

ORDINANCE NO. 84-1

AN ORDINANCE OF THE RANCHO MURIETA COMMUNITY SERVICES DISTRICT, ADDING CHAPTER 21 TO THE DISTRICT CODE, ESTABLISHING POLICIES AND REGULATING THE PROVISION OF AND CHARGES FOR SECURITY SERVICE BY THE DISTRICT

BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE RANCHO MURIETA COMMUNITY SERVICES DISTRICT, Rancho Murieta, Sacramento County, California, as follows:

SECTION ONE:

Chapter 21 is added to the District Code to read as follows:

Section 1.00 General Provisions

- 1.01 Title. This Chapter shall be known as the "Security Service Code" and may be cited as such.
- 1.02 Scope of Service. The provisions of this Chapter shall apply to security service in or affecting the territory of the Rancho Murieta Community Services District, and the type of service provided, the rates and charges therefor, the methods of collecting the rates and charges, penalties for violation of any of the provisions of this ordinance, and all other necessary and related matters concerning the provision of security service.

Section 2.00 Definitions

For the purposes of this Chapter, the following terms shall have the following meanings.

- 2.01 Board shall mean the Board of Directors of the Rancho Murieta Community Services District.
- 2.02 Customer shall mean a District resident or property owner to whom District service is provided.
- 2.03 District shall mean the Rancho Murieta Community Services District.
- 2.04 Manager shall mean the General Manager of the Rancho Murieta Community Services District.

2.05 Premises shall mean a parcel of real estate, including any improvements thereon, which is determined by the District to be a single unit for purposes of receiving, using and paying for service. In making this determination, the District shall take into consideration such factors as whether the unit could reasonably be subdivided and whether the unit is being used for a single enterprise or living unit.

2.06 Security Service shall mean that type or level of service, as identified in Section 3.00 herein, which is provided by the District to its customers.

Section 3.00 General Policies

3.01 The District shall provide security service to its customers located within the District. Security service may include:

- (a) Staffing the security gate located at the entrance to Rancho Murieta on the north side of Highway 16, 24 hours a day, 365 days a year;
- (b) Providing a twenty-four hour a day mobile patrol of the District and its boundaries;
- (c) Operating a radio communication system to maintain contact with external police, fire and other emergency services as well as the appropriate entities within the District;
- (d) Providing other related services such as first aid, fire fighting, and emergency medical assistance.
- (e) Monitoring, controlling and registering guests or invitees of District customers and other visitors within the District; and
- (f) Conducting such other activities as the Board in its discretion may authorize for the protection of District customers and their property.

3.02 The District shall provide security service, including a patrol and guard service, at such level or to such extent as the Board may from time to time deem appropriate and reasonable and in accordance with applicable law. The security service shall protect persons or property, to the extent reasonably possible, and prevent, to the extent reasonably possible, theft, vandalism or other loss or damage

to property of the parties through maintenance of the above-referenced surveillance.

- 3.03 The District shall provide security service to the extent reasonably possible and at such level or to such extent as determined by the Board. However, the good faith performance of the District's duties identified herein does not constitute a guarantee by the District to its customers against loss, damage, or injury to persons or property resulting from the acts of third parties.
- 3.04 The District and its representatives shall have the right to enter upon all properties to which security service is provided for the purposes of performing the duties identified in this Chapter. When possible, the District shall limit its entry to reasonable times of the day. No customer shall interfere with or attempt to hinder a District representative from entering the customer's premises as long as the District representative is performing the services identified herein.
- 3.05 The District, for the protection of its customers, shall monitor all guests and invitees of District's customers and other visitors to the District.
- 3.06 The District may contract or enter into any other joint or cooperative arrangement with Rancho Murieta Association or any other entity or person for Rancho Murieta Association or other entity or person to provide security service to the District's customers pursuant to this Chapter.

