

RESORT IMPROVEMENT DISTRICT NO. 1
Shelter Cove Sewer and Other Facilities Maintenance District No. 1

POLICY TITLE: **Management of RID Greenbelt Properties**

POLICY NUMBER: **3061**

The Resort Improvement District owns many real estate interests throughout Shelter Cove, many of which are greenbelt areas covered by stands of trees, wild plants, grasses or a combination of these. It is the responsibility of the Board of Directors to ensure that these properties are managed to meet the best interests of the public, and, therefore, these properties must be actively maintained to insure the aesthetic quality of the community, to prevent the start or growth of wildfires, and to present an example to the community of how property vegetation should be managed.

POLICY: The Resort Improvement District shall actively manage its greenbelt properties through a methodical program which will identify and prioritize greenbelt landscape maintenance activities. To achieve the greenbelt management goals, the Board of Directors will authorize the RID General Manager (GM) to oversee the program and work with RID staff, outside agencies (e.g. California Department of Forestry [CDF]), private service providers, landscape contractors and interested members of the community to achieve each greenbelt's project objectives.

3061.1 The GM and the RID staff will conduct quarterly informal greenbelt assessments, as well as, consider community input to determine which greenbelt locations need landscape maintenance performed. The GM will submit a written report with recommendations and desired outcomes for each greenbelt project to be achieved that quarter. This report will also include an estimated budget, who will perform the work, and whether or not any community member activism is involved in the project. The priority of effort will be determined by the following criteria, however, new priorities can be established if recent events within the community warrant a new prioritization:

3061.1.1 Condition of the greenbelt is such that it creates a fuel source for a wildfire or other threat to RID utilities infrastructure

3061.1.2 Condition of the greenbelt is such that it creates a road visibility hazard or overgrowth from the greenbelt impedes the road or curb line. Although this may be County right-of-way, the RID will take the initiative to manage this portion of the greenbelt in the best interests of safety.

3061.2 In order to maintain the aesthetic quality of the RID greenbelt areas, this policy will also limit what landscape maintenance procedures and activities can be performed by the various agencies or individuals who undertake greenbelt landscape projects.

3061.2.1 No clear cutting of any greenbelt will be allowed unless such clear cutting is for the purpose of creating a wildfire break as designated by CDF authorities; or to protect RID utilities infrastructure.

3061.2.2 Herbicides will not be broadly applied to a greenbelt area and only spot applications will be used to eliminate a targeted plant or invasive species.

3061.2.3 Topping of trees is completely prohibited. If a tree is a threat to overhead power lines, the limbs presenting the threat will be trimmed; or, if the entire tree is a threat by falling into overhead power lines, then it will be removed. If an entire tree is felled, there is no requirement to remove the stump.

3061.2.4 Lower limbs of trees will be cut to a minimum height of 6' above the nearest ground elevation of the tree, or, where there is significant undergrowth, to a height which would be sufficient to prevent a wildfire on the ground from reaching the lowest limbs of the tree.

3061.2.5 Brush growing within 8' of any adjacent road (in the County right of way) to the greenbelt may also be removed if it presents a visibility safety hazard in respect to the close proximity of the road.

3061.3 This policy will also create the opportunity for property owners who live immediately adjacent to a RID greenbelt property to participate in the management of such greenbelts. Individual property owners who wish to volunteer their time and energy to assist in the greenbelt landscape management do so at their own cost and they must comply with the following provisions:

3061.3.1 Prior to undertaking any actions in the greenbelt immediately adjacent to their own property, the owner of the property must submit a request in writing to the RID that they would like to volunteer in the RID greenbelt management plan for this property.

3061.3.2 Once such participation has been approved by the RID GM, the owner of the property will submit in writing (and support with drawings and/or photos) their plan for activities and or landscape maintenance in the target greenbelt. The submitted plan must meet the requirements of paragraph 3061.2 of this policy and comply with Ordinance 54. Applicants shall obtain an encroachment permit and sign a hold harmless agreement with the District for the project.

3061.3.2.1 The plan must state whether the landscape management procedures/activities are for aesthetic quality and/or wildfire abatement. If for aesthetic quality only, the activities will be limited to only the property boundary between the greenbelt and the property owner's land, and then extend to a maximum of 10 feet into the greenbelt.

3021.3.2.2 If the property owner chooses to use a landscape contractor to do the work, such contractor will be identified in the plan and must be a licensed and insured contractor.

3061.3.3 The RID GM, or a designated RID representative may schedule a meeting with the property owner to discuss the plan and/or walk the greenbelt property with the property owner to gain better clarity of the plan and insure the property owner's planned activities will not threaten any RID utilities infrastructure.

3061.3.4 Upon receiving written permission from the RID to proceed with the submitted plan, the property owner can proceed with completing the plan and will submit written notification when the plan is completed. The RID GM or a designated representative may check the greenbelt work completed at any time and make any changes necessary to the plan to insure compliance with this policy.

3061.3.5 Any burning of cuttings is the sole responsibility of the individual, and all burn permits must be obtained by the property owner. Burning must comply with all current daily requirements established by CDF and the Air Quality Management District (AQMD). Additionally, if the burning is permitted, it will be done in compliance with those permits and conducted in such a manner that it does not threaten the greenbelt or adjacent private properties through spreading. Wind and other atmospheric and ground conditions must be considered prior to burning in order to complete a responsible and safe burn.

3061.4 In accordance with established procedures, The Board of Directors may modify or rescind this policy at any time they believe it necessary to do so. Additionally, the Board of Directors may re-designate priorities upon receiving any quarterly updates from the GM.

Adopted: 09/19/13

Revised:

RESORT IMPROVEMENT DISTRICT NO. 1

Application for Encroachment Permit

Hold Harmless Agreement

Ordinance No. 54

RESORT IMPROVEMENT DISTRICT NO. 1

APPLICATION FOR AN ENCROACHMENT PERMIT

In compliance with the provisions of Ordinance No. 54 of the Resort Improvement District No. 1, the undersigned hereby applies for permission to encroach upon District property known by Assessor's Parcel # _____.

Name of Applicant _____ Date _____

Address _____

Telephone No. _____

Purpose of Encroachment: _____

Extend of project: _____

Estimated dates of commencement and completion:

Commence: _____ Complete: _____

If a contractor is to be used, furnish the following information:

Name: _____ License No. _____

Primary place of business: _____

A map, plot, sketch, diagram or similar exhibit may be required before a permit is issued. The permittee shall remove all debris from the site and replace and restore the public property as directed by the General Manager.

In asking for this permit, I certify that I have read and understand Ordinance No. 54 (attached). I further agree to comply with any special provisions indicated on this application.

Applicant's signature _____

HOLD HARMLESS AGREEMENT

I, _____, shall hold harmless, indemnify and defend the Resort Improvement District No. 1, its officers, agents and employees with respect to any and all claims and damages of any nature, whether for personal injuries, death or property damages arising out of my use of the District's property as provided in this Encroachment Permit.

Signature

Date

Conditions of permit:

Proof of Liability Insurance required: _____

Special provisions for this project: _____

* * * * *

Encroachment Permit is hereby granted to _____

Justin R. Robbins, General Manager
Resort Improvement District No. 1

Date