list of trees to be removed, marks trees, notifies homeowners and submits lists to Contractor. Contractor calls Underground Service Alert (USA) and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a

depth of 18" (eighteen inches). All holes will be backfilled, as well as all debris cleaned up and hauled away. Special projects that are difficult to access with equipment, or require the need for a crane or an aerial tower over 75' (seventy-five feet) would fall under Crew Rental rates. Removals shall be conducted in good workmanlike manner in accordance with the standard of the arboricultural profession.

1. All tree and stump removals will conform to American National Standards Institute (ANSI) Z133.1-1994. American National Standard for Tree Care Operations – Pruning, Trimming, Repairing, Maintaining, and Removing trees, and Cutting Brush-Safety Requirements.

## G. EMERGENCY RESPONSE:

The Contractor may be required to provide emergency on call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from an RCSD authorized representative. Emergency work shall begin with 2 (two) hours of the initial telephone call.

## H. REQUIRED WORK STANDARDS:

- 1. Contractor shall staff the work site with personnel qualified and trained in tree pruning.
- 2. Contractor shall staff the work site with an arborist, certified through the International Society of Arboriculture (ISA) as the site supervisor.
- 3. The Contractor will manage the entire inventory project and will not use subcontractors.
- 4. The general hours of operation shall be 8:00 a.m. to 5:00 p.m. with respect to any chipping, cutting or other operations generating harsh or unusual noise.
- 5. The days of operation shall be Monday through Friday.
- 6. Special emphasis shall be placed upon public safety during pruning operations, with all required safety markers prominently displayed.
- 7. Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets. Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight.
- 8. The District's General Manager or an authorized representative for the District shall be the sole judge as to the adequacy of any cleanup.

## I. REPORTS TO THE DISTRICT:

- 1. Contractor will map, measure and keep current computerized records of all District's tree inventory. Records shall be kept on data base that is accessible to the RCSD at any time.
- 2. Contractor will immediately report to the District's General Manager or an authorized representative, any condition which is deemed hazardous or which requires immediate attention.

3. Contractor will report monthly on forms provided by the District on all activities which are performed by Contractor which is based on monthly/quarterly schedules.

### J. INSPECTION:

- 1. The District's General Manager, or an authorized representative, shall at all times have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the process, workmanship and character of equipment used and employed in the work and quality of trees planted. RCSD shall be notified at least 2 (two) working days before any planting takes place.
- 2. Inspection of the work shall not relieve the Contractor of any of their obligation to fulfill the contract as prescribed. Defective work shall be made good notwithstanding the fact that such defective work may have been previously overlooked by the District's General Manager or an authorized representative, and accepted for payment.
- 3. Any work found to be unacceptable will be communicated by phone with an email sent as a follow-up. Upon receipt of notification of the deficiencies, the Contractor shall correct the deficiencies within 10 (ten) working days from notification. After this time period, if unacceptable conditions still exist, the District has the right to deduct payment or terminate the contract.

## K. SPECIAL PROVISIONS:

- 1. Perform and deliver a complete tree inventory for the District (valued at approximately \$16,000).
- 2. At no additional cost, provide the District with access to Contractor's web-based tree inventory program called Arbor Access On-Line (valued at approximately \$5,000).
- 3. Provide unlimited software support including training during the entire length of the Agreement (valued at approximately \$4,800).
- 4. Collect a new GPS tree inventory for right-of-way trees and park trees (valued at \$20,000).
- 5. Continue to GPS any future tree planting sites.
- 6. Provide basic Arborist reports: this excludes any photos, soil and lab tests, elaborate analysis, or trees involved in litigation or pending litigation.