Section 4.00 Special Event Permit

- 4.01 The District shall grant or deny all permit applications for special events which may present special or atypical demands upon District security service in accordance with the procedures set forth in Section 4.00.
- 4.02 Prior to conducting or holding any event or activity within the District which is reasonably expected to involve 200 or more participants, spectators, or similar persons, excluding District customers, the sponsor of such event or activity shall apply for and receive a District special event permit.
- 4.03 The sponsor shall submit a permit application on a form provided by the District and shall pay an application fee of \$50 per event.

- 4.04 If the Manager determines the event or activity is likely to attract fewer than 500 participants, spectators, or similar persons, excluding District customers, the Manager shall have the authority to approve or disapprove the permit application.
- 4.05 If the Manager determines that the event or activity is likely to attract 500 or more participants, spectators, or similar persons, excluding District customers, the Manager shall submit the permit applications to the Board for its approval or disapproval.
- 4.06 The Board or the Manager may condition the approval of any permit application upon whatever conditions the Board or Manager deem reasonably necessary to protect the health, safety or welfare of the District and its customers and to provide services to its customers pursuant to this Code. Such conditions may include, but are not limited to, the payment in advance of the District's costs of providing security service relating to the special event and/or posting of a bond, deposit, evidence of insurance or other security as the Board or Manager may require.
- 4.07 The Board or Manager may disapprove a permit application on grounds reasonably relating to the District's provision of security or other service or to the health, safety, and welfare of the District's customers.
- 4.08 No fee or permit shall be required if the District Manager determines that the event will not create a demand for security services that exceeds the level of services which the District normally provides.

Section 5.00 Fees and Charges

- 5.01 Each customer within the District shall be charged and shall pay the applicable rates in the manner identified herein.
- 5.02 The monthly charges for security service shall be as follows:

<u>Type of Unit</u>	<u>Charge per Unit or Acre</u>
(a) Single family residence or townhouse lot	8.50
(b) Mobile home lot	3.60
(c) Agricultural land per acre	.50
(d) Undeveloped residential land per acre	6.00

*Amended 5/14/86
See 86-4
Amended 11-16-88
88-9
Amended 6-15-88
88-4
Amended 6-29-87
87-10*

(e)	Commercial land per acre, except as otherwise specified	20.00
(f)	Noncommercial land per acre, except as otherwise specified	6.00
(g)	Rancho Murieta Country Club	5,500.00
(h)	Rancho Murieta Airport	800.00
(i)	Rancho Murieta Country Store	300.00
(j)	Rancho Murieta Equestrian Center	500.00
(k)	Rancho Murieta Training Center	800.00
(l)	Granlees Estate	22.00

The charge for other units not identified herein shall be determined by the Board based upon the demand placed on the District, and benefit received from the District, by the customer in proportion to the demand placed upon the District, and benefit received from the District, by its other customers identified above.

5.03 Except as otherwise specified herein, the charges for any District service or facility shall be collected together with, and not separately from the charges for other services and facilities rendered by the District to a customer. All District charges shall be billed on the same bill and collected as one item. Except as otherwise specified herein, the District shall bill directly each individual customer receiving security service and each lot or premises receiving security service. The monthly security service charge shall be payable by the customer and the owner of the property to which service is provided, if other than the customer. Each owner shall be liable to the District for payment of the monthly security service charge regardless of whether the owner is the customer.

