

RESOLUTION #16-__

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SADDLE CREEK COMMUNITY SERVICES DISTRICT EXTENDING APPRECIATION TO KENT LAZARUS FOR HIS SERVICE ON THE BOARD OF DIRECTORS

WHEREAS, Director Kent Lazarus was appointed to the Board of Directors of the Saddle Creek Community Services District on _____, where he diligently served until December 2015; and

WHEREAS, Director Lazarus (AKA Kent) spent significant time learning and researching the needs of the community and reflecting those in his actions on the Board; and

WHEREAS, Kent's expertise and background in the realities of business was a significant benefit to the policy direction and management of the District; and

WHEREAS, Kent's concern for the District was deep and he was diligent and constantly questioning to determine what surprises or unknown issues may be hiding around the corner; and

WHEREAS, Kent was respected for his cool demeanor and thoughtful discussions with the public and within the Board; and

WHEREAS, Kent served as a barometer for management during meetings, as you could always read the concern and question on Kent's face to mean "can you please just give me the summary of that".

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of the Saddle Creek Community Services District does hereby extend its appreciation on behalf of the community to Director Kent Lazarus for his service on the Board of Directors.

THE FOREGOING RESOLUTION was introduced at a regular meeting of the Saddle Creek Community Services District held on March 15, 2016 and was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Sue Russ, President
Board of Directors

Michele Menzies, Board Secretary

Saddle Creek Community Services District

Regular Meeting of March 15, 2016

AGENDA SUPPORTING DATA

8. NEW BUSINESS

- b. Adoption of a Resolution approving an agreement containing the terms, conditions and financial arrangements for the staffing and operation of the community entrance gates (Castle & Cooke California, Inc).

Background

At the March 1, 2016 special Board meeting, staff was directed to work with Castle & Cooke to iron out the conditions for operation of the privacy gate, maintaining the same schedule as previously approved and paid by Castle & Cooke. Since the March 1 meeting, well over 50 written letters and emails have been received by the District unanimously requesting that the gates be left closed 24 hours per day, seven days per week.

Considering the Board's direction and public comments received, a draft agreement between the District and Castle & Cooke was developed by District management to address:

- The short term agreement between the parties to allow for District Privacy Officer staffing of the gate during the approved schedule (shown on the attached Agreement, Exhibit A).
- The longer term permanent solution to the Golf Course needs for general public access to their facilities, by installing new gates in two locations at the entrances to the residential community.

The draft agreement requires that Castle & Cooke address the gate relocation at their earliest possible time, with the requirement for the parties to enter into a Development Agreement which outlines all of the schedules, terms and conditions of the gate relocation project.

The draft agreement also requires the advancement of construction of the second road access into the community. The second road access is required of Castle & Cooke as a condition of the Saddle Creek final (recorded) map. This condition has been added to the draft agreement due to the fact that construction of this second entrance will ultimately improve community access, increase community safety in the event of an emergency, and need to be considered as to how it affects the required location(s) of the new gates to be installed to allow public access to the golf course. Again, the final details of construction timing and other responsibilities will be worked out in the required Development Agreement.

Castle & Cooke has not yet endorsed all of the provisions of this draft agreement as written. The Board has the ability to accept or modify any of the terms and conditions of the draft agreement at this meeting. The agreement can be approved at this meeting or delayed for a future meeting, however if delayed, the Board should provide direction at this meeting allowing staff to:

- Hire or contract for Privacy Officer staffing, with the understanding that Castle & Cooke will cover the associated cost
- Establish an administrative fee. For this particular contract a fee of 25% is recommended to be added to the reimbursement bill to cover District costs.

Recommended Motion

I move to adopt Resolution 2016-___, approving an agreement with Castle & Cooke for the operation of the privacy gate.

**SADDLE CREEK ENTRANCE (PRIVACY) GATE OPERATING AGREEMENT
BETWEEN
SADDLE CREEK COMMUNITY SERVICES DISTRICT
AND
CASTLE & COOKE**

This Saddle Creek Privacy Gate Operating Agreement (“Agreement”) is entered into on the 15th day of March, 2016 by and between Saddle Creek Community Services District, a political subdivision of the State of California and a community services district formed pursuant to the provisions of California Government Code section 61000 et seq., hereinafter referred to as “District” and Castle & Cooke California, Inc, DBA Saddle Creek Golf Course, a California Corporation, hereinafter referred to collectively as “Castle & Cooke”.

