

SECTION 6000 - DEVELOPMENT

Policy #	Policy Name
6020	Environmental Review Guidelines
6030	Annexation Procedures
6040	Developer Requirements
6050	Development Agreements
6060	Naming of Parks

Fulton-EI Camino Recreation & Park District

POLICY & PROCEDURE MANUAL

POLICY TITLE: Environmental Review Guidelines

POLICY NUMBER: 6020

6020 CEQA (California Environmental Quality Act)

The Fulton-EI Camino Recreation and Park District will follow all laws as they relate to CEQA.

Fulton-EI Camino Recreation & Park District

POLICY & PROCEDURE MANUAL

POLICY TITLE: Annexation Procedures

POLICY NUMBER: 6030

- 6030.1** Property must be annexed to the District prior to receiving services unless there is a contract for services. Furthermore, unconditional commitments to provide service to property and/or proposed developments will not be granted until said property is annexed to the District.
- 6030.2** Annexation Procedures will follow the guidelines of the Local Agency Formation Commission (LAFCo).
- 6030.3** The Board of Directors will consider the annexation proposal at a regularly scheduled meeting. Acceptance by the Board of the proposed annexation shall be formalized by the adoption of a resolution.
- 6030.4** District Approval of Annexation. If LAFCo accepts the annexation proposal it will adopt a resolution and forward same to the District. After confirmation of LAFCo acceptance the District's Board of Directors, at a regularly scheduled meeting, will consider approval of the proposed annexation. Approval by the Board of the proposed annexation shall be formalized by the adoption of a resolution.

California Special Districts Association

SAMPLE POLICY HANDBOOK

POLICY TITLE: Developer Requirements
POLICY NUMBER: 6040

6040.1 The District's goal is for its service facilities to have a maximum useful life, to reduce overall maintenance costs and to provide dependable service to existing and future customers. Toward that end, and to ensure orderly development and the use of high-quality materials, proper installation and acceptable project management, developers of residential, commercial, industrial or other type projects shall obtain approval from the District prior to:

6040.1.1 Construction of associated [*service(s) provided*] facilities which they proposed to connect to the District's system; or,

6040.1.2 Relocation of existing District facilities.

6040.1.3 "Project" shall be defined as the proposed construction of any development involving the District's [*service(s) provided*] system and/or alterations to provide additional capacity in existing facilities in order to obtain [*service(s) provided*].

6040.2 The developer initiates a request for project approval by submitting, to the District Engineer [*General Manager, Consulting Engineer, etc.*], plans for the proposed improvements. The initial plan submittal shall be prepared by a registered civil engineer. The District Engineer [*General Manager, Consulting Engineer, etc.*] shall review the project plans and related information to insure their conformance with the Improvement Standards, District policies, good engineering judgment and the best interests of the District.

6040.3 The project shall be submitted by the District Engineer [*General Manager, Consulting Engineer, etc.*] to the Board of Directors for approval consideration when the following have been accomplished:

6040.3.1 The improvement plans satisfy the requirements of the Improvement Standards and the District Engineer [*General Manager, Consulting Engineer, etc.*];

6040.3.2 The developer and project-property owner have executed a development agreement (see Policy #6050) as prepared by the District Engineer [*General Manager, Consulting Engineer, Legal Counsel, etc.*]; and,

6040.3.3 The project site has been annexed to the District.

6040.4 Upon written request from the project developer and/or project engineer, the Board will review the requirements specified by the District Engineer [*General Manager, Consulting Engineer, Legal Counsel, etc.*] for the involved improvement plans, development agreement, or other related items, to determine if they are in keeping with the

Improvement Standards, District policies, and/or the best interests of the District. If the subject of the request involves general engineering judgment, the Board may request an impartial opinion of another professional engineer (one who is not involved with the project or its principals).

6040.5 Upon approval of the project by the Board of Directors, the President of the Board shall be authorized to execute the development agreement on behalf of the District, and the District Engineer [*General Manager, Consulting Engineer, etc.*] shall be authorized to affix his/her signature of approval on the project's improvement plans.

6040.6 Approval of a project by the Board of Directors is valid for one year. If significant construction of the project has not commenced by the end of one year from the date of approval, or if construction commences and then is halted for more than one year, project approval shall expire.