5.04 The District may elect to send a composite bill for security services only to groups of customers when each of the following conditions are met:

- (a) The owners of the property receiving services have formally organized by writing into a homeowners' association or similar group;
- (b) The homeowners' association or similar group, through properly executed covenants, conditions, articles of incorporation, bylaws, or contract has the power to act as the sole agent for the owners or customers concerning security service charges in a manner which binds the individual owners or customers; and
- (c) The association or group enters into a written agreement with the District which provides, among other matters, that:

1. The association or group shall be responsible for and guarantee payment of all such charges within the time required by the District's rules and regulations, regardless of whether any single owner or customer has paid the owner's or customer's share of such charges to the association or group;

2. The District shall apply to and the association or group shall pay all delinquent, penalty and interest charges on the composite bill;

3. The District's bill or other notices to the association or group shall constitute a bill or other notice to each individual owner or customer, who shall agree that no other notice or bill to the individual owner or customer shall be necessary for, or a prerequisite to, the District's exercise of its powers to terminate service, place liens on the owner's property, or exercise any of the other legal remedies necessary to collect delinquent bills and charges; and

4. The bill shall consist of the sum of the total monthly security service charges for each owner or customer represented by the association or group, as well as security service to any common area or other unit represented by the association or group.

5.05 Bills for security service are due and payable when mailed or delivered. Bills are delinquent if the bills remain unpaid in part or whole for thirty (30) or more days after due.

5.06 The District may provide security service on a contractual or fee-for-service basis for any special event, as described in Section 4.00, or for any other activity within the District's boundaries, which requests or requires security services other than that routinely provided by the District.

Section 6.00 Collection of Rates and Charges

6.01 A one time basic penalty of ten percent (10%) of the charge or rate for a month shall be added to each delinquent charge for the first month the charge is delinquent. Thereafter, an additional penalty of one half percent (1/2%) per month shall be added to all delinquent charges and basic penalties remaining unpaid, until the District requests the Sacramento County Auditor to include the delinquencies on the tax roll, as set forth in Section 6.03. Monies paid

where any portion of any account is delinquent shall first be credited to the delinquent portion of the bill, and then to the current portion of the bill.

6.02 Delinquent charges remaining unpaid may be recorded as a lien with the County and, after recordation, shall constitute a lien upon all real property owned or thereafter acquired by the property owner in the County. The District shall include a statement to this effect on its bills to each property owner. The District may compile lists of such delinquent charges, and record them with the County Recorder as liens.

6.03 All rates, charges, penalties and interest which remain delinquent as of June 30 of each year may be collected in the same manner as the general taxes for the District for the forthcoming fiscal year, as follows:

- (a) The District shall prepare a written report, which shall be filed by the District Secretary. The report shall describe each parcel of real property for which there are any delinquencies in any rates or charges for services rendered to each premises during the preceding year, and the amount of the delinquency. The report of delinquent security service charges may be combined with the report of any other delinquent charges, as long as the report identifies the delinquent charges for each service for each premises.
- (b) The District Secretary shall publish notice of the report's filing and of the time and place of hearing on the report, prior to the date set for the hearing. The notice shall be published at least once a week for two weeks. The District Secretary shall also mail written notice of the report's filing to each property owner whose property or premises is identified as being subject to delinquent charges setting forth individually each property and each of the services and charges due for that property.
- (c) At the time stated in the notice, the Board shall hear and consider all objections or protests, if any, to the report concerning the delinquencies. Thereafter, the Board may adopt, revise, change, reduce, or modify any delinquency or overrule any or all objections thereto. The Board shall then make its determination on each delinquency identified in the report; the Board's determination shall be final.

(d) On or before August 10 of each year following the Board's hearing, the District Secretary shall file with the County Auditor a copy of the report, signed by the Secretary, stating the Board has adopted the report. The Secretary shall request the County Auditor to include the amount of delinquencies on the bills for taxes levied against the properties identified in the report.

6.04 In the event the District is required to bring legal action to enforce any provision of this Chapter, including but not limited to the collection of delinquent fees, penalties, or other charges, the District shall be entitled to recover its reasonable attorney's fees, interest, court costs, and any other costs incurred by the District in bringing such action.

