

**TITLE 8**

**DISTRICT PROPERTY**

**CHAPTERS**

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**CHAPTER 8.01**

**REAL PROPERTY**

**Sections:**

<b>8.01.010</b>	<b>Lease of District Land</b>
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**8.01.010 Lease of District Land** The Board of Directors of the District shall observe the following steps as part of its determination to lease District owned land:

1. Determine that a potential lessee exists for the parcel in question;
2. Evaluate the parcel and obtain the opinions of both the General Manager and District Engineers regarding the size of the parcel and the desirability to obtain long-term revenues from the lease thereof;
3. The use does not interfere with District operations and maintenance;
4. The use does not preclude future use or sale of the property;
5. The use does not impose unacceptable levels of liability;
6. The District should generate fair and reasonable revenue;

7. The lessee is not a District employee, Board member or family member of a Board member or a District employee. ("Family member" is defined to include spouse, domestic partner, child, parent, sibling and stepchild, stepbrother, stepsister, stepmother and stepfather.) An exception to this exclusion is if the lease is awarded to a District employee or a family member of the District employee on the basis of a competitive auction, bid or proposal process and the District employee has not made, participated in the making of or influenced any decision with respect to the lease or the award of the lease;
8. Obtain an independent appraisal from a qualified appraiser relating to the value of the parcel or any part thereof and to its best possible use;
9. The Board shall comply with the terms of Public Utilities Code Section 16431 et seq. and Government Code Section 54221 et seq. and make the findings required pursuant to said sections;
10. The District will conduct an appropriate environmental review in accordance with the California Environmental Quality Act (CEQA);
11. The General Manager will schedule a public hearing at a District Board meeting in order to give the public an opportunity to provide input.

**8.01.010.1** The Board shall advertise in a local newspaper of general circulation its minimum requirements and shall award the lease only by competitive bidding. All bidders must submit a cashier's check, certified check, or bid bond in a sum equal to \$1,000. Said deposit, check, or bond shall be forfeited in the event that they are awarded the lease and fail to accept, execute and return to the District the same within ten (10) days of receipt of the lease agreement.

**8.01.010.2** The Board shall award the lease in a resolution and include the following steps:

1. General Manager or his designee may execute the lease;
2. Require at a minimum \$500 monthly rent for non-public safety entities or the Board, at its discretion, may assign a value;
3. Requires a cost-of-living increase every year based upon Consumer Price Index;
4. Term of lease to be five years with an option(s) to renew not to exceed 25 years total;
5. District shall retain control over the use of the parcel and the design of the structures to be constructed thereon;
6. Lessee shall reimburse the District for all costs expended in connection with the lease of the parcel including legal, engineering, appraisal, advertising and administrative costs;

7. District shall provide, and the lessee shall pay for, a title policy evidencing District ownership of the parcel;
8. Lessee shall be responsible for the taxes to be levied upon the parcel;
9. The Lessee shall covenant and agree to indemnify, defend and hold the District harmless from and against all claims, actions, or suits, for any loss, liability, injury, and damage to person or property including but not limited to attorneys' fees, experts' fees and costs, which may be asserted against the District because of the Lessee's encroachment of the District's property;
10. The Lessee shall furnish satisfactory proof, by certificate, presented to the District within fifteen days of the date of the Lease, that he/she/it has comprehensive general liability, public liability and property damage insurance. The insurance shall name the District as an additional insured, be the primary insurance and protect both the Lessee and the District, its officers and/or agents against loss from all liabilities imposed by law, and shall be maintained in full force and effect during the term of the Lease and in the following amounts:
  - a) Limit of liability for comprehensive general liability - \$1,000,000 aggregate liability for loss per accident;
  - b) Limit of liability for personal injury or accidental death-one person, \$1,000,000; aggregate liability per accident, \$1,000,000;
  - c) Limit of liability for property damage - \$1,000,000 aggregate liability for loss per accident;
  - d) Shall also maintain statutory worker's compensation insurance.
11. The Board shall enforce any requirements by the California Environmental Quality Act, the guidelines of the State and the District;
12. The District reserves the right to adjust the limits of the insurance requirements based on the use of District Property.

**8.01.015 Placement of Wireless Communications** The District may authorize wireless communications companies to construct and maintain monopoles and antennas on District owned property by special lease issued at the discretion of the Board of Directors, using the following steps as a guideline:

1. Any party wishing to construct and maintain such a facility shall make application to the General Manager of the District, in a form prescribed, and shall submit the application with a non-refundable application fee as listed in the Miscellaneous Fee Schedule;
2. The General Manager shall review the application and approve or disapprove the application based on conformance with the terms of the District's standard lease agreement;

3. Installation of monopoles and antennas should pose no significant visual impact on surrounding residential neighborhood;
4. The District should generate fair and reasonable revenue;
5. Co-development of wireless facilities shall be encouraged and the District's standard lease agreement shall provide for co-development. The originating agency is required to notify the District and the District shall share in the monetary gain realized by the lessee;
6. The General Manager will agendize the matter at a District Board meeting in order to give the public an opportunity to provide input;
7. Any monopoles or antennas shall be approved by the Board of Directors, or as delegated by the Board, to the General Manager, or his or her designee.