# Rossmoor Community District Tree Maintenance Services- 2018-2021

## West Coast Arborists, Inc.

			Proposed		
Item	Description	Unit	Un	<b>Unit Prices</b>	
1	Grid Tree Trimming	Each	\$	72.00	
	Aesthetic/Service Request	Each			
2	0-6" dbh	Each	\$	50.00	
3	7-12" dbh	Each	\$	90.00	
4	12-18" dbh	Each	\$	150.00	
5	19-24" dbh	Each	\$	190.00	
6	25-36" dbh	Each	\$	250.00	
7	37" dbh & over	Each	\$	300.00	
8	Block Tree Trimming	Each	\$	145.00	
9	Queen Palm Trimming	Each	\$	50.00	
10	Mexican Fan Plam Trimming	Each	\$	70.00	
11	Date Palm Trimming	Each	\$	190.00	
12	Tree & Stump Removal 0-24" dbh	Each	\$	570.00	
13	Tree & Stump Removal over 25" dbh	Each	\$	970.00	
14	Stump Only Removal	Each	\$	190.00	
15	Tree Planting - 15-gallon tree	Each	\$	160.00	
16	Tree Planting - 24-inch box tree	Each	\$	320.00	
17	Tree Planting - 36-inch box tree	Each	\$	870.00	
18	Tree Watering	Day	\$	640.00	
19	Crew Rental - 3-men with equipment	Hour	\$	240.00	
20	Crew Rental - 2-men with equipment	Hour	\$	160.00	
21	Crew Rental - 1-man with equipment	Hour	\$	80.00	
22	Specialty Equipment	Hour	\$	150.00	
23	Emergency Crew Rental	Hourly	\$	291.00	
24	Tree Inventory Software	Annually	\$	-	
25	GPS Tree Inventory Updates	Tree Site	\$	4.00	
26	Ficus Tree Trimming	Each	\$	350.00	

**Grid Trimming:** Grid tree trimming is based on tree trimming in pre-designed districts, or grids on a set cycle and includes all trees (small, medium and large-sized.) Trees are not excluded from the Grid.

Block Tree Trimming: Block tree trimming consists of trimming trees along a block segment or "run" as designated by the City. This is different from "Grid Trimming" where all trees are prune (small, medium and large-sized) within a grid or district.

#### ROSSMOOR COMMUNITY SERVICES DISTRICT

#### CONTRACT TREE TRIMMING SERVICES AGREEMENT

This CONTRACT TREE TRIMMING SERVICES AGREEMENT ("Agreement"), is made and entered into this <a href="https://line.com/li

#### RECITALS

WHEREAS, District and Contractor previously entered into that certain ROSSMOOR COMMUNITY SERVICES DISTRICT CONTRACT TREE TRIMMING SERVICES AGREEMENT, effective May 13, 1998 and that certain RESTATED ROSSMOOR COMMUNITY SERVICES DISTRICT CONTRACT TREE TRIMMING SERVICES AGREEMENT dated July 1, 2001 ("2001 Agreement"). In addition, the parties subsequently entered into three (3) amendments to the 2001 Agreement in order to provide for extended terms and to set forth amendments in regard to Services of Contractor and Compensation Pursuant to the Third Amendment to Restated Rossmoor Community Services District Contract Tree Trimming Services Agreement, dated July 1, 2008, the Extended Term expired on June 30, 2009; and

WHEREAS, District and Contractor then entered into that certain ROSSMOOR COMMUNITY SERVICES DISTRICT CONTRACT TREE TRIMMING SERVICES AGREEMENT, effective July 1, 2009 ("2009 Agreement") the term of which was effective for three (3) consecutive calendar years from and after July 1, 2009; and

WHEREAS, the District and Contractor then entered into that certain ROSSMOOR COMMUNITY SERVICES DISTRICT CONTRACT TREE TRIMMING SERVICES AGREEMENT, effective July 1, 2012 ("2012 Agreement") the term of which was effective for three (3) consecutive calendar years from and after July 1, 2012; and

WHEREAS, the District and Contractor then entered into that certain ROSSMOOR COMMUNITY SERVICES DISTRICT CONTRACT TREE TRIMMING SERVICES AGREEMENT, effective July 1, 2015 ("2015 Agreement") the term of which was effective for three (3) consecutive calendar years from and after July 1, 2015; and

WHEREAS, the parties desire to enter into this Agreement in order to set forth a new contract for tree trimming services which will supersede <a href="mailto:and-replace">and-replace</a> any and all existing contractual arrangements and agreements.

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NOW, THEREFORE, in consideration of the mutual covenants contained herein, and based upon the recitals set forth hereinabove, the parties to this <u>Amendment Agreement</u> hereby agree as follows:

#### **AGREEMENT**

#### 1.0 SERVICES OF CONTRACTOR

- 1.1 <u>Scope of Services</u>. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as <u>Exhibit "A"</u> and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.
- 1.2 <u>Compliance with Law.</u> All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the District and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included, and this Agreement shall be read and enforced as though they were included.
- 1.3 <u>Licenses, Permits, Fees and Assessments.</u> Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interests, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against District hereunder.
- 1.4 <u>Familiarity with Work.</u> By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involved work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which shall or will materially affect the performance of the services hereunder, Contractor shall immediately inform the District of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.
- 1.5 <u>Care of Work</u>. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by District, except such losses or damages as may be caused by District's own negligence.