6.05 As an alternative method of enforcing the provisions of this Chapter or of any other District ordinance, rule or regulation, the District shall have the authority pursuant to Government Code Section 61621 to discontinue any and all services provided by the District to a customer if all or part of any bill is not paid. Such discontinuance of service shall be in the following manner:

(a) At least ten days before the proposed discontinuance, the District shall provide written notice to the customer and the property owner, if other than the customer, of the District's intent to discontinue service and the procedure for, and the availability of, an opportunity to discuss the reasons for the proposed discontinuance of service.

(b) Before discontinuing service, the customer or property owner shall have the opportunity to discuss the reason for the proposed discontinuance with an employee designated by the Manager who shall be empowered to review disputed bills, rectify any errors, and settle controversies pertaining to the discontinuance of service.

(c) When service has been discontinued as provided in this section, the customer or property owner shall pay all unpaid charges, including penalties and interest, plus all District expenses and charges for the discontinuance and restoration of service, prior to the restoration of the discontinued service.

- (d) No service shall be discontinued on any Saturday, Sunday, legal holiday, or at any time during which the District's business offices are not open to the public.
- 6.06 (a) Pursuant to the District's policy that all District invitees, guests, and visitors shall be controlled and monitored for the security of all District customers, discontinuation of security service shall include, but not be limited to, the discontinuance of security service of the invitees and guests of the customer whose service is being discontinued. Discontinuance of monitoring and control shall include the exclusion of that customer's invitees and guests from access to the District and the lands within its boundaries.
- (b) Service shall not be discontinued as set forth in Section 6.06(a) unless the Board first determines that the monitor and control of the invitees and guests of the customer whose service is to be terminated, without that customer's payment of the monthly rates and charges, would impose a significant financial burden on the District or its customers or adversely affect the District's ability to provide service. The affected customer shall have five days prior written notice of the meeting at which the Board considers whether to make the requisite determination. The affected customer shall have the opportunity to be heard at such meeting.
- 6.07 Violation of any provision of this Chapter is a misdemeanor, punishable by a fine not to exceed five hundred dollars (\$500) or by imprisonment in the County jail not to exceed six months, or both. Each and every day, or part of a day, for which a violation of this Chapter continues, shall constitute a separate offense hereunder and shall be punishable as such.
- 6.08 All remedies set forth herein for the collection and enforcement of charges, rates and penalties are cumulative and may be pursued alternatively or consecutively.
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88.2 6.09 The District hereby declares the foregoing procedures are established as a means of enforcing the terms and conditions of the District's ordinances, rules and regulations and not as a penalty.

SECTION TWO: To the extent the terms and provisions of this Ordinance may be inconsistent or in conflict with the terms and pro-

visions of any prior District ordinances, resolutions, rules, or regulations, the terms of this Ordinance shall prevail and such inconsistent or conflicting terms and provisions of prior ordinances, resolutions, rules, and regulations are hereby repealed.

SECTION THREE: If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, no other provision of this Ordinance shall be affected thereby.

SECTION FOUR: The establishment, modification, structuring, restructuring and approval of the fees, rates and charges set forth herein are for the purposes, among other matters, for continuing to provide funds to meet the District's costs of operations and maintenance, supply and equipment, financial reserve, debt service and capital replacement needs, and are necessary to maintain and improve service within the District's existing service boundaries.

SECTION FIVE: This Ordinance shall take effect 30 days after adoption. This Ordinance shall be published once in a newspaper of general circulation, printed, published and circulated in the District within 30 days of adoption.

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PASSED AND ADOPTED by the Board of Directors of the Rancho Murieta Community Services District, County of Sacramento, State of California, this 2nd day of July, 1984, at a meeting of the Board by the following vote:

AYES: Directors, Brandt, Cravens, Devlin, Dudley, Elliott

NOES: NONE

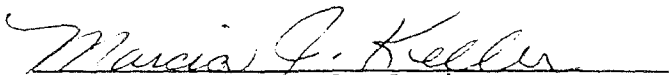
ABSENT: NONE

ABSTAIN:



President, Board of Directors

ATTEST:



Secretary, Board of Directors