6040.7 Developer's Responsibility. The Developer is responsible for compliance with the regulations and implementation of these requirements. This includes responsibility for the preparation and content of the plans and specifications, construction of the facilities, and fulfillment of the terms of the Conveyance Agreement. The Developer is responsible for overseeing and directing the Developer's engineer and contractor. The District or its employees shall not act as, nor shall the Developer rely upon same to act as, an agent or protectorate of the Developer.

6040.8 Plans and Specifications. The plans and specifications must be prepared by a civil engineer registered in the state of California. These documents will be reviewed by District staff for compliance and must be approved by the District's engineer.

6040.8.1 Facility Design. Design of the facilities will be governed by District regulations. The District's engineer will determine broad design concepts. District system master plans will be consulted. The Developer's design engineer shall employ sound design using current standards to achieve a reliable, long-lasting facility with operational flexibility. The plans and specifications shall include all applicable District standard specifications and details.

6040.8.2 Environmental Requirements. The Developer is responsible for preparing environmental documents per the California Environmental Quality Act (CEQA). Approved environmental documents must be delivered to the District's engineer for review prior to the signing of the Improvement Plans.

6040.8.3 Improvement Plans. The improvement plans must incorporate the following:

- Plan sheet size: 24" x 36", inked on Mylar (or Mylar second original).
- Minimum printing size: 1/8" (for CAD drawings: 1/10").
- Elevation data: USGS (stated on plans).
- Plan Cover Sheet with signature blocks and a 200-scale map of the area or subdivision.
- Plan view: minimum scale of 50' per inch.
- Profile: horizontal scale same as plan view and a minimum vertical scale of 10' per inch.
- Profile and vertical alignment data, including all other utilities and structures.
- All applicable property and easement lines.
- Limits of pipeline material, size, and class.
- All other improvements, existing or proposed, affecting the water facilities.
- Details of fittings and joint configurations.
- All appropriate District standard details.
- All other necessary details and instructions.
- Quality: Plans must be microfilmable and scanable such that reproductions, full-sized and reduced, are easily readable. Provide sharp contrast between line work and background.

6040.8.4 Standard Specifications and Details. The District has prepared Standard Specifications and Details governing construction of the [district's utility] system. These Standards are administered in accordance with District regulations. They include Special Conditions and Technical Provisions and are augmented by Standard Details. They are available to engineers and suppliers working with the District at an appropriate fee.

All system expansions must comply with District Standard Specifications and Details. Project specifications must include all applicable Standards. The Developer is responsible for preparation of the remaining contract documents such as Bid Forms and General Conditions and any Special Conditions or Technical Provisions required for the project that are not included in the District Standards.

Items not included in the District Standard Specifications or Details must be designed by the Developer's engineer and plans and specifications prepared for the District's engineer's approval.

District Standard Specifications and Details may not be revised without a written request and prior District approval.

The Developer shall provide prospective bidders, contractors, and subcontractors copies of the Standard Specifications and Details and shall not rely on the District to provide copies.

District Standard Specifications and Details will require periodic revisions to assure use of the most current and acceptable construction materials and methods and changes in construction law and regulations. Updates will be administered according to District regulations. The most current revisions will apply.

6040.9 Construction. The facilities called for in the approved plans and specifications must be constructed by a contractor with a valid California Class A or C-[appropriate number for specialty contractor] license. The Developer's engineer shall act as a project manager during construction to ensure compliance with the plans and specifications and shall be available to provide technical assistance when required. The Developer shall identify, in writing, the project manager if different than the Developer's design engineer.

6040.9.1 Construction Management. The Developer must maintain control over their contractor's activities by providing effective construction management. To help ensure proper control of the work and materials, compliance with applicable laws, and acceptable prosecution and progress, the Developer shall include in the General Conditions of the construction contract or shall otherwise provide for or ensure that the Developer's contractor will:

- Designate in writing his authorized field representative on a current basis. (Copies to be sent to the District's engineer).
- Comply with field surveys and construction staking provided by the Developer or Developer's engineer.
- Cooperate with District forces on and off the job site.
- Prohibit work on any part of the system facilities before 7 a.m. and after 5 p.m. and further prohibit such work on Saturdays, Sundays, and adopted District holidays. (Note: Work performed during these prohibited times may be rejected.)
- Maintain a set of plans and specifications at the job site for use by the District's engineer and/or inspector.