- 1.6 <u>Further Responsibilities of Parties</u>. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.
- 1.7 Additional Services. District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Contractor shall not perform, nor be compensated for, additional services with written authorization from the Contract Officer. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

#### 2.0 COMPENSATION

- 2.1 <u>Contract Sum.</u> For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as  $\underline{\text{Exhibit "B"}}$  and incorporated herein by this reference, but not exceeding the maximum Unit Prices (herein "Contract Sum").
- 2.2 <u>CPI Adjustment</u>. The Contract Sum shall be adjusted annually on July 1 of each year, beginning as of July 1, 20193, for cost of living shown by the U.S. Department of Labor in its All Urban Consumers Index as set forth for the Los Angeles-Anaheim-Riverside area.
- 2.3 <u>Method of Compensation</u>. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditure for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings and District Board meetings reasonably deemed necessary by the District; Contractor shall not be entitled to any additional compensation for attending said meetings.
- 2.4 <u>Method of Payment</u>. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1<sup>st</sup>) working day of such month, Contractor shall submit to the District in the form approved by the District's General Manager, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.3, District shall pay Contractor for all expenses stated thereon which are approved by District pursuant to this Agreement no later than the last working day of the month, subject to such extensions as may be necessary to obtain any required approvals for payment from the District Board.

#### 3.0 PERFORMANCE SCHEDULE

- 3.1 <u>Time of Essence</u>. Time is of the essence in the performance of this Agreement.
- 3.2 <u>Schedule of Performance</u>. Contractor shall perform all services as directed by the District and as otherwise provided for in this Agreement and the Scope of Services.
- 3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the District, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to the Agreement. In no event shall Contractor be entitled to recover damages against the District for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.
- 3.4 <u>Term.</u> Unless early termination in accordance with Section 7 of this Agreement, this Agreement shall continue in force and effect for three (3) consecutive calendar years from and after July 1, 2012 20185.

### 4.0 COORDINATION OF WORK

4.1 <u>Representative of Contractor.</u> The following principals of Contractor are hereby designated as being principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

#### Patrick Mahoney, President

- It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were substantial inducement for District to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of District.
- 4.2 <u>Contract Officer</u>. The Contract Officer shall be such person as may be designated by the Board of Directors of District. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by District to the Contract Officer. Unless otherwise specified herein, any approval of District required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the District required hereunder to carry out the terms of this Agreement.
- 4.3 <u>Prohibition Against Subcontracting or Assignment.</u> The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the District to enter into this Agreement. Therefore, Contractor shall

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not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the District. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of District. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceedings, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent to District.

4.4 <u>Independent Contractor</u>. Neither the District nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. District shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of District and shall remain at all times as to District a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of District. District shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of a joint enterprise with Contactor.

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#### 5.0 INSURANCE, INDEMNIFICATION AND BONDS

5.1.1 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, 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 broades the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Workers' Compensation; and (3) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto).

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

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of \$1,000,000.00 per person and \$2,000,000.00 per occurrence and property damage liability limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate to cover the operation of all automobiles, trucks, street sweeping vehicles or other motorized vehicles utilized by Contractor. Said policy shall include coverage for owned, non-owned, leased and hired vehicles.

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

5.1 <u>Insurance</u>. Without limiting Contractor's indemnification obligations as set forth in this Agreement, the Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) <u>Comprehensive General Liability Insurance</u>. A policy of comprehensive general liability insurance written on a per occurrence basis. If the Contract Sum is \$25,000 or less, the policy of insurance shall be written in an amount not less than \$500,000 single limit, per occurrence. If the contract Sum is greater than \$25,000 but less than \$1,000,000, the policy of insurance shall be in an amount not less than \$1,000,000, single limit, per occurrence. If the Contract Sum is greater than \$1,000,000 but less than \$2,000,000, the policy of insurance shall be in an amount not less than \$2,000,000, single limit, per occurrence. If the Contract Sum is greater than \$2,000,000, the policy of insurance shall be in an amount not less than \$5,000,000 single limit, per occurrence.