**8.01.015.1** The Board of Directors shall award the lease in a resolution and include the following steps:

1. General Manager or his/her designee may execute the lease;
2. Require at a minimum \$500 monthly rent for non-public safety entities or the Board, at its discretion, may assign a value;
3. Requires a cost-of-living increase every year based upon the Consumer Price Index;
4. Term of lease to be five years with an option(s) to renew not to exceed 25 years total;
5. District shall retain control over the use of the parcel and the design of any structure, monopole and/or antenna to be constructed thereon;
6. Lessee shall reimburse the District for all costs expended in connection with the agreement including legal, engineering, appraisal, advertising and administrative costs;
7. The Lessee shall covenant and agree to indemnify, defend and hold the District harmless from and against all claims, actions, or suits, for any loss, liability, injury, and damage to person or property including but not limited to attorneys' fees, experts' fees and costs, which may be asserted against the District because of the Lessee's encroachment of the District's property;
8. The Lessee shall furnish satisfactory proof, by certificate, presented to the District within fifteen days of the date of the Lease, that he/she/it has comprehensive general liability, public liability and property damage insurance. The insurance shall name the District as an additional insured, be the primary insurance and protect both the Applicant/Permittee and the District, its officers and/or agents against loss from all

liabilities imposed by law, and shall be maintained in full force and effect during the term of the Lease and in the following amounts:

- a) Limit of liability for comprehensive general liability - \$1,000,000 aggregate liability for loss per accident;
- b) Limit of liability for personal injury or accidental death-one person, \$1,000,000; aggregate liability per accident, \$1,000,000;
- c) Limit of liability for property damage - \$1,000,000 aggregate liability for loss per accident;
- d) Shall also maintain statutory worker's compensation insurance;
- e) The District reserves the right to adjust the limits of the insurance requirements based on the use of District property.

**8.01.015.2** Upon approval by the District, the applicant will be required to make application to the appropriate planning and zoning agency for the specific land use approval for the site.

**8.01.020 Relocation and Real Property Acquisition Guidelines** State and Federal laws require public agencies to adopt rules and regulations that implement the requirements of the California Uniform Relocation Act, Government Code Section 7260 et seq. and the United States Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.). Section 7267.8 of the California Government Code provides that, with respect to federally funded projects, public entities shall provide relocation assistance as required under federal law.

**8.01.020.1** In implementation of the State Act, the District has adopted the Relocation Assistance and Real Property Acquisition Guidelines, 25 California Code of Regulations Section 6000 et seq., as its rules and regulations for relocation assistance and real property acquisition. (See Exhibit A attached to District Resolution No. 9322.)

**8.01.020.2** In implementation of the Federal Act, the District has adopted the Federal Guidelines, 49 CFR Part 24, as its rules and regulations for relocation and real property acquisition of federal or federally-assisted projects. (See Exhibit B attached to District Resolution No. 9322.)

## **CHAPTER 8.04**

### **EASEMENTS**

**Sections:**

- 8.04.010 Use of Paved District Easements for Access to Privately Owned Property**
- 8.04.020 Abandonment or Relocation of Unused Easements**
- 8.04.030 Grants of Easements of District Property**

#### **8.04.010 Use of Paved District Easements for Access to Privately Owned Property**

The District maintains paved easements throughout the District in order to access its facilities. Occasionally, the access easement for the District is also the most reasonable access to a property owner's parcel. The following steps are a guideline to determine in which situations it is proper to permit a private property owner to use an existing paved District easement for access to his property:

1. A petition shall be filed by the property owner requesting permission from the District to use an existing paved District easement for access to his property;
2. Each petition is to be reviewed by the General Manager on an individual basis, since each such request will involve unique facts and circumstances;
3. If the General Manager decides to grant permission for use of its paved easement, it shall do so by granting a revocable, non-transferable license. In no case shall the District grant an easement or any other permanent property interest to a petitioner;
4. Before the General Manager will grant a license to a petitioner, the person who owns the property underlying the paved District easement shall also agree, in writing, to the grant of the revocable, non-transferable license;
5. Any license granted shall be revocable, and may be revoked by the District for any reason in the District's sole discretion, with thirty (30) days written notice;
6. The District shall grant a license only to the property owners who signed the petition, but the license may extend to the petitioner's immediate family and guests;
7. The petitioner shall be required to keep the paved District easement free at all times from parked vehicles or other obstructions. If the District easement is blocked by the petitioner, such obstruction will be removed at the petitioner's expense;
8. In no case shall a petitioner's vehicle, garage, driveway, or any equipment or improvement come within 50 feet of any existing District facilities, including District water tanks, pump houses, and similar facilities;
9. The petitioner shall bear equal responsibility with the District for the maintenance of that portion of the paved District easement used by the petitioner. The petitioner shall be required to pay to the District a yearly maintenance fee, which amount will be used for maintenance of the easement. In the event that the cost of maintenance exceeds the accumulated maintenance fee, then the petitioner shall be required to pay to the District the amount of such excess;
10. A nonrefundable application fee as listed in the Miscellaneous Fee Schedule to be paid by petitioner shall accompany each petition presented to the District to cover District costs related to review and preparation of the access documents.