- Observe all applicable laws including, but not limited to, hours of labor, equal opportunity, contractor's licensing, vehicle code, worker's compensation, air pollution, water pollution, use of pesticides, Clean Air and Water acts, protection of underground infrastructure, payment of taxes, permits and licenses, and patent infringements.
- Observe and practice all applicable safety regulations and laws.
- Provide for and maintain public convenience and public safety.
- Provide for and practice safe and legal use of explosives.
- Provide for and practice fire prevention measures.
- Salvage District facilities from the job as directed by the District's engineer, and protect and deliver same to the District's corporation yard at [address], California.
- Remove promptly from the work site all work or materials having been rejected or deemed unauthorized or unsuitable by the District's engineer.
- Dismiss and remove from the job site employees of the contractor or subcontractors who, in the opinion of the District's engineer, are incompetent, intemperate, unsafe, abusive, threatening, or otherwise unsatisfactory.
- Suspend work due to unfavorable weather, unsafe act or acts, or other conditions as directed by the District's engineer.
- Cease all construction operations at the location of the discovery of surface or subsurface cultural resources and secure the services of a qualified archeologist to make recommendations to the State Historical Preservation Officer and comply with further directions of the State Officer or the District's engineer.

6040.9.2 Submittals. All materials and equipment not in conformance with the District-approved plans and specifications that are delivered to the work site and all work incorporating such nonconforming materials and equipment will be rejected. Preapproval of materials and equipment through the submittal process may avoid delays in the work.

The Developer shall provide or perform, or cause the Developer's contractor to provide or perform, the following for all submittals:

- Coordinate submittals so that related items are provided in groups. (Uncoordinated submittals will be returned without consideration.)
- Describe in writing any variations from the specifications.
- Review submittals for legibility, accuracy, completeness, and compliance with the specifications.
- Route through Developer's engineer for comments.
- Indicate Developer's contractor and engineer's approval on each copy of individual submittals.
- Provide at least two conforming copies (three copies if one is to be returned).
- Allow at least 30 days for review by the District's engineer.
- Prohibit work incorporating materials or equipment requiring approved submittals until a favorable review from the District's engineer has been received.

6040.9.3 Inspection. Each phase of the work, as defined in the technical provisions of the standard specifications, must pass inspection by the District's engineer before commencing work on the next phase. The Developer shall cause the Developer's contractor to comply with the following:

- Notify the District's engineer two working days prior to the start or restart of any construction that might affect or deal directly with the water system facilities.

- Cooperate with the District's engineer during inspection activities including, but not limited to, furnishing facilities, labor, material, or equipment reasonably needed to perform safe and convenient inspections and tests.
- Ensure that each phase of work, as identified in the technical provisions of the specification, passes inspection prior to attempting the next phase of work.

(Note: Failure to pass inspection may cause rejection of subsequent phases of work.)

6040.9.4 Clearing and Grubbing. The Developer must dictate to the contractor provisions governing the clearing and grubbing phase of the work. The Developer shall include in the technical provisions of the construction contract, or shall otherwise provide for and ensure that the Developer's contractor will:

- Remove all stumps and roots left by the clearing operation if within ten feet of a District facility or within the work area, whichever is greater.
- Backfill and properly compact to the original ground elevation, prior to starting work in the area, all depressions created by the removal of the stumps and roots.
- Dispose of all debris within the work area resulting from the clearing, grubbing, or demolition work.

6040.9.5 Measurement and Payment. Each section of the Technical Provisions in the District Standard Specifications includes a subsection governing measurement and payment to the contractor. Use of these subsections by the Developer is optional. The Developer is responsible for making all measurements for payment and making all payments to the contractor for the work.

California Special Districts Association

SAMPLE POLICY HANDBOOK

POLICY TITLE: Development Agreements
POLICY NUMBER: 6050

6050.1 Prior to the Board of Directors considering a private development project for approval, a development agreement specifying the terms and conditions of said approval, prepared by the General Manager and/or Legal Counsel, shall be executed by the project's developer(s) and property owner(s) (see Policy #6040).