RECITALS

1. Castle & Cooke is the owner of certain real property situated in the County of Calaveras, State of California, commonly known as Saddle Creek Golf Course which includes an 18-hole golf course, lodge, retail shops, restaurant, rental lodging units and other commercial enterprises, herein referred to as “Golf Course”, and all of which are open to the general public.
2. District is community services district formed and operating pursuant to California Government Code Section 61000 et seq and authorized to provide certain public services to the Saddle Creek community within its boundaries. The authorized services include mosquito abatement and road system maintenance including storm drains, street lights, asphalt surfacing, common landscape area maintenance and operation of a community entrance control gate.
3. The Saddle Creek Community was developed and sold by Castle & Cooke California, Inc. as a gated (entrance) community, with privacy access gates installed to be controlled by personnel located in the gate operations building (gatehouse).
4. The Final Map for the development of the Saddle Creek community, as approved by the County of Calaveras, requires that Castle & Cooke construct two separate means for road ingress and egress to the community. The properties within the Saddle Creek community were allowed to be

sold and built upon with only a single road entrance completed initially, under agreement with the County that as more homes were built; the required second entrance, which serves as a second means of access to communities for public safety purposes. would be completed. Castle & Cooke has requested, for their convenience and potential redesign of the second access gate location, the delay of construction of the second entrance pending the development of future phases of the Saddle Creek development.

5. District is authorized by California Government Code Section 61110 within its boundaries to acquire, construct, improve, and maintain streets, roads, rights-of-way, bridges, culverts, drains, curbs, gutters, sidewalks, and any incidental works.
6. District is further specifically authorized by California Government Code 61105(g) to, for roads owned by the district and that are not formally dedicated to or kept open for use by the public for the purpose of vehicular travel, by ordinance, limit access to and the use of those roads to the landowners and residents of the District.
7. District has adopted Ordinance 03-002 and Administrative Rules and Regulations Section 2003-1 describing the conditions for entrance into the Saddle Creek community and prescribing the conditions for operation of the Privacy Entrance Gate applicable to residents, owners and Castle & Cooke. The District has installed automated controls and security monitoring systems to provide for continuous remote monitoring and control of the gate system, which is located at the primary entrance to the community in a configuration that regulates all traffic into the community for all purposes including to residences and the golf course facilities.
8. District has the responsibility and obligation under California law to adopt standard specifications and standard details for the construction of works of public improvements such as those regulating road design and construction. The purpose of District standards are to ensure public road longevity, operating cost efficiency and associated public safety. Accordingly, the District enters into agreements with land developers such as Castle & Cooke to ensure the timeliness and quality of construction of road improvements associated with development projects.
9. Public input to the District Board of Directors overwhelmingly favors that the community entrance gates remain closed 24 hours per day, seven days per week to restrict access to only

authorized persons.

10. Castle & Cooke desires that the entrance gates be operated in a manner to allow convenient access by the general public to its commercial operations associated with the Golf Course and Lodge.
11. District and Castle & Cooke agree that the long term solution to the entrance gate operation is to relocate the main entrance gates to allow general public access to the Golf Course facilities while providing the District with gates in locations that maximize the privacy and tranquility of the residential portions of the community under the authority of the District.
12. District wishes to facilitate the needs and interests of Golf Course in an agreement that details the roles, responsibilities and obligations of all parties as they relate to the current and future operation of Saddle Creek community access gates.

NOW, THEREFORE, in consideration of the authorities and responsibilities of the District as detailed above, the promises, mutual obligations and agreements herein contained, the parties hereby agree as follows:

1. Short Term Gate Operating Agreement. The community entrance gate will be operated in accordance with the operating schedule in place between the parties as of February 22, 2013, as detailed in Exhibit A to this agreement.

During those times and dates when the gate is closed and staffed as detailed above, the District will provide a Privacy Officer operating in accordance with Ordinance 03 – 002 which regulates entrance onto roads under the exclusive control of the District, and District Administrative Regulations 2003-1, which establishes privacy gate rules for residents, owners and Castle & Cooke.

2. Necessary Changes in Gate Operating Conditions. Based on conditions existing within the community, the District retains the authority and responsibility to modify the days, hours and method of operation of the entrance gates, and to prescribe such rules and regulations for its operation as it deems necessary. Any changes in staffed days or hours of gate operation must be approved by Resolution of the District Board of Directors, and shall replace and update Exhibit A to this agreement upon its adoption.