**8.04.010.1** The Petitioner's request that the District grant permission for use of one of its paved easements for access by the property owner to his parcel shall be made by petition using the following steps:

1. The petition shall state that the petitioner understands that any license granted by the District shall be non-transferable and shall be revocable, at the District's sole discretion. The petitioner shall further acknowledge that should the District revoke the license, then the petitioner would be required to obtain other access to the petitioner's property and to any house, garage, or other improvement thereon. In view of this, the petitioner shall agree to construct any house, garage, or other improvement so that the same can be reached through alternate methods of access in the event that the District revokes any license granted. Further, the petitioner shall agree that because any license granted will be revocable, at the District's discretion, the petitioner shall not expend time and money on improvements in reliance on the continued existence of the license, and the petitioner shall waive the right to claim that the license has become irrevocable by virtue of the petitioner's reliance on continued use of the license;
2. The petition shall state specific reasons why the petitioner needs access across an existing District easement, and shall state specifically why the petitioner is unable to obtain alternate access;
3. The petition shall list the full names of all property owners of record, including their mailing addresses and telephone numbers, and shall contain notarized signatures of all such record property owners;
4. The petition shall identify the petitioner's parcel by a full legal description, and by the assessor's parcel number. The petition shall have attached to it as an exhibit a copy of the recorded subdivision map, if any, showing the petitioner's parcel and the existing District easement. If no recorded subdivision map exists, the petitioner shall attach as an exhibit to the petition a scale map of the petitioner's parcel, the District easement, and all adjoining parcels, roads, and easements;
5. The petition shall have attached to it, as an exhibit, a copy of the most recent title report issued with respect to the petitioner's property;
6. The petition shall state that the petitioner understands that any use of the District's easement pursuant to a license granted by the District is permissive, and petitioner shall therefore waive any right to assert at any time that he has acquired any rights to the easement by virtue of prescription or adverse possession;
7. The petitioner shall agree to extend his homeowner's liability insurance policy to cover the entire area of the easement that will be used by the petitioner, or, alternatively, to purchase a new policy of liability insurance covering that portion of the easement used by the petitioner;

8. The petitioner shall agree to indemnify, defend and hold the District harmless from any claims or liabilities of any kind resulting from use of the license by the petitioner, his immediate family and guests;
9. The petition shall state that the petition, or a license agreement if required by the District, may be recorded by the District to put future purchasers on notice of the fact that the license is non-transferable and revocable;
10. The petition shall acknowledge that a yearly maintenance fee shall be required of the petitioner, and further acknowledge that the petitioner shall share equally with the District all costs of maintaining the portion of the District's easement used by the petitioner, even if that amount exceeds the accumulated amount of the yearly maintenance fee;
11. The petitioner shall acknowledge that the easement must be kept free of any parked vehicles or other obstructions at all times, and that the petitioner shall pay the cost of removing any such obstruction;
12. The petitioner shall acknowledge that he shall not locate a house, garage, driveway, vehicle or other improvement within 50 feet of the nearest District facility;
13. The petition shall acknowledge that the license may be revoked by the District, in its discretion, with thirty (30) days written notice;
14. The petitioner shall acknowledge that the transfer or attempted transfer of the petitioner's real property to any person other than those who signed the petition shall automatically and immediately cause the revocation of the license;
15. The petitioner shall acknowledge that a license will be granted by the District only if the owner of the property underlying the District easement also agrees to grant a license. The petitioner shall acknowledge that it is his responsibility to obtain a commitment from the owner of the property underlying the District easement to the grant of a license to the petitioner.

**8.04.010.2** Review of petition - A petition for access, as provided by the property owner, shall be reviewed by the District Engineers. Upon review of the petition, should the access be deemed acceptable, an agreement shall be prepared for the access, including information provided within the guidelines of this policy. A recommendation will be made to the General Manager, taking into consideration the District's future plans. The agreement shall be reviewed by District Counsel.