6050.2 The development agreement shall contain the following information:

6050.2.1 Name(s) of developer and/or project sponsor(s), and owner(s) of subject property;

6050.2.2 Assessor's parcel number of subject property;

6050.2.3 Type and purpose of project (e.g., residential, commercial, industrial, etc.); and,

6050.2.4 A graphic description of the project attached to the agreement as "Exhibit A."

6050.3 The following shall be used as standard terms and conditions of the development agreement:

6050.3.1 STANDARDS FOR [service(s) provided] SYSTEM: Plans have, at no cost to District, been designed and prepared for the on-site and off-site [service(s) provided] system which include Developer's obligation to accomplish the following:

6050.3.1.1 Construct the [service(s) provided] system in conformance with the approved plans therefore; and,

6050.3.1.2 Obtain an encroachment permit from the Department of Public Works [or other appropriate department] of the [name of city or county] and comply with all requirements thereof, including trench restoration and street resurfacing requirements for any portion of the project situated within existing or proposed future [city or county] right of way.

6050.3.2 ACCEPTANCE OF PLANS AND SPECIFICATIONS: The completed plans as described above for the [service(s) provided] system have been prepared in conformance with District Improvement Standards and the requirements of the District Engineer [General Manager, Consulting Engineer, etc.], and are in a form acceptable to same.

6050.3.3 REVISION OF PLANS: Any changes in such accepted plans shall require written approval of Developer and the District Engineer [General Manager, Consulting Engineer, etc.].

6050.3.4 RIGHTS OF WAY: Owners will provide to District, at no cost to District and in a form acceptable to the District Engineer [*General Manager, Consulting Engineer, Legal Counsel, etc.*], appropriate easements and rights of way for the maintenance, repair, and replacement of all [*service(s) provided*] system facilities not within existing public rights of way, public utility easements, and/or [*service(s) provided; e.g., sewer*] easements.

6050.3.5 CONSTRUCTION: Developer shall, without expense to District, construct the [*service(s) provided*] system pursuant to the accepted plans or any approved modification thereof. Developer shall provide in any contract for construction of the [*service(s) provided*] system that any contractor's materials supplier's guarantees thereunder, including a one-year warranty on the completed improvements, shall inure to the benefit of District after the works constructed thereunder have been conveyed to District as provided for in 6050.3.9, below. Developer shall also provide in any contract for construction of the [*service(s) provided*] system that the contractor's public liability and property damage insurance shall be extended to cover Developer and District and their agents, officers and employees as additional insured with: liability and bodily injury limits of not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate; and, property damage coverage of not less than \$100,000,000 each occurrence and \$1,000,000 aggregate. General liability insurance policies having combined single limits damage combined of liability shall carry limits for bodily injury and property damage combined at \$1,000,000 each occurrence and \$1,000,000 aggregate. [*Consult with your legal counsel for appropriate limits for your district*].

6050.3.6 PAYMENT OF PREVAILING WAGES: Developer has been advised that the State of California (State) Attorney General has opined that, in certain circumstances, construction of facilities for provision of public utility service, with the understanding and agreement that said facilities will be turned over to District for ownership, operation and maintenance at the conclusion of construction, may be subject to the prevailing wage laws of the State. Developer has determined that, at this time, said opinion of the Attorney General does not affect the wages paid by Developer to laborers employed on said facilities constructed pursuant to this agreement. Developer agrees, however, that should it be determined that the prevailing wage laws of the State (Labor Code §1770, et seq.) apply to the work performed in accordance with this agreement, then Developer shall defend and hold District harmless from any liability, claims, damages, or costs in any way associated with said determination by the State and Developer shall, as further consideration of District entering into this agreement, take all necessary and appropriate action, including payment of back wages, and any associated penalties which may be required, due to enforcement of the prevailing wage laws in connection with construction of the [*service(s) provided*] system. Developer agrees that District has not represented or in any way advised Developer in connection with this matter except to advise Developer of his potential liability and Developer does not in any way rely upon any opinion or information of District in making his determination in connection with the payment or nonpayment of such wages for the work performed under this agreement. The obligation of Developer to, if required, pay prevailing wages for the work performed in accordance with this agreement shall be a continuing obligation and shall bind the heirs, successors and assigns of Developer and District's obligation to provide operation and maintenance on the facilities to be turned over to District, and to provide [*service(s) provided*] therein, shall be dependent upon Developer's continuing compliance with this provision.