(b) <u>Worker's Compensation Insurance</u>. A policy of worker's compensation insurance in such amount as shall fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the District against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

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(c) <u>Automotive/Vehicle Insurance</u> . A policy of comprehensive
automobile/vehicle liability (including owned, non owned, leased, and hired autos/vehicles)
insurance written on a per occurrence basis in an amount not less than \$5000,000 single limit,
per occurrence, for bodily injury and property damage.
All of the above policies of insurance shall be primary insurance and shall name
the District, its officers, employees and agents as additional insureds. The insurer shall waive all
rights of subrogation and contribution it may have against the District, its officers, officials,
employees, agents, representatives, and volunteers, and their respective insurers. All of said
policies of insurance shall be endorsed to:
(1) Provide that said insurance may not be amended or cancelled without
providing thirty (30) days prior written notice by certified or registered mail to the District;
(2) Provide that the insurer shall waive all rights or subrogation and
contribution it may have against the District, its officers, officials, employees, agents,
representatives, and volunteers, and their respective insurers; and
(3) Name the District, its Board of Directors and all the District appointed
groups, committees, boards, and any other District appointed bodies, and the District's elected or
appointed officers, and its officials, employees, agents, representatives, and volunteers
(hereinafter "District and District Personnel") as additional insureds.
All of Contractor's insurance (i) shall contain no special limitations on the scope
of protection afforded to District and District Personnel; (ii) shall be primary insurance and any
insurance or self insurance maintained by District or District Personnel shall be in excess of the
Contractor's insurance and shall not contribute with it; (iii) shall be "occurrence" rather than
"claims made" insurance; (iv) shall apply separately to each insured against whom claim is made
or suit is brought, except with respect to the limits or the insurer's liability; and (v) shall be
written by insurers in compliance with Section 5.4.
No work or services under this Agreement shall commence until the Contractor
has provided the District with Certificates of Insurance or appropriate insurance binders
evidencing the above insurance coverage's and said Certificates of Insurance or binders are
approved by the District. In the event any of said policies of insurance are materially modified
or cancelled for any reason, the Contractor shall, prior to the cancellation date, submit new
evidence of insurance, in conformance with this Section 5.1, to the Contract Officer. The
Contract Officer, with prior approval of the District Manager, shall have authority to consent to a
modification of the foregoing insurance requirements, which consent may be given or withheld
in the Contract Officer's and District Manager's respective sole and absolute and arbitrary
discretion.
<del>discretion.</del>
The Contractor agrees that the provisions of this Section 5.1, shall not be construed as limiting in any way to the extent to which the Contractor may be held responsible of
the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible.
In the event the Contractor subcontracts any portion of the work in compliance
with Section 4.3 of this Agreement, the Contract between the Contractor and such subcontractor
is required to maintain pursuant to this Section 5.1.
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-5.2.2 Indemnification. Contractor agrees to defend, with counsel acceptable to District, indemnify, and hold free and harmless District, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against District, its elected officials, officers, agents and employees arising out of the performance of Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against District, its elected officials, officers, agents and employees based upon the work performed by Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of District for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of District. This provision shall supersede and replace all other indemnity provisions contained either in the District's specifications or Contractor's proposal, which shall be of no force and effect.

Indemnification. Contractor agrees to indemnify the District, its officers, agents and employees against, and shall hold and save them and each of them harmless from any and all actions, suits claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Contractor hereunder, or arising from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the District, its officers, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the District, its officers, agents or employees, who are directly responsible to the District, and in connection therewith:

(a) Contractor shall defend any action or actions filed in Connection with any of said claims or liabilities and shall pay all costs and expenses, including legal costs and attorney's fees incurred in connection therewith;

(b) Contractor shall promptly pay any judgment rendered against the District, its agents or employees for any such claims of liabilities arising out of or in connection with the negligent performance or failure to perform such work, operation or activities of Contractor hereunder, and Contractor agrees to save and hold the District, its officers, agents, and employees harmless therefrom;

(c) In the event the District, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the District, its Officers, agents or employees, any and all costs and expenses

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incurred by the District, its officers, agents or employees, in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

5.3 <u>Sufficiency of Insurer or Surety.</u> Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "All or better in the most recent edition or Best Rating Guide, the Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the General Manager of the District due to unique circumstances. In the Event the General Manager of District ("Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the District, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 5 may be changed accordingly upon receipt of written notice from the Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Manager to the District within 10 days of receipt of notice from the Manager.

#### 6.0 RECORDS AND REPORTS

- 6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the District is greatly concerned about the costs of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if a Contractor becomes aware of any facts, circumstances, techniques, or events that may or shall materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimated for the project being designed.
- 6.2 <u>Records</u>. Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of District, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of (3) years following completion of the services hereunder, and the District shall have access to such records in the event any audit is required.
- 6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of District and shall be delivered to District upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by District of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor shall be at the District's sole risk and without liability to Contractor, and the District shall indemnify the Contractor for all damages resulting therefrom. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to District of any documents or material prepared by them, and in the

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event Contractor fails to secure such assignment, Contractor shall indemnify District for all damages resulting therefrom.