3. Cost for Short Term Gate Operation. Castle & Cooke shall on a monthly basis and within 30 days of billing reimburse all District's costs of privacy gate operation associated with Privacy Officer staffing, including:
- a. Employee or contractor expenses - All direct and indirect employment expenses, direct cost of contracting with temporary staffing or security firms or other staffing contractors, as determined by the District.
 - b. Building costs - Costs associated with operating the gate entrance building including office and restroom supplies and equipment, any utility costs such as water, sewer, electricity and gas not already paid directly by Castle & Cooke.
 - c. Administrative costs – An administrative fee in the amount of 20% will be charged to cover the District's cost of providing and managing the gate staffing services. The Administrative Fee is calculated based on the total monthly bill for employee and building operating costs as described above.

Based on the circumstances resulting in changes of gate hours or days staffed, the party responsible for the change will pay their proportional share of any associated operating cost increase.

4. Relocation of Existing Entrance Gates. Castle & Cooke will, at their expense complete the design, planning, permitting and construction of the new and relocated gates and related signage, streetlights, conduits, electrical, security cameras, road realignments, pavement striping and other work to relocate and reconstruct the primary entrance gates to new location(s) as determined necessary by the District. The new location of the entrance gates will be so configured to allow public access to Golf Course facilities while allowing full control of access to the residential community. Construction of the gate relocation work will be completed as quickly as possible as further detailed in a Development Agreement between the parties as described below.
5. Construction of Second Community Access. Castle & Cooke will, in compliance with District construction standards complete the planning, design and permitting of the second Saddle Creek community entrance as required by the County of Calaveras in the final map for the Saddle Creek development. Construction of the second entrance will begin as soon as possible with the final

completion date, financial assurances and other construction terms and conditions to be detailed in the Development Agreement required below.

6. Performance and Completion Bonding. Completion of the main entrance gate relocation is critical to the success of this agreement and the District's ability to allow the above described short term, staffed operation of the gates. Therefore, the Development Agreement will require that Castle & Cooke provide bonds acceptable to the District or cash deposits in the amount of 100% of the estimated cost of the installation of the two new gates necessary as detailed above. A preliminary cost estimate is attached hereto as Exhibit B. The bonds or cash shall guarantee the faithful completion of the gate relocation work in accordance with District standards and according to the schedule agreed upon in the Development Agreement.
7. Development Agreement. Castle & Cooke and District shall enter into an agreement (Development Agreement) addressing the construction related conditions contained in this Agreement and to detail the roles and responsibilities of the parties in planning and construction of the relocated gates and second community access. The Development Agreement will document requirements including, but not limited to construction standards, inspections, contracting requirements, construction impact to existing roads and facilities, schedules, bonding/completion requirements, and associated District fees and charges.
8. Term of Agreement. This Agreement shall be effective for a period of one year from the date of its execution by both parties, and may be terminated by Castle & Cooke by providing 30 days advance written notice to the District and paying all outstanding reimbursement invoices. The District may terminate this Agreement immediately with cause due to the default or breach of Castle & Cooke as described below.

In the event the District determines that evidence exists to require a change in the operating days and hours described herein, the District may by action of the Board:

- a. Terminate the Agreement immediately to allow for the necessary changes in gate operation, or
- b. Immediately make the necessary operational changes while continuing to provide Privacy Officers to allow access to Golf Course facilities while the parties are faithfully developing

an amended Agreement to address the changes in operation and cost.

9. Default or Breach. In the event that Castle & Cooke fails to perform their obligations under this Agreement, the District will provide a thirty-day advance notice requiring that the failed condition be immediately cured, and after the thirty-first day may discontinue providing Privacy Officers for the entrance gate and return the gate to automatic control, and/or terminate this agreement.

10. Miscellaneous Provisions

- a. Liability and Property Damage Insurance. Castle & Cooke shall provide a certificate of insurance and endorsement naming the District, its officers and agents as additionally insured under its property/liability insurance policies.
- b. Indemnification. Castle & Cooke hereby agrees to defend, indemnify, hold harmless and protect District from and against any and all claims, losses, damages, liabilities, suits, costs (including attorneys' fees) as a result of personal injury and/or property damage in connection with or arising out of operating the entrance gate in accordance with this Agreement.

11. Notices. All notices hereunder must be writing and, unless otherwise provided herein, shall be deemed valid if sent by certified mail, return receipt requested, addressed as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice.).

Should Castle & Cooke or District have a change of address, the other party shall immediately be notified as provided in this paragraph of such change.

District: Saddle Creek Community Services District
 Attention: General Manager
 1000 Saddle Creek Dr
 Copperopolis, California 95228

Castle & Cooke: _____

12. Successors and assigns. This agreement shall inure to the benefit of future successors of Castle & Cooke; who shall have the same rights and obligations under this agreement.

IN WITNESS WHEREOF, Castle & Cooke and District have duly executed this Agreement on the day and year first above written.