6050.3.7 INSPECTION OF CONSTRUCTION: The District Engineer [*General Manager, Consulting Engineer, etc.*] or his/her agent(s) shall inspect the construction of the [*service(s) provided*] system to assure that the works are installed in accordance with the accepted plans. Said inspection shall be funded by an inspection fee paid by Developer as specified in District's Improvement Standards. Construction of the [*service(s) provided*] system shall not commence until said inspection fee is paid. The District Engineer

[General Manager, Consulting Engineer, etc.] shall notify Developer as to any deviation or failure to construct pursuant to the accepted plans as soon as such deviation or failure is brought to his/her attention, and Developer shall correct such deviation or failure.

6050.3.8 HOLD HARMLESS: District is not, by inspection of the construction or installation of the [service(s) provided] system, representing Developer or providing a substitute for inspection and control of the work by Developer. Any inspections and observations of the work by District are for the sole purpose of providing notice of stage and character of the work. Any failure of District to note variances in the work from the plans does not excuse or exempt Developer from complying with all terms of the plans. The fact that District inspects the construction of work and notifies Developer of deviations or failures to construct them pursuant to the accepted plans shall not be deemed to constitute a guarantee by District that the works have been built in accordance with the accepted plans. During construction and prior to conveyance thereof to and acceptance thereof by District, Developer shall hold District harmless against any and all claims, demands and charges by third parties arising out of alleged deviations or failures to construct pursuant to the accepted plans.

6050.3.9 CONVEYANCE: Within 90 days after completion of construction of the [service(s) provided] system in accordance with the accepted plans therefore and District's Improvement Standards:

6050.3.9.1 Developer and Owners shall convey title of the completed works to District without cost and free and clear of all liens and encumbrances, by appropriate conveying documents, acceptable in form to the District Engineer [General Manager, Consulting Engineer, Legal Counsel, etc.];

6050.3.9.2 Developer shall provide District with one set of 24"x 36" reproducible "as built" drawings of the completed project on matte mylar (5 mil minimum);

6050.3.9.3 Owners shall provide easements as specified in 6050.3.4, above;

6050.3.9.4 Developer shall furnish to District a bond, irrevocable letter of credit, cash deposit, or other form of surety meeting District's approval in the amount of \$_____, being ___% [25% (recommended), 50%, 100% or other appropriate amount] of the cost of the [service(s) provided] system, as estimated by the Project Engineer, [name and address of developer's engineer], protecting District against any failure of the work due to natural phenomenon or catastrophe, faulty materials, poor workmanship, or defective equipment within a period of one year after acceptance of the [service(s) provided] system by the District's Board of Directors. Said bond or irrevocable letter of credit shall name Developer as Principal and District as Obligee; and,

6050.3.9.5 District shall accept conveyance of title of the completed [service(s) provided] system by resolution and include it as part of its system, and shall thereafter operate and maintain said system.

6050.4 DEVELOPER'S RESPONSIBILITIES AFTER CONVEYANCE: After District's acceptance of the [service(s) provided] system, Developer and Owners shall have no obligation for the operation, maintenance, repair or replacement thereof, except that to the extent Developer and/or Owners retain ownership of any parcel to which service from such works is available, they shall pay the same rates and charges levied by District from time to time as any other property owner.

6050.4.1 APPLICATION FOR SERVICE: The [service(s) provided] system shall not be operated, other than for testing purposes, until the said system is conveyed to District and formally accepted by District as specified in 6050.3.9, above, and proper applications for service having been filed with District accepted.

6050.4.2 OBLIGATION FOR PIPELINE AND/OR FACILITIES: District shall be under no obligation to provide additional facilities in order to serve the Project. Upon acceptance of the facilities by District, it shall become the sole property of District and shall be used and operated as District's sole discretion.

6050.4.3 RATES AND CHARGES FOR SERVICE: All service made available by District to users within the Project shall be at the established rates and charges as fixed by District's Board of Directors from time to time.

6050.4.4 NOTICES: Notices or requests from any party to this agreement to the remaining parties thereof shall be in writing and delivered or mailed, postage prepaid, to the following addresses:

[DISTRICT NAME]

[ADDRESS]

[CITY, STATE ZIP]

Attention: _____, District Engineer [General Manager, etc.]

[DEVELOPER'S NAME]

[ADDRESS]

[CITY, STATE ZIP]

6050.4.5 SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and inure to the benefit of the successors and assigns of all parties. Developer and Owners shall not assign any of their rights, duties or obligations under this Agreement without the prior written consent of District, which consent shall not be unreasonably withheld.