**8.04.010.3** Action by Board of Directors - A decision to allow joint access shall be a Board level decision. If the Board votes to allow joint access, it shall do so by resolution, said resolution setting forth the pertinent facts giving rise to the access.

**8.04.020 Abandonment or Relocation of Unused Easements** The purpose of this policy is to guide the District in its decisions regarding abandonment or retention of unused easements or relocation of existing easements as a result of lot line adjustments. At the time that development occurs, there is uncertainty as to the need for the extension of water and electric lines. Based on that uncertainty, it is prudent for the District to secure utility easements for future line extensions. As an area completes its development, the uncertainties become less present, and certain reserved easements can be abandoned or relocated. When a property owner petitions the District to abandon or relocate unused reserved easements, the following procedures shall be followed.

It is the intent of this policy to protect the District's access to easements while giving property owners the opportunity to clear their parcels of easement restrictions that will not be used in the future by the District.

**8.04.020.1** Form of petition - A request that the District abandon or relocate an unused easement shall be made by petition in the following form. Petitions to abandon or relocate an easement shall include:

1. A description of why the petitioner requests the easement be abandoned or relocated;
2. Identify the parcel involved by referring to the recorded Book and Page number of the Subdivision and the Assessor's Parcel Number;
3. Contain a sufficient description of the easement to allow the District to clearly identify what easement is requested to be abandoned or relocated;
4. Contain a sketch of the parcel and all adjoining parcels showing water and electric lines serving said parcels;
5. Contain the name and notarized signature, as well as mailing address, of each owner of record of the parcel on which the easement sits;
6. State whether any utility line of any type is presently using the easement, or has used the easement during the past five years;
7. Contain the statement that petitioner is aware that the District makes no guarantee that its quitclaim alone is sufficient to clear the title of the easement;
8. Contain a statement that the petitioner shall pay any recording fees associated with abandonment or relocation of the easement;

**8.04.020.2** Review of petition - A petition to abandon or relocate unused easements shall be reviewed by the District Engineers. The petition, proposed quitclaim deed and new easement if applicable shall be reviewed by District Counsel.

**8.04.020.3** A recommendation will be made to the General Manager taking into consideration the District's future plans for the extension of utility lines.

**8.04.020.4** A decision to abandon or relocate an easement shall be made by the General Manager according to Resolution 1990-03. In making the decision, the General Manager shall consider future District plans for water and electric lines, and facilities, the proximity of the parcel to undeveloped property, and the reasons set forth by petitioner for requesting abandonment or relocation.

**8.04.020.5** Form of abandonment or relocation:

1. Any abandonment of an easement specific to the District shall be accomplished by quitclaim deed or abandonment of easement document;
2. Any relocation of an easement specific to the District shall be accomplished by the District quitclaiming its interest in the old easement and the land owner granting a new easement by grant deed to the District;
3. Any abandonment or relocation of a public utility easement shall be accomplished by a abandonment of easement document executed by the General Manager and recorded with the County in which the parcel is located.

**8.04.030 Grants of Easements on District Property** Whenever possible, the District will grant licenses for a specified period of time in-lieu-of perpetual easements. Use of District easements must include the following steps:

1. Request for easement shall be made to the General Manager or the District Engineers;
2. Request shall be in writing and shall include copies of each of the following documents:
  - a) Location and site map on an eight and one-half by eleven-inch sheet;
  - b) Legal description of easement;
  - c) Plat map of easement;
  - d) Plans and specifications for any construction, grading or other work to be done within the easement, including profile drawings;
  - e) An environmental impact statement or negative declaration if required by CEQA and the guidelines of the State and District.
3. A non-refundable application fee as listed in the Miscellaneous Fee Schedule to be paid to the District at the time an easement is requested to cover the District's usual costs of processing the request. Any costs incurred by the District in excess of \$500, including costs of labor, materials, engineering, surveys, appraisals, and overhead expenses shall be paid by the party requesting the easement;
4. The District shall determine the fair market value of the easement which shall be paid to the District in full at the time of conveyance of the easement. The District, in its

discretion, may assign the current market value per square foot to the easements covering an area not in excess of four thousand square feet, unless the grantor objects, in which event the District will obtain an appraisal of the easement.