SADDLE CREEK COMMUNITY SERVICES DISTRICT

Sue Russ/President of the Board

ATTEST: _____
Michele Menzies/Secretary of the Board

Castle & Cooke _____

By: _____

EXHIBIT A

**Entrance Gate Operating Agreement Between Saddle Creek CSD
and
Castle & Cooke, Inc.**

Gate Hours as of February 22, 2013 and Reaffirmed on March 15, 2016

Gate Open & Unattended

Monday-Friday: 6:45 am – 5:00 pm

Gate Closed and Staffed

Friday: 5:00 pm – 8:00 pm

Saturday: 6:45 am – 8:00 pm

Sunday: 6:45 am – 5:00 pm

Gates Closed and Staffed from 6:45 am – 5:00 pm on the following holidays:

- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

EXHIBIT B
 Saddle Creek CSD
 Entrance Gate Relocation Project Budget Estimate

Item	2013 Pricing Quotes	2017 Budget Estimates
Planning, design, permitting	\$ 41,203	\$ 45,323
Basic Gates installed	\$ 62,748	\$ 69,023
Cameras and DVR	\$ 10,855	\$ 11,941
Underground conduit and connection to existing system	\$ 37,410	\$ 41,151
Streetlights	\$ 30,000	\$ 33,000
Turnaround or widening of road	\$ 50,000	\$ 55,000
Repair landscape	\$ 5,000	\$ 5,500
Aesthetic improvements such as rock columns	\$ 10,000	\$ 11,000
Construction Contingency (20%)	\$ 41,203	\$ 45,323
Totals	\$ 288,418	\$317,260

RESOLUTION NO. 2016-____

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SADDLE CREEK COMMUNITY SERVICES DISTRICT
APPROVING AGREEMENT WITH CASTLE & COOKE
REGARDING OPERATION OF THE PRIVACY GATE**

WHEREAS, the District is responsible for operation and maintenance of the Saddle Creek community roads and the related privacy access gate; and

WHEREAS, the District has adopted various regulations governing the operation of the privacy gates, which are intended to maximize the tranquility and privacy of the property owners and residents of the community; and

WHEREAS, Castle & Cooke operates the Saddle Creek Golf Course and related commercial businesses which require access by the general public for their success; and

WHEREAS, Castle & Cooke has requested that the District assist in facilitating public access to the Golf Course facilities through the privacy gate by means of an agreement that details the roles, responsibilities and costs of both parties in operation of the privacy gates.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE SADDLE CREEK COMMUNITY SERVICES DISTRICT DOES HEREBY approve the attached Saddle Creek Entrance (Privacy) Gate Operating Agreement.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Saddle Creek Community Services District on March 15, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

CERTIFICATE OF SECRETARY

I, Michele Menzies, the duly appointed and acting Secretary of the Board of Directors of the Saddle Creek Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Saddle Creek Community Services District, duly called and held on March 15, 2016.

DATED: _____.

Saddle Creek Community Services District

Regular Meeting of March 15, 2016

AGENDA SUPPORTING DATA

8. NEW BUSINESS

- c. Adoption of a Resolution approving various non-substantive updates and definition changes to the District Administrative Regulations 2003-1, Privacy Gate Rules for Owners, Residents and Castle & Cooke, Inc.

Background

The District has adopted attached Ordinance 03-002 which establishes regulations for the control of entrance onto roadways under the control of the CSD. To implement and prescribe the conditions of this Ordinance, the District adopted Administrative Regulations 2003-1 specifically describing the rules for operation of the Privacy Gate.

Several of the provisions of Regulation 2003-1 are specific in reference to a particular person, making the regulation outdated and incorrect when staff changes or phone numbers change. Since this regulation is an approved policy of the Board, it must be amended by action of the Board. The regulation is included with this agenda and contains proposed red line deletions and wording in the comment fields, inserted.

Recommended Motion

I move to adopt Resolution 2016-____, approving various non-substantive updates and definition changes to the District Administrative Regulations 2003-1, Privacy Gate Rules for Owners, Residents and Castle & Cooke, Inc.

SADDLE CREEK COMMUNITY SERVICE DISTRICT

PROPOSED ORDINANCE NO 03-002

AN ORDINANCE OF THE SADDLE CREEK COMMUNITY SERVICES DISTRICT ESTABLISHING REGULATIONS FOR THE CONTROL OF ENTRY ONTO ROADWAYS UNDER THE EXCLUSIVE CONTROL OF THE DISTRICT

It is ordained by the Saddle Creek Community Services District as follows:

Section 1: The purpose of this Ordinance is to provide the highest degree of privacy and tranquility possible for Saddle Creek Community Services District residents, property owners, businesses and visitors.