6050.4.6 DISTRICT POWERS: Nothing herein contained shall be deemed to limit, restrict, or modify any right, duty, or obligation given, granted, or imposed upon District by the laws of the State of California now in effect, or hereafter adopted, not to limit or restrict the power or authority of District, including the enactment of any rules, regulations, policies, resolutions or ordinances, and in the event that any part of provisions herein contained in this agreement or incorporated herein, be found to be illegal or unconstitutional by a court of competent jurisdiction, such findings shall not affect the remaining parts, portions, or provisions hereof.

6050.4.7 ATTORNEY FEES: Should any party have to be required to institute legal action to either compel performance of this agreement or recover damages for nonperformance, the prevailing party(s) shall be entitled to reasonable attorney's fees, cost of suit, and all other expenses of litigation incurred in connection therewith.

6050.4.8 TERMINATION: This Agreement shall terminate and be of no further force and effect at District's discretion if District determines that construction of the [service(s) provided] system has not commenced within 12 months from the date of this agreement, and Developer has not submitted the plans and specifications for reacceptance as provided for in 6050.3.3, above.

6050.5 Any inapplicable portions of the foregoing standard terms and conditions may be deleted by, or upon approval of the General Manager [*or Legal Counsel*], to accommodate project-specific situations. When warranted, additional conditions and requirements may be added to the standard terms and conditions by, or upon approval of, the General Manager [*or Legal Counsel*], to accommodate project-specific situations. The project developer and/or property owner may appeal to the Board of Directors any agreement terms or conditions or requirements proposed by District staff [*or specify responsible managing employee*].

Fulton-El Camino Recreation & Park District

POLICY & PROCEDURE MANUAL

POLICY TITLE: Naming of Parks, Facilities, and Amenities

POLICY NUMBER: 6060

6060.1 The responsibility for the naming of parks and facilities shall rest with the Board of Directors.

6060.2 The Board of Directors shall name a park or facility by a unanimous decision of the entire Board.

Definition of a Facility: Substantial elements of Parks including, but not limited to:
Community Centers, playground structures, picnic shelters, gazebos

6060.4 The name of a park or facility should, if possible, have topographical, geographical, or historical significance to Fulton-El Camino.

6060.5 A park shall not be named after a person unless one of the following exceptions apply:

a) The park or facility was acquired by means of a substantial gift or donation by an individual, family, or corporation. Such gifts or donations may carry a stipulation, if acceptable to the board, that a certain name be used to identify the park.

(b) A person has made a substantial contribution in terms of services providing a broad recreation or environmental benefit to the residents of the District.

6060.6 The following procedures shall be considered in naming a park or facility:

6060.6.1 Assistance will be solicited from historical societies or other groups having special knowledge of the area when considering a name to highlight an area's geographical or historical significance.

6060.6.2 To stimulate interest in obtaining suggestions, the selection process may include a contest or some type of competition, inviting the public to participate.

6060.6.3 Names shall be submitted to an appropriate committee of the Board for selecting at least three (3) choices (if practical) to be recommended to the Board for consideration of approval.

6060.6.4 To avoid duplication and confusion, all proper names selected by the committee shall be checked against a master list of park names throughout the county, which is maintained by the county Department of Parks and Recreation.

6060.6.5 Once the names have been checked and cleared against the master list, they will be submitted to the Board of Directors for approval.

6060.6.6 The appropriate map publishers shall be notified so the new name can be included on local area maps.

6060.7 The General Manager may accept donations of park amenities to commemorate individuals, organizations, businesses or pets. Costs associated with commemorative donation will be paid for by the donor.

Definition of an Amenity: Value added enhancements to parks or facilities; Including but not limited to:
Benches, drinking fountains, playground apparatus (rocking horse)

6060.8 The General Manager may accept donations of trees for the parks from individuals or organizations in memory of or tribute to individuals, groups or organizations, providing the tree is needed and the cost of providing the plaque, tree and planting the tree is paid for by the donor and is in addition to a donation to the District.

6060.9 The General Manager may accept donations from individuals or organizations wishing to place a memorial plaque at an existing mature park tree in memory of or tribute to individuals, groups or organizations providing the cost of providing the plaque is paid for by the donor and is in addition to a donation to the District..