5. Any easement, with a term of five years or less and a fair market value of less than \$10,000, may be granted by the General Manager or his/her designee without additional authorization of the Board of Directors. The granting of all other easement shall be specifically authorized by the Board of Directors;
6. Easements shall be for limited purposes and subject to such conditions as the District shall specify in the grant of easement. Unless otherwise expressly specified in the grant, the easement shall be subject to the following conditions:
  - a) The use of the easement shall be subordinate to the paramount right of the District to use its lands for utility purposes. No use of the easement shall cause any substantial interference with the District's use of the land or with the operation, maintenance, repair or installation of District facilities therein;
  - b) No building or portion of a building shall be within the easement area;
  - c) Upon completion of construction within an easement, the ground surface shall be restored as near as possible to the condition it was in prior to the construction with all rubbish and foreign materials removed and the area left in a safe and clean condition;
  - d) As-built drawing procedures-see Section 5.01.027 regarding project documentation deposit and Appendix B for District policy regarding As-Built Drawings.
7. For land locked parcels, the District shall consider, but will not be required to issue an easement for ingress, egress and/or utility purposes.
8. The District, in its sole and absolute discretion, may approve, deny, or set any limitations or conditions on any easement on District property. The District may also at any time, alter, amend, modify, rescind, or revoke a Grant of Easement, all without recourse or remedy by the requestor for an Easement or liability to the District. The District may also amend, modify or rescind this policy at any time without recourse or remedy by any requestor or with liability to the District.
9. The Petitioner shall covenant and agree to indemnify, defend and hold the District harmless from and against all claims, actions, or suits, for any loss, liability, injury, and damage to person or property including but not limited to attorneys' fees, experts' fees and costs, which may be asserted against the District because of the Petitioner's use of the District's property;
10. The Petitioner shall furnish satisfactory proof, by certificate, presented to the District within fifteen days of the date of the Grant of the Easement, that he/she/it has comprehensive general liability, public liability and property damage insurance. The insurance shall name the District as an additional insured, be the primary insurance and protect both the Petitioner and the District, its officers and/or agents against loss

from all liabilities imposed by law, and shall be maintained in full force and effect during the term of the Easement in the following amounts:

- a) Limit of liability for comprehensive general liability - \$1,000,000 aggregate liability for loss per accident.
- b) Limit of liability for personal injury or accidental death-one person, \$1,000,000; aggregate liability per accident, \$1,000,000.
- c) Limit of liability for property damage - \$1,000,000 aggregate liability for loss per accident.
- d) Shall also maintain statutory worker's compensation insurance.

11. The District reserves the right to adjust the limits of the insurance requirements based on the use of District property.

12. As of April 2009, all future easements will be subject to the terms and conditions stated within District Code, Title 8, District Property.

## **CHAPTER 8.06**

### **RECORDABLE DOCUMENTS**

#### **Sections:**

- 8.06.010 Recordable Documents**
- 8.06.020 Reporting Requirements Regarding Real Property and Easements**
- 8.06.030 Retention of Real Property Documents**

**8.06.010 Recordable Documents** – All documents affecting the title to, or possession of, real property owned by the District shall be recorded promptly upon execution by the authorized official of the District in accordance with the recording status of the State of California. The General Manager of the District is authorized as follows:

- 1. To accept and consent to the recordation of any deeds granting easements or any other interest in real estate to the District;
- 2. To accept and consent to the recordation of any deeds or other documents which grant a restriction on the grantor's real property in favor of the District;
- 3. To accept and consent to the recordation of any notices which the District has requested the grantor record against the grantor's real property;
- 4. To accept, sign, and consent to the recordation of any deeds releasing or abandoning easements owned by the District that the General Manager determines are not needed by the District;

5. To sign documents on behalf of the District, directed to Nevada or Placer County, informing such Counties of the District's willingness to release or abandon public utility easements if the General Manager determines that such easements are not needed by the District.

**8.06.020 Reporting Requirements Regarding Real Property and Easements** - The General Manager is to submit to the Board of Directors in January of each year a report of all real property and easements accepted or abandoned during the previous year with the exception of temporary blanket easements and the subsequent abandonment when construction is deemed complete by District staff.

**8.06.030 Retention of Real Property Documents**

**8.06.030.1** Original recorded real property documents shall be retained by the department designated by the General Manager, or his/her designee, and in a manner so as to prevent destruction from fire, flood, earthquake and other disasters.

**8.06.030.2** Real Property Database - The District shall maintain an inventory of all properties owned in fee simple interest by the District, and each property shall be identified by use: operating, held for future use and surplus.

**8.06.030.3** Real Property Easements – The District shall maintain an inventory of all easements issued to or by the District.

**CHAPTER 8.08**

**IMPROVEMENTS**

**Sections:**

**8.08.010      Conditions of Acceptance**

**8.08.010 Conditions of Acceptance**

**8.08.010.1** All development agreements calling for works of improvement in an amount of \$400,000 or more to be constructed pursuant to the District's standards and guidelines, shall be authorized by the Board.

**8.08.010.2** All development agreements calling for works of improvement in an amount less than \$400,000 to be constructed pursuant to the District's standards and guidelines, shall be authorized by the General Manager.

**8.08.010.3** Acceptance of all works of improvement subject to the District's standards and guidelines and constructed pursuant to a development agreement, shall be accepted for transfer and dedication to the District, by the General Manager (Res. 90-03).