As permitted under authority of California Government Code Section 6121.8, the Board of Directors of Saddle Creek Community Services District does hereby adopt the following regulations for the control of access onto roadways under the exclusive control of the District.

A. **Permits for Entry and Exit of Vehicles:** The Saddle Creek Community Services District General manager shall authorize by permit entry and exit of vehicles onto roadways under exclusive control of the District. These entry and exit locations shall be established by the District's General manager, any may be controlled or monitored by surveillance personnel, cameras or other such methods.

B. It shall be unlawful for a vehicle to enter or exit District roadways except at established entry and exit locations established by the District, and without a valid permit issued by the District.

C. **Temporary Access Locations:** The Saddle Creek community Services District General Manager or his/her designee may conditionally designate temporary entry and access locations for the purpose of accommodating construction vehicles, special events, or other such needs. A temporary access location shall remain in effect for the duration deemed necessary by the General Manager or his/her designee.

D. **Temporary Closure of Roadways:** The Saddle Creek Community Services District General Manager or his/her designee may close or restrict the use of any roadway under the exclusive control of the District whenever he/she determines such action is necessary for repair work, special events, to accommodate construction, or in response to an emergency situation. The closure or restrictions shall remain in effect for the duration deemed necessary by the General Manager or his/her designee.

E. **Penalty for Violation:** Violation of any provisions set forth in this Ordinance, including all applicable regulations for Entry and Use of District Roadways shall be considered an misdemeanor.

F. **Severability:** In the event a court finds any provisions of this Ordinance to be invalid, the remaining provisions shall remain in full force and effect.

This Ordinance shall become effective immediately upon adoption by the Board. The Secretary of the Board is directed to arrange for its posting in three (3) locations in the District available to the public.

Introduced this _____ day of _____, 2003.

PASSED, APPROVED AND as an Ordinance of the Board of Directors of Saddle Creek Community Services District at a regular meeting thereof held on the _____ day of _____, 2003, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Charles Robinson, President

Christine Jette, Secretary

**SADDLE CREEK COMMUNITY SERVICES DISTRICT
PRIVACY GATE RULES FOR RESIDENTS, OWNERS AND
CASTLE & COOKE, INC.**

ADMINISTRATIVE REGULATIONS SECTION 2003-1
EFFECTIVE DATE: OCTOBER 11, 2003

A. DESCRIPTION OF FACILITY

SADDLE CREEK is an upscale planned development of single-family homes and rental bungalows located on the western side of Calaveras County. A primary focal point of the community is the semi-private championship golf course that can be viewed throughout the development. Other privately owned on-site facilities include a golf club house, fitness center and restaurant facility.

Established August 19, 1995, by LAFCO Resolution No. 95-03, SADDLE CREEK COMMUNITY SERVICES DISTRICT (SCCSD) is the agency responsible for local governance of SADDLE CREEK. The District is served by a five member Board of Directors elected for four (4) year terms by majority vote of the registered voters within the District.

The Board of Directors are vested with the authority to enact Ordinances (Laws), policies and procedures considered necessary to insure the safety and welfare of District residents and guests and to provide for the operational concerns of the District. Ordinances, policies and practices established by the District are subject to the same considerations and have the same force and effect as laws, policies and procedures enacted by other governmental agencies; cities, counties, state or federal.

B. PURPOSE OF REGULATIONS

The purpose of these regulations are to minimize problems and confusion through the establishment of specific written guidelines governing access into SCCSD. Residents, property owners and other interested parties are encouraged to contact the SCCSD's General Manager (Charlie Martin - phone no. 209-295-3414 or e-mail "~~modoninc@volcano.net~~") or a Board Member if they have questions or comments on any or all parts of the regulations.

C. EMERGENCY SERVICE PROVIDER(S)

Privacy Officers are contract employees who serve under the exclusive direction of SCCSD. Their purpose is to insure the privacy of SADDLE CREEK residents and visitors through the monitoring/control of access through the Main Gate. Additionally they provide information, directions and assistance to residents and visitors when appropriate.

Privacy Officers are not permitted to leave their post at the Main Gate unless specifically instructed to do so by the SCCSD General Manager or his/her designated representative.

Privacy Officers do not have Police Authority nor are they Security Officers. In the event they observe or are advised of an emergency situation their response will be to contact the responsible Emergency Provider; Sheriff, Fire Department, Ambulance, etc.