6.4 <u>Release of Documents</u>. The drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

#### 7.0 ENFORCEMENT OF AGREEMENT

- 7.1 <u>California Law.</u> This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. Service of process on District shall be made in the manner required by law for service on a public entity. Service of process on Contractor shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.
- 7.2 <u>Disputes.</u> Subject to the provisions of Section 7.7, in the event of a dispute arising under this Agreement, Contractor shall comply with the provisions of this Section, and District may, in its sole discretion, comply with the provisions of this Section. The injured party shall notify the injuring party in writing of its contentions. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within sixty (60) days of service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause by Contractor and to any legal action commenced by Contractor, and such compliance shall not be a waiver of Contractor's right to take legal action in the event that the dispute is not cured. Nothing herein shall limit District's right to terminate this Agreement with or without cause pursuant to Section 7.7.
- 7.3 Retention of Funds. Contractor hereby authorizes District to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate District for any losses, costs, liabilities, or damages suffered by District, and (ii) all amounts for which District may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, District may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of District to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect District as elsewhere provided herein.
- 7.4 <u>Waiver</u>. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

- 7.5 <u>Rights and Remedies are Cumulative</u>. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other party.
- 7.6 <u>Legal Action</u>. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purpose of this Agreement.
- 7.7 Termination Prior to Expiration of Initial or Extended Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The District reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Contractor may terminate this Agreement only with cause and with not less than thirty (30) days, prior written notice and only after following the procedures of Section 7.2 to enable the District to effect a cure of a default. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the lesser of (i) the amount due for work completed under the Schedule of Compensation or (ii) the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.
- 7.8 <u>Termination for Default of Contractor</u>. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, District may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the District shall use reasonable efforts to mitigate such damages), and District may withhold any payments to the Contractor for the purpose of set-off or partial payment of amounts owed the District as previously stated.
- 7.9 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to its expert witness fees and reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

## 8.0 DISTRICT OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 <u>Non-liability of District Officers and Employees</u>. No officer, official, employee, agent, representative, or volunteer of the District shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the District or for any amount which may become due to the Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

- 8.2 <u>Conflict of Interest.</u> No officer, official, employee, agent representative, or volunteer of the District shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and shall not pay or give any third party any money or other consideration for obtaining this Agreement.
- 8.3 <u>Covenant Against Discrimination</u>. Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

#### 9.0 MISCELLANEOUS PROVISIONS

- 9.1 Notice. Unless otherwise provided herein, all notices required to be delivered under this agreement or under applicable law shall be (i) personally delivered, or (ii) delivered by United States mail, prepaid, certified, return receipt requested, or (iii) delivered by reputable documents delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices shall be delivered to the District at the following address: Rossmoor Community Services District, 3001 Blume Drive, Rossmoor, CA 90720, Attn: General Manager. Notices shall be delivered to Contractor at the following address: West Coast Arborists, Incorporated, 2200 E. Via Burton Street, Anaheim, CA 92806, Attn: Patrick O. Mahoney, President. Either party may change the address for receipt of notices to that party by written notice delivered in compliance with this Section.
- 9.2 <u>Interpretation</u>. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.
- 9.3 <u>Integration; Amendment</u>. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.
- 9.4 <u>Severability</u>. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.
- 9.4 <u>Corporate Authority</u>. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the

entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[End-Signature Page and Exhibits Follow]

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

DISTRICT	
Rossmoor Commun California communi	ity Services District, a
Camornia Communi	ty services district
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By:	.1.
General Man	iagei
CONTRACTOR	
West Coast Ambanist	to Inc
West Coast Arborist	is, inc.
By:	
Patrick Maho	oney
President	
By:	
Patrick Maho	
Vice Preside	nt

Address: 2200 E. Via Burton Street Anaheim, CA 92806

Anaheim, CA 92806 (800) 521-3714 (714) 956-3745 FAX

## END OF SIGNATURES

#### **EXHIBIT "A"**

## SCOPE OF SERVICES

#### ALL SITE LOCATIONS

## A. TREE PLANTING:

Planting includes the tree, stakes, ties and complete installation and watering for ninety (90) calendar days. Planting lists should be compiled by the Inspector and submitted monthly or as needed. Contractor will guarantee the quality of the tree stock and the workmanship.