## CHAPTER 8.12

### DISTRICT COMPLEX HEADQUARTERS

#### Sections:

- 8.12.010 Use of the Board Room**
- 8.12.012 Public Art Display in District Headquarters**

#### **8.12.010 Use of the Board Room**

**8.12.010.1** The Board room of the District will be available on a first come, first serve basis by other governmental agencies not-for-profit organizations and for-profit organizations serving the Truckee community.

**8.12.010.2** In all cases, the District use of the Board room takes priority over all others.

**8.12.010.3** Governmental agencies and not-for-profit organizations may use the Board room at no charge.

**8.12.010.4** For-profit organizations may use the Board room and shall be charged a fee per the Miscellaneous Fee Schedule for each day's use of the Board room.

**8.12.010.5** The General Manager, or his/her designee, shall maintain the schedule of use of the Board room.

**8.12.010.6** The General Manager shall report annually during the month of January to the Board of Directors regarding the use of the Board room by outside organizations during the previous year.

**8.12.012 Public Art Display at District Headquarters** It is the policy of the District to display art work in the District headquarters building created by local area artists under the terms set forth below.

**8.12.012.1** Public Art Displays are defined as watercolor, oil, pastel, pencil, photographic and other forms of artwork hung in public areas within the District's facilities for a period of no less than six (6) months.

**8.12.012.2** The artistic theme of all artwork displayed in District facilities shall be Truckee history, our local environment and/or public utilities. Such artwork must be politically neutral and in good taste.

**8.12.012.3** All artisans displaying their work in District facilities must agree to and sign a Public Art Display Waiver of liability in order for their work to be displayed in District Facilities.

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**8.12.012.4** All artwork will have a descriptive placard located in the bottom right corner of the piece detailing the name of the piece, its price and artist contact information.

## CHAPTER 8.16

### DAMAGE TO DISTRICT PROPERTY

#### Sections:

#### 8.16.010 General

**8.16.010 General** In the event of damage to property owned by the District, which the General Manager believes to be the result of intentional and malicious activity, the General Manager is authorized to advertise an offer of reward for information which leads to the arrest and conviction of those persons responsible for the damage.

The amount of the reward shall be determined at the discretion of the General Manager, but in no event shall exceed the smaller of the sum of \$1,000 or 10% of the amount of the estimated damage.

## CHAPTER 8.20

### DISPOSAL OF DISTRICT PROPERTY

#### Sections:

#### 8.20.010 Disposal of Surplus Inventory, Materials, Office Equipment and Vehicles

#### 8.20.020 Disposal of Real Property

#### **8.20.010 Disposal of Surplus Inventory, Materials, Office Equipment and Vehicles**

**8.20.010.1** Items of inventory, materials, office equipment and vehicles considered by staff to be no longer necessary shall be listed on an appropriate form and presented to the General Manager.

**8.20.010.2** For items with an estimated value in excess of \$1,000 per item, the General Manager shall direct that a Board action declaring the items surplus be placed on an agenda for Board review and approval. For items with an estimated value of less than \$1,000 per item, the Board authorizes the General Manager to dispose of the surplus inventory at his discretion.

**8.20.010.3** The General Manager shall for the disposal of surplus items, have the option of a trade-in allowance for new replacement equipment, use of a contract auction company, or the public bid process.

**8.20.010.3 (A)** If the public bid process is to be used, then the General Manager shall advertise the sale of the surplus items in the appropriate newspapers and journals.

In the event that no bids are received on some items, or the General Manager determines that the bids received on certain items are not sufficient, the Board may authorize the General Manager to dispose of such items at his discretion.

**8.20.010.4** No Board member may bid on or purchase surplus property from the District. No person who makes, participates in the making of, or influences the decision to dispose of surplus property may bid on such items. This includes District staff, consultants, advisory committee members and all other individuals who make, participate in the making of, or influence the decision regarding the disposal of surplus property.

#### **8.20.020 Disposal of Real Property**

**8.20.020.1** District real property is considered surplus when designated as such by the Board of Directors.

**8.20.020.2** Sale of District real property shall be in conformance with Government Code Sections 65402 and 54222.

**8.20.020.3** In accordance with Government Code Section 54221, in order to dispose of real property owned by the District, parcels would be surveyed and appraised and existing utilities identified.

**8.20.020.4** The District would then offer the parcels for sale or lease in accordance with Government Code Section 54222. The notice would be sent to any public agency developing low and moderate income housing, to the local recreation and park district, to the State Resources Agency and to the local school district.

**8.20.020.5** If public agencies do not respond within 60 days, the District can then offer the land for sale to private parties.

**8.20.020.6** There is no requirement in State law or in District policies requiring that land be sold to a private party by public bid process. The District may negotiate with adjacent land owners for sale of land.