The following agencies are responsible for providing emergency services to SADDLE CREEK and should be contacted directly when an emergency situation arises:

- | | | |
|--------------------|---------------------------------------|-------------------------------------|
| 1. Police Services | Calaveras County Sheriff | Non-Emergency No.
(209) 754-6500 |
| 2. Fire Services | Copperopolis Fire Protection District | Non-Emergency No.
(209) 785-2393 |


Note: FOR ALL POLICE, FIRE AND MEDICAL EMERGENCIES CALL 911

D. ESTABLISHMENT OF ADMINISTRATIVE REGULATIONS FOR ACCESS TO ROADWAYS UNDER THE CONTROL OF SADDLE CREEK COMMUNITY SERVICES DISTRICT

As permitted under authority of Government Code § 6121.8 and SCCSD Ordinance 2003-02, the following Administrative Regulations for control of vehicle access onto roadways under the exclusive control of SCCSD.

The purpose of this restricted/controlled access is to provide residents, owners and visitors with the highest degree of privacy and tranquility possible.

E. ESTABLISHMENT OF ENTRY AND EXIT LOCATIONS

Main Access: The established access point for residents, property owners, visitors, and on-site business employees is the Main Gate located just off Little John Road on Saddle Creek Drive. As authorized by the SCCSD Board of Directors, access through the Main Gate is controlled by computer activated gates and/or Privacy Officers. 

Construction Access: A temporary access for construction vehicles has been established approximately 100 yards south of the main entrance at Saddle Creek Drive. This unimproved roadway is accessed from Little John Road. The purpose of this temporary access is to minimize the amount of construction traffic on improved street such as Saddle Creek Drive. Whenever possible construction vehicles/employees shall enter and exit through this temporary access. Additional temporary access points may be authorized by the District should future need arise.

F. ACCESS BY RESIDENTS, PROPERTY OWNERS AND DESIGNATED EMPLOYEES OF CASTLE AND COOKE, INC. (C&C)

Residents, property owners and designated C&C employees are to enter and exit SCCSD through the Main Gate. When possible the right gate entry should be used. Entry is considered as being authorized by your use of the gate opener on the right (Resident) entry gate. Gate openers will be provided in accordance with the following guidelines:

1. Gate Opener Policy:

a) SCCSD will provide, without charge, two (2) programmed, hand held gate opener (transmitter) for each improved residential parcel located within the District. Additional hand-held gate openers may be purchased from SCCSD at the Districts cost plus a programming fee of \$10. Please note, only those openers obtained from SCCSD will activate the gate software.

b) SCCSD will program, without charge, two (2) properly equipped vehicles (if compatible with gate software) for each improved residential parcel. A \$10 fee will be required to program additional vehicles.

c) SCCSD will provide programmed, hand held gate openers and program vehicles owned by C&C in accordance with agreements reached between SCCSD and C&C. The C&C Development Manager or Golf Operations Manager must initiate all requests for hand held gate openers or vehicle programming.

2. Obtaining/Programming Gate Openers:

Contact the ~~SCCSD On-Site Maintenance Manager, Greg Hebard - cell number 209-768-5678~~ to obtain/purchase a hand held Gate Opener or to program a vehicle. The providing/programming of gate openers/vehicles will be done by appointment only.

3. Resident, Owner, Designated C&C Employee - Entry Procedure Without Gate Opener:

In the event a resident, property owner or designated C&C employee has forgotten his/her gate opener or the opener is not working properly, entry should be made in the left lane when Privacy Officers are on duty. If the Privacy Officer does not know the person, the individual(s) will be asked to produce identification (driver license, etc.) in order to confirm that entry into SADDLE CREEK is authorized.

G. ACCESS BY PERSONS OTHER THEN A RESIDENT, PROPERTY OWNER OR DESIGNATED CASTLE & COOKE, INC. EMPLOYEES

1. Persons Visiting a Resident:


Visitors are permitted to enter SCCSD at any time, day or night, provided that one of the following conditions is met:

a) The visitor(s) is listed on the residents' Permanent Guest List. Please note that it is the responsibility of the resident to insure that his/her Permanent Guest List is kept up to date. Failure to do so may result in entry being allowed to persons no longer welcome by the resident.

b) The resident to be visited verbally notifies the Privacy Officer (in person, by telephone – 209-785-8700 or by means of the entry call box) that he/she

approves the visitor(s) entry. Please note that when more than five (5) guests are expected for a party or other special occasion Written Notification is required.

c) The Privacy Officer has received specific written and signed instructions from a resident to admit a visitor or visitors during a specified time period. In order to prevent delays in admitting, residents should include the full name of all expected visitors.