- 1. All plantings will be established industry standard for 15 (fifteen) gallon or 24" (twenty-four inch) box trees; not to be less than 1" (one inch) in diameter at dsh (diameter standard height) and 6' (six feet) in height when planted, and otherwise acceptable to the RCSD in terms of diameter size, health, quality and aesthetics. The RCSD reserves the right to choose and reserve tree stock, and/or to purchase planting stock from other sources when issues of size are evident.
- All planting nursery stock will conform to the American Standard for Nursery Stock as set forth by American National Standards Institute (ANSI) standard Z60 1-2004 and International Society of Arboriculture (ISA) guidelines for High Quality Trees. Trees shall be free from pests, disease and structural defects.
- Contractor shall provide all equipment, labor and materials necessary for the planting of trees throughout the District in accordance with the specifications herein.
- 4. Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit Contractor shall examine root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.
- 5. Tree shall be placed in the planting pit with its original growing level (the truck flare) at the same height of the surrounding finish grade. In grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be 3" (three inches) below the level of the finished surface of the concrete.
- 6. Backfill material should be native soil. Eliminate all air pockets while backfilling the planting pit by watering the soil as it is put into the hole.
- 7. Trees that are planted in parkways should have a 4"-6" (four inches to six inches) high water retention basin built around the tree capable of holding at least 10 (ten) gallons of water.
- 8. All trees shall be staked with two wooded lodge poles and two ties per pole. Minimum size of lodge poles shall be 10' (ten feet) long with a 1½" (one and one-half inch) diameter. Tree ties shall be placed at one third 1/3" (one-third inch) and

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2/3" (two-thirds inch) of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately 24"-30" (twenty-four inches to thirty inches) below grade.

- 9. Trunk protectors such as Arbor-Gards or an approved equal shall be placed at the base of the trunk of all new trees immediately after planting.
- 10. Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.

#### B. SAPLING CARE:

The RCSD requires an active approach to the care of its young and newly planted trees. The Contractor shall be required to perform basic maintenance that will include but not be limited to tree well adjustments and watering, removal of weeds from tree wells, structural pruning, and re-staking when necessary.

1. Watering shall be performed by a one man crew with a water truck who will water each grid, including landscape median and young trees that are three (3) years old and younger, once monthly.

#### C. MAINTENANCE AND SAFETY TREE TRIMMING REQUIREMENTS:

- All tree pruning shall comply with good arboreal practice for the particular species of trees being trimmed and shall conform to the American National Standards Institute (ANSI) A300 Pruning Standards for Tree Care Operations, the ISA Tree Pruning Guidelines and the ISA Best Management Practices Tree Pruning.
- All pruning shall be performed with the intent of improving aesthetic characteristics and increasing structural strength resulting in sound tree culture that is appropriate for the individual tree species while providing correct vertical and horizontal clearance needed in a municipal setting.
- 3. Remove all dead and or damaged branches and limbs.
- 4. At no time shall "Topping" be permitted on any tree.
- 5. At no time shall "Lion Tailing" or branch stripping be permitted on any tree.
- No more than 1/4 (one fourth) of a tree's foliage should be removed in a calendar year.
- 7. All pruning equipment shall be sharp and sized appropriately for the pruning cut. When pruning to remove fungus, disease or an otherwise infected area, all pruning tools shall be properly cleaned after each cut with bleach.
- 8. The following minimum clearances shall be maintained at times unless a specific problem arises:

- a. All branches overhanging on roadways beyond the curb line shall have a minimum clearance of 14' (fourteen feet).
- b. All branches overhanging any sidewalk or walkway shall have a 9' (nine feet) clearance.
- All trees shall be aesthetically trimmed to prevent/minimize encroachment on private property.
- 9. All pruning cuts should be made just outside the branch bark ridge or branch collar so that under normal conditions, healing can start immediately.
- 10. All limbs of 1 ½" (one and one-half inches) or larger in diameter shall first be undercut to prevent splitting of the bark.
- 11. All cut limbs shall be lowered to the ground using a method that prohibits further damage to the remainder of the tree.
- 12. All suckers and water spouts shall be removed in a manner that minimizes the size of the wound to the tree.
- 13. All crossing or any limbs that rub shall be removed unless removal of said limbs would result in large gaps in the general outline of the tree. Limbs should extend alternately from the trunk on 12" (twelve inches) to 24" (twenty-four inches) spacing.
- 14. All structural weaknesses such as split crotch or limbs, diseased or decayed limbs or any other existing severe damage shall be reported to the District's General Manager or an authorized representative.
- 15. At no time during any trimming procedure shall any hooks, gaffs, spurs or climbers be used by anyone employed for such trimming without the prior permission of the District's General Manager or authorized representative.