**8.20.020.7** If a public agency does want to purchase the land, the District enters into negotiations for a period of not less than 60 days, after which the property may be sold to any other party. (California Government Code)

**8.20.020.8** Approval of sales of real property - The Board shall approve any sale of real property.

**8.20.020.9** Exchange of surplus property - The steps must include the following:

1. Any proposed exchange of surplus property will require a finding-in-fact by the General Manager that there is greater overriding benefit from the property received than from the surplus land being exchanged;

2. The exchange of surplus property shall be approved by the Board of Directors, or as delegated by the Board, to the General Manager or his or her designee.

**8.20.020.10** Quit claims - The steps must include the following:

1. Quit claims of real property shall require the recommendation of the General Manager, District Engineers and Technical Programs Administrator;
2. Execution of the quit claims shall be approved by the Board of Directors or, as delegated by the Board, to the General Manager or his or her designee;
3. The financial consideration for the quit claim shall, at a minimum, be fair market value or the original purchase price paid by the District to obtain the property.

## **CHAPTER 8.24**

### **RECORDS, FILES AND DOCUMENTS**

**Sections:**

#### **8.24.010 Removal of Records, Files and Documents from District Premises**

**8.24.010 Removal of Records, Files and Documents from District Premises** It is the policy of the District that no records, files or documents be removed from the premises without prior approval by an employee's immediate supervisor or, in the case of management employees, approval by the General Manager.

## **CHAPTER 8.30**

### **ENCROACHMENT POLICY**

**8.30.010 General**

**8.30.020 Definition**

**8.30.030 Implementation**

**8.30.040 Encroachment Review Process**

**8.30.050 Request for Encroachment Permit**

**8.30.060 Rights of Appeal**

**8.30.070 Encroachment Categories and Encroachment Permit Costs**

**8.30.080 Limitation**

**8.30.010 General** The intent of this policy is to define guidelines and parameters as it relates to encroachments on District property. An "encroachment" is an entry onto or use of District property without the District's explicit permission. Examples of encroachments are

fences, snow storage, wood or vehicle storage or buildings, roadways and driveways which have intentionally or unintentionally been placed on District property.

The District, in its sole and absolute discretion, may approve, deny, or set any limitations or conditions on any encroachment on District property and issue and, at any time, alter, amend, modify, rescind, or revoke an Encroachment Permit for an encroachment, all without recourse or remedy by an Applicant/Permittee for an Encroachment Permit or liability to the District. The District may also amend, modify or rescind this policy at any time without recourse or remedy by any Applicant/Permittee or with liability to the District.

### **8.30.020 Definition**

**8.30.020.1** “Encroachment” means an unauthorized entry onto or use of District property, including removal or planting of vegetation, placement of structures or materials, snow removal or storage, or other alteration of surface or landscape that may affect or alter the visual aspects and uses of District property.

**8.30.020.2** An “Encroachment Permit” is a contract between the District and the permit holder. An Encroachment Permit is not a property right, such as an easement, nor does it confer a property right. The Encroachment Permit cannot be transferred with the sale of real personal property. It is mandatory that the encroachment be abated with the sale of the property.

**8.30.020.3** Each Encroachment Permit issued shall have a maximum term of one year and must be renewed if the Permittee would like the Encroachment Permit to extend beyond the term. Encroachment Permits for the same encroachment will not be granted for more than a total of five years.

**8.30.020.4** The Encroachment Permit Category cannot change from a more severe category to lesser one at anytime. It is possible, at the discretion of the District, to change the designation to a more severe category depending on whether the encroachment expands in scope or becomes more severe.

### **8.30.030 Implementation** Steps must include the following:

1. It is the responsibility of a property owner to know the location of property boundaries, in particular when use of that property causes an encroachment onto District property;
2. The District shall seek voluntary elimination of encroachments. Except where otherwise specifically authorized, encroachments shall be removed and the District’s property restored to its pre-encroachment condition to the extent possible;
3. The party responsible for an encroachment may request an Encroachment Permit according to the process set forth below, including providing information required to support the following findings and payment of a fee. The fee will be based upon the category of the encroachment;

4. The responsible party shall provide information to the District to verify and plan for the adequacy of restoration required. The encroachment shall be removed and restoration shall be completed prior to the expiration of the Encroachment Permit;
5. If the District finds that the encroachment has not been satisfactory corrected, and no response is received within 10 days, the District shall notify the property owner, or other responsible party, that the District may eliminate the encroachment, restore the affected area, and charge the responsible party for incurred costs.