Permanent and Temporary Guest Lists are available at the Main Gate, on the District's website (SaddleCreekCSD.org) or can be obtained from the On-Site Maintenance Manager (~~Greg Hebard~~) by calling (209) ~~768-5678~~. 

Privacy Officers will always attempt to contact a resident whenever an unexpected visitor(s) arrives, but if the resident does not respond, entry will not be permitted.

2. Access by Service Persons (Includes Package and Parcel Deliveries):

Service Persons such as house cleaners, pool cleaners, plumbers, etc, will be permitted access by Privacy Officers only under the following conditions:

a) The resident using the service verbally notifies the Privacy Officer (in person, by telephone – 209-785-8700 or by means of the entry call box) that he/she approves entry.

b) The Privacy Officer has written and signed instructions from the resident to admit the service person.

Privacy Officers will always attempt to contact the resident when an unexpected Service Person or Delivery Person request entry, but if the resident does not respond, entry will not be permitted.

3. Access by Moving Vans:

Moving Vans will not be permitted without a specific verbal or written request of the resident who is moving into or from SCCSD. When the Privacy Officer does not know the resident, a legally acceptable form of picture identification (driver license, California I.D. Card, etc.) will be required. Additionally, the Privacy Officer shall review and record the license plate number(s) (and state) of the moving van(s) and the operator's driver license number(s) (and state).

4. Access by News Media:

News services (radio, television, news paper reporters, etc.) will not be admitted unless authorized by a resident, owner, C&C On-Site Development Manager or Golf Operations Manager, the SCCSD General Manager, or the SCCSD Board of Directors.

5. Access by Solicitors-Prohibited:

Access for the purpose of soliciting (including by residents) is not permitted.

6. Access by Process Servers:

The SCCSD is legally required to admit process servers, whether they are peace officers or private persons. After a process server has properly identified his/her purpose, entry will be permitted. In the case of a private process server, the Privacy Officer will attempt to notify the resident a process server has been admitted. In the event the process server is a Peace Officer engaging in his/her official duties, the Privacy Officer shall not attempt to notify the resident of his/her entry.

7. Access to Golf Course, Rental Bungalows, Restaurant, Sales Office and All Other C&C Owned/Controlled Facilities:

Access to the golf course and all other C&C owned/controlled facilities shall be handled in accordance with written procedures developed with the input of the C&C On-Site Development Manager and/or Golf Operations Manager. These procedures will be set forth in Administrative Regulation Section 2003-02.

8. Access by Utility Companies

While engaged in official business, employees of utility companies such as Calaveras County Water District, Pacific Gas and Electric, Calaveras Telephone, etc. will be permitted.

9. Access by Police, Fire and Other Governmental Agencies

While engaging in official business, sheriff department employees, fire and all other governmental employees have the right to enter the District.

H. ACCEPTANCE OF PACKAGES OR OTHER DELIVERIES BY PRIVACY OFFICERS IS PROHIBITED

Privacy Officers are strictly prohibited from accepting packages or other types of deliveries being sent to or received by a resident.

RESOLUTION NO. 2016-____

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SADDLE CREEK COMMUNITY SERVICES DISTRICT
AMENDING ADMINISTRATIVE REGULATIONS 2003-1
PRIVACY GATE RULES FOR OWNERS, RESIDENTS AND CASTLE
& COOKE**

WHEREAS, the District adopts policies for the orderly regulation of the day to day affairs of the District; and

WHEREAS, regular amendments to District policies are required to reflect current needs and operating conditions; and

WHEREAS, current Administrative Regulations 2003-1 contains personal email addresses and phone numbers for past employees, which requires policy modification with all changes in staff; and

WHEREAS, the current regulation also contains outdated fee amounts which are more efficiently contained by reference to an annually updated fee schedule.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE SADDLE CREEK COMMUNITY SERVICES DISTRICT DOES HEREBY approve the attached revisions to the Administrative Regulations 2003-1.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Saddle Creek Community Services District on March 15, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

CERTIFICATE OF SECRETARY

I, Michele Menzies, the duly appointed and acting Secretary of the Board of Directors of the Saddle Creek Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Saddle Creek Community Services District, duly called and held on March 15, 2016.

DATED: _____.

Saddle Creek Community Services District

Regular Meeting of March 15, 2016

AGENDA SUPPORTING DATA

8. NEW BUSINESS

- d. Consideration of designation of a member of the Saddle Creek CSD Board of Directors for potential appointment to the Calaveras County LAFCO Board of Directors.