#### D. SAFETY TRIMMING:

The standards for safety trimming shall be those adopted by the County of Orange, with whom the District has a contract for safety trimming. The standards for safety trimming shall be as follows:

- 1. 14' (fourteen feet) vertical clearance from the road surface.
- 2. 9' (nine feet) vertical clearance from the parkway or sidewalk surface.
- 3. As necessary to provide clear visibility of all traffic control or municipal informational signage.
- 4. As necessary to provide reasonable clearance for street lighting and intersection safety lighting.

#### E. ANNUAL TREE PRUNING:

Tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the SNSI A300 Standards Special projects that are difficult to access require the need for specialty equipment, service request pruning, or pruning to reduce and/or pruning to restore would fall under Crew Rental.

- Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute Z133 Safety Requirements.
- 2. Contractor shall notify the resident 48 (forty-eight) hours in advance of scheduled pruning.
- 3. Contractor shall provide and post "No Parking" signs 24 (twenty-four) hours in advance of the work.
- 4. Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced English speaking supervisor in tree maintenance operations. The Contractor shall be responsible for advance notification to the residents at each work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.
- 5. Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company.
- 6. The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½" (one half inch), to the parent stem so that healing can readily start under normal conditions. All limbs 2" (two inches) or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.
- 7. Cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least 15% (fifteen percent) but no more than thirty 30% (thirty percent).
- 8. Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.

Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.

#### F. TREE AND STUMP REMOVAL:

RCSD prepares list of trees to be removed, marks trees, notifies homeowners and submits lists to Contractor. Contractor calls Underground Service Alert (USA) and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of 18" (eighteen inches). All holes will be backfilled, as well as all debris cleaned up and hauled away. Special projects that are difficult to access with equipment, or require the need for a crane or an aerial tower over 75' (seventy-five feet) would fall under Crew Rental rates. Removals shall be conducted in good workmanlike manner in accordance with the standard of the arboricultural profession.

 All tree and stump removals will conform to American National Standards Institute (ANSI) Z133.1-1994. American National Standard for Tree Care Operations – Pruning, Trimming, Repairing, Maintaining, and Removing trees, and Cutting Brush-Safety Requirements.

#### G. EMERGENCY RESPONSE:

The Contractor may be required to provide emergency on call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from an RCSD authorized representative. Emergency work shall begin with 2 (two) hours of the initial telephone call.

## H. REQUIRED WORK STANDARDS:

- 1. Contractor shall staff the work site with personnel qualified and trained in tree pruning.
- 2. Contractor shall staff the work site with an arborist, certified through the International Society of Arboriculture (ISA) as the site supervisor.
- The Contractor will manage the entire inventory project and will not use subcontractors.
- 4. The general hours of operation shall be 8:00 a.m. to 5:00 p.m. with respect to any chipping, cutting or other operations generating harsh or unusual noise.
- 5. The days of operation shall be Monday through Friday.
- Special emphasis shall be placed upon public safety during pruning operations, with all required safety markers prominently displayed.
- 7. Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets. Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight.

8. The District's General Manager or an authorized representative for the District shall be the sole judge as to the adequacy of any cleanup.

#### I. REPORTS TO THE DISTRICT:

- Contractor will map, measure and keep current computerized records of all District's tree inventory. Records shall be kept on data base that is accessible to the RCSD at any time.
- Contractor will immediately report to the District's General Manager or an authorized representative, any condition which is deemed hazardous or which requires immediate attention.
- 3. Contractor will report monthly on forms provided by the District on all activities which are performed by Contractor which is based on monthly/quarterly schedules.

## J. INSPECTION:

- 1. The District's General Manager, or an authorized representative, shall at all times have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the process, workmanship and character of equipment used and employed in the work and quality of trees planted. RCSD shall be notified at least 2 (two) working days before any planting takes place.
- Inspection of the work shall not relieve the Contractor of any of their obligation to
  fulfill the contract as prescribed. Defective work shall be made good notwithstanding
  the fact that such defective work may have been previously overlooked by the
  District's General Manager or an authorized representative, and accepted for
  payment.
- 3. Any work found to be unacceptable will be communicated by phone with an email sent as a follow-up. Upon receipt of notification of the deficiencies, the Contractor shall correct the deficiencies within 10 (ten) working days from notification. After this time period, if unacceptable conditions still exist, the District has the right to deduct payment or terminate the contract.

#### K. SPECIAL PROVISIONS:

- 1. Perform and deliver a complete tree inventory for the District (valued at approximately \$16,000).
- 2. At no additional cost, provide the District with access to Contractor's web-based tree inventory program called Arbor Access On-Line (valued at approximately \$5,000).
- 3. Provide unlimited software support including training during the entire length of the Agreement (valued at approximately \$4,800).
- Collect a new GPS tree inventory for right-of-way trees and park trees (Valued at \$20,000).