#### **8.30.040 Encroachment Review Process**

Upon the report or discovery of an encroachment, the District's Technical Program Administrator shall:

1. Investigate the encroachment to confirm that the area is or appears to be within the boundaries of District owned property;
2. Notify the property owner or other responsible party of the encroachment by mail. The notice shall include a description, which may include a photograph or drawing of the encroachment, and location, and shall request a response within 10 days of receipt of the letter;
3. If no response is received within 10 days, and the encroachment remains, the District will notify the property owner or other responsible party of the encroachment by certified mail. If after 10 additional calendar days there is still no response, the District shall take necessary action, which may include legal action to remove the encroachment.

#### **8.30.050 Request for Encroachment Permit** Steps must include the following:

1. A party responsible for an encroachment may request an Encroachment Permit accordingly by filling out and submitting an application form along with all applicable fees;
2. The encroachment shall not be contrary to any deed or other restriction for either parcel or violate any local, state or federal statute, regulation or ordinance;
3. The encroachment shall not detract from the visual character or use of the surrounding properties as determined by the District;
4. The Applicant/Permittee shall covenant and agree to indemnify, defend and hold the District harmless from and against all claims, actions, or suits, for any loss, liability, injury, and damage to person or property including but not limited to attorneys' fees, experts' fees and costs, which may be asserted against the District because of the Applicant/Permittee's encroachment of the District's property;

5. The Applicant/Permittee shall furnish satisfactory proof, by certificate, presented to the District within fifteen days of the date of the Encroachment Permit, that he/she/it has comprehensive general liability, public liability and property damage insurance. The insurance shall name the District as an additional insured, be the primary insurance and protect both the Applicant/Permittee and the District, its officers and/or agents against loss from all liabilities imposed by law, and shall be maintained in full force and effect during the term of the Encroachment Permit of the contract and in the following amounts:

- a) Limit of liability for comprehensive general liability - \$1,000,000 aggregate liability for loss per accident.
- b) Limit of liability for personal injury or accidental death-one person, \$1,000,000; aggregate liability per accident, \$1,000,000.
- c) Limit of liability for property damage - \$1,000,000 aggregate liability for loss per accident.
- d) Shall also maintain statutory worker's compensation insurance.
- e) The District reserves the right to adjust the limits of the insurance requirements based on the use of District property.

#### **8.30.060 Rights of Appeal**

**8.30.060.1** If the Applicant/Permittee wishes to appeal the Encroachment Classification, the Applicant/Permittee may request the decision to be reviewed by the General Manager of the District by filing a request for review in writing. To be timely, the request for review must be received within fourteen calendar days of the date of the original written decision. The decision of the General Manager shall be conclusive and final.

#### **8.30.070 Encroachment Categories and Encroachment Permit Costs**

**8.30.070.1** Category 1 (Minor) – Gardens or other intentional or unintentional plantings, escaping from private property through propagation by root, tube, trunk, limb, vine or other non-wind borne means and incidental use. Cost of a Category 1 Encroachment Permit per the Miscellaneous Fee Schedule.

**8.30.070.2** Category 2 (Major) – Non-permanent structures and improvements, such as those without durable and complete foundations. Non-permanent structures and improvements include fences, paths, walkways, pavers, gravel, stone, earthen berms, earth fill, drainage across the property, single or gang mail boxes, unpaved parking areas and storage areas that are not included in permanent structures. Cost of a Category 2 Encroachment Permit per the Miscellaneous Fee Schedule.

**8.30.070.3** Category 3 (Special) – Permanent Structures are such as those which utilize a durable and complete foundation. Permanent structures include buildings, concrete patios, paved parking areas, driveways, decks with foundations, masonry walls, sheds, and rip-rap. Cost of a Category 3 Encroachment Permit per the Miscellaneous Fee Schedule.

**8.30.070.4** The above lists are not all inclusive. The applicant must check with the District to determine the encroachment category for the encroachment.

**8.30.070.5** Prohibitive items for which Encroachment Permits shall not be granted include, but are not limited to, the dumping of any non-toxic/toxic and non-hazardous/hazardous material or waste; including fuel, oil, green waste, the spraying of pesticides, herbicides and insecticides and deposition of any toxic or hazardous material including fertilizers.

**8.30.070.6** Category 1 and 2 Encroachment Permits shall be reviewed and acted upon by District Staff.

**8.30.070.7** Category 3 (Special) Encroachment Permits require review and action as an agenized item before the District Board of Directors at a regularly scheduled meeting.

**8.30.070.8** Once a year District staff will gather information on all Encroachment Permits, the status of the same and will provide an annual report to the District's Board of Directors.

**8.30.080 Limitation**

**8.30.080.1** An Encroachment Permit as described above is temporary, vests no permanent rights, and does not attach to the land. The Permit may be revoked upon a minimum of thirty (30) days' notice, unless a shorter notice period is specified in the permit or is justified by an imminent or substantial risk of harm to persons or property.

**8.30.080.2** Existing encroachments will be dealt with on a case by case basis.

Res. 2009-14 (5/6/09),Res 2010-09 (6/2/10)