Background

Attached you will find notification of two open seats for appointment on the Calaveras County Local Agency Formation Commission (LAFCO) Board. As you likely know, LAFCO is an independent body who makes decisions about the services provided by special districts and the boundaries they serve. Every 5 years, LAFCO is responsible for conducting a Municipal Service Review (MSR) for all special districts in the county. The MSR documents the services provided by each district, the financial viability of the services provided, opportunities for more efficient government, and the potential for consolidation or creation of new districts.

Only Board members can be appointed to LAFCO, and if nominated by our Board, there is still an appointment process in which all special district in the county have the opportunity to select their two LAFCO representatives. Appointment of a Saddle Creek CSD Board member to LAFCO does not necessarily mean that this body will make better decisions benefitting the Saddle Creek CSD. However, a voting seat at the table could mean the difference between support or not when it comes to voting on an inaccurate MSR or other LAFCO action.

I am a strong supporter of special districts representing our interests on LAFCO, and having a Saddle Creek CSD board member on LAFCO would raise our credibility and leadership within the special district community in the county. The nomination forms are due April 1, 2016 and the information on the position is attached.

Recommended Motion

I move to appoint _____ to serve as a Commissioner on the Calaveras County LAFCO.

CALAVERAS LOCAL AGENCY FORMATION COMMISSION

DATE: February 2, 2016

TO: Members of the Special District Board of Directors

FROM: John Benoit, LAFCO Executive Officer

SUBJECT: Nomination Ballot for Independent Special District Members and Alternate to fill Independent Special District seats on LAFCO

Calaveras LAFCO is in the process of seeking two sitting Independent Special District Board of Director Members to serve on LAFCO (two regular LAFCO members and one Alternate LAFCO member) to represent Independent Special Districts as members of the Calaveras Local Agency Formation Commission. These members will serve four-year terms ending in May 2020.

The Calaveras Local Agency Formation Commission is calling for nominations to seat two Regular Independent Special District Commissioners and one Alternate Independent Special District Commissioner to serve on the Local Agency Formation Commission.

LAFCO is requesting all nominations be received by LAFCO prior to 5:00 PM Friday, April 1st, 2016.

Not all Independent Special District Boards of Directors will desire or are in any way required to file nominations with LAFCO. Nominations can only be made by formal motion and vote of the Board of Directors.

Independent Special District representatives on LAFCO may not be an employee of a special district, the City of Angels Camp or the County. This nomination is for sitting Special District Board of Director Members only. The independent Special District representatives and alternate representative must be able and available to regularly attend Commission meetings and (or) hearings. An Independent Special District member, as are all other Commissioners, is required to file an annual Statement of Economic Interest.

The LAFCO Commission normally meets the fourth Monday at 6:00 PM of every month. There is a meeting stipend of \$50.00 per meeting for both regular and alternate members. The alternate member is encouraged to participate in all LAFCO processes but may only vote when a regular member is not present or otherwise is unable to participate in a given action before LAFCO.

Upon conclusion of this nomination process, a ballot to elect the LAFCO representatives will be mailed to each Independent Special District. Each Independent Special District Board will have one vote. The nominees receiving the highest number of votes will be

seated as an Independent Special District's regular member representatives for this term and the nominee receiving the third highest number of votes will be appointed the Independent Special District alternate.

The nomination period will close on Friday, April 1st 2016. Nomination Ballots must be received by 5:00 PM that day. If your Board of Directors desires to nominate one of your sitting Board of Director members to serve on LAFCO, please submit the attached nomination ballot to John Benoit, Executive Officer, P.O. Box 2694 Granite Bay, CA 95746 or by fax at (916) 797-7631 or by email johnbenoit@surewest.net by April 1st, 2016. If you have any questions please call (209) 754-6511 or 707.592.7528.

Calaveras Local Agency Formation Commission
NOMINATION BALLOT FOR CALAVERAS LAFCO
SPECIAL DISTRICT MEMBER

NOTE: Nominations can only be made by Formal Motion and Vote of the Board of Directors

Ballot for the Nomination of an Independent Special District Member to become an Independent Special District Representative on the Local Agency Formation Commission (LAFCO).

The _____ District

nominates _____ to become a candidate for an Independent Special District representative and (or) alternate to serve on the Calaveras LAFCO Commission for a term ending May 2016.

The nominee's contact information is as follows:

Email: _____

Phone: _____

Mailing Address: _____

Signature: Chair of the District Board of Directors

Date

Chair's Phone # _____

Please return this nomination ballot to LAFCO prior to 5:00 P.M. Friday, April 1st, 2016 to:

Calaveras LAFCO
John Benoit, Executive Officer
P.O. Box 2694
Granite Bay, CA 95746

Or: Fax (916) 797-7631

Or: Email: johnbenoit@surewest.net