- 5. Continue to GPS any future tree planting sites.
- 6. Provide basic Arborist reports: this excludes any photos, soil and lab tests, elaborate analysis, or trees involved in litigation or pending litigation.

## EXHIBIT "B" SCHEDULE OF COMPENSATION

## **Rossmoor Community Services District**

Price Schedule for Fiscal Years 2015-16, 2016-17, & 2017-18

## Tree Maintenance Services

		Unit	Current	Proposed		Proposed		Proposed	
		Each	Unit	Unit Prices		Unit Prices		Unit Prices	
ltem	Description 0-6" dsh		Prices	FY15-16		FY16-17		FY17-18	
		Each							
3	Tree Pruning over 18" dsh	Each	\$ 30.30	\$	32.40	\$	34.65	\$	36.75
4	Palm Pruning 0-30 ft.	Each	\$ 41.50	\$	44.40	\$	47.50	\$	50.35
5	Palm Pruning over 30 ft.	Each	\$ 64.00	\$	68.50	\$	73.30	\$	77.70
6	Tree and Stump Removal	Inch	\$ 17.00	\$	18.20	\$	19.50	\$	20.65
7	Tree Only Removal	Inch	\$ 28.20	\$	30.15	\$	32.25	\$	34.20
8	Stump Only Removal	Inch	\$ 14.50	\$	15.50	\$	16.60	\$	17.60
9	Plant 15 gallon tree w/out RB	Each	\$ 10.10	\$	10.80	\$	11.55	\$	12.25
10	Plant 15 gallon tree with RB	Each	\$ 4.60	\$	4.90	\$	5.25	\$	5.55
11	Plant 24" Box tree w/o RB	Each	\$ 89.90	\$	89.90	\$	89.90	\$	89.90
12	Plant 24" Box tree with RB	Each	\$ 106.70	\$	106.70	\$	106.70	\$	106.70
13	Specialty Plant 15 gallon tree w/out RB	Each	\$ 179.60	\$	179.60	\$	179.60	\$	179.60
14	Specialty Plant 15 gallon tree with RB	Each	\$ 218.70	\$	218.70	\$	218.70	\$	218.70
15	Specialty Plant 24" Box tree w/o RB	Each	\$ 123.30	\$	123.30	\$	123.30	\$	123.30
16	Specialty Plant 24" Box tree with RB	Each	\$ 140.50	\$	140.50	\$	140.50	\$	140.50
17	Crew Rental - 3 man crew	Hourly	\$ 246.90	\$	246.90	\$	246.90	\$	246.90
18	Crew Rental - 2 man crew	Hourly	\$ 286.10	\$	286.10	\$	286.10	\$	286.10
19	Emergency Crew Rental	Hourly	\$ 106.20	•	N/A	•	N/A	*	N/A
20	Watering	Day	\$ 106.20	\$	106.20	\$	113.60	\$	120.40
21	Small Tree Care	Day	\$ 224.70	\$	224.70	\$	224.70	\$	224.70
			\$ 291.60	\$	291.60	\$	291.60	\$	291.60
			\$ 450.00	\$	450.00	\$	450.00	\$	450.00

For FY15-16 pricesin bold reflect a 7% increase.

For FY16-17, prices in bold reflect a 7% increase.

For FY17-18, prices in bold reflect a 6% increase.

Current prices have been in place since July 2009.

## ROSSMOOR COMMUNITY SERVICES DISTRICT

## AGENDA ITEM J-1

**Date:** June 12, 2018

**To**: Honorable Board of Directors

**From:** General Counsel

Subject: DISCUSSION REGARDING MITIGATION MEASURE IMPLEMENTATION

FOR CALTRANS FREEWAY IMPROVEMENT PROJECTS

## RECOMMENDATION

Receive the report of District General Counsel Tarquin Preziosi regarding mitigation measure implementation for Caltrans Freeway Improvement Projects.

## BACKGROUND

In response to comments from the public regarding the environmental impact of the many past and projected local freeway projects, the Board authorized General Counsel to conduct legal research related to the EIR for the I-605 Connector Project approved prior to 2008, the I-22 /West County Connectors Project completed in the past couple of years, and the current I-405 freeway widening project, to examine the requirements of the EIR and assess whether the agencies had complied. General Counsel Tarquin Preziosi stated that as long as the request was within the jurisdiction of the District he would prepare an agenda item to include a proposed cost estimate for legal services to research into said matters for the Board's consideration at its next regular meeting.

**ATTACHMENTS:** None