



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Kevin Graves • Vice-President – Bill Mayer • Director – Robert Leete • Director – Bill Pease • Director – Chris Steele

TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT
AGENDA PACKET

Regular Board Meeting
Wednesday, March 7, 2018

7:00 P.M. Regular Board Meeting

Community Center
1601 Discovery Bay Boulevard



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



President – Kevin Graves • Vice-President – Bill Mayer • Director – Robert Leete • Director – Bill Pease • Director – Chris Steele

**NOTICE OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY**

Wednesday March 7, 2018

REGULAR MEETING 7:00 P.M.

Community Center

1601 Discovery Bay Boulevard, Discovery Bay, California

Website address: www.todb.ca.gov

REGULAR MEETING 7:00 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

1. Call business meeting to order 7:00 p.m.
2. Pledge of Allegiance
3. Roll Call

B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)

During Public Comments, the public may address the Board on any issue within the District's jurisdiction which is not on the Agenda. The public may comment on any item on the Agenda at the time the item is before the Board for consideration. Any person wishing to speak must come up and speak from the podium and will have 3 minutes to make their comment. There will be no dialog between the Board and the commenter. Any clarifying questions from the Board must go through the President.

C. CONSENT CALENDAR

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

1. Approve DRAFT minutes of special meeting for February 21, 2018.
2. Approve DRAFT minutes of regular meeting for February 21, 2018.
3. Approve Register of District Invoices.
4. Approve the First Amendment to Employment Contract with General Manager.
5. Approve the adoption of Resolution No. 2018-02 and the Records Retention Schedules.

D. AREA AGENCIES REPORTS / PRESENTATION

1. Supervisor Diane Burgis, District III Report
2. Sheriff's Office Report
3. CHP Report

E. LIAISON REPORTS

F. PRESENTATIONS

G. BUSINESS AND ACTION ITEMS

1. Discussion and possible action regarding the Proposal to Amend Ordinance No. 7 – An Ordinance of the Board of Directors of the Town of Discovery Bay, A California Community Services District, Amending Ordinance No. 7 Water Regulations and Service Ordinance.
2. Discussion and possible action regarding Board Response to County's Preliminary Framework for Cannabis Regulation.
3. Discussion and possible action regarding the approval of Notice of Completion for the Water Meter Installation Project.
4. Discussion and possible action regarding the amendment to the Reimbursement of Expense and Travel Policy No. 008.

H. MANAGER'S REPORT

I. INFORMATIONAL ITEMS ONLY

J. DIRECTORS' REPORTS

1. Standing Committee Reports
2. Other Reportable Items

K. GENERAL MANAGER'S REPORT

L. CORRESPONDENCE RECEIVED

1. Received – California Special District Association Board of Directors Call for Nomination Seat A.
2. Received – Special District Risk Management Authority Workers' Compensation Longevity Distribution.

M. FUTURE AGENDA ITEMS

N. OPEN SESSION DISCLOSURE OF CLOSED SESSION AGENDA

(Government Code Section 54957.7)

O. CLOSED SESSION:

1. Conference with Legal Counsel—Anticipated Litigation Pursuant to Government Code Section 54956.9(b)
One potential Case

P. RETURN TO OPEN SESSION; REPORT ON CLOSED SESSION

(Government Code Section 54957.1)

Q. ADJOURNMENT

1. Adjourn to the next regular meeting of March 21, 2018 beginning at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

"This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the American with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the Town of Discovery Bay, at (925) 634-1131, during regular business hours, at least forty-eight hours prior to the time of the meeting."

"Materials related to an item on the Agenda submitted to the Town of Discovery Bay after distribution of the agenda packet are available for public inspection in the District Office located at 1800 Willow Lake Road during normal business hours."



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



President – Kevin Graves • Vice-President – Bill Mayer • Director – Robert Leete • Director – Bill Pease • Director – Chris Steele

**MINUTES OF THE SPECIAL MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY
Wednesday February 21, 2018
SPECIAL MEETING 4:30 P.M.
Community Center
1601 Discovery Bay Boulevard, Discovery Bay, California
Website address: www.todb.ca.gov**

SPECIAL MEETING 4:30 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

1. Call business meeting to order 4:30 p.m. – By President Graves.
2. Roll Call – All present with the exception of Director Steele.

B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)

None

C. SPECIAL WORKSHOP ITEM

1. GreenPlay, LLC - Potential funding sources for the future planning and operational functions of the Discovery Bay Community Center.

GreenPlay – Pat O’Toole – Conference Call regarding the funding sources for the future planning and operational functions of the Discovery Bay Community Center; A brief explanation of each funding opportunity is listed below (Tier 1 through 4) along with each rated section:

Tier 1: These funding sources are *currently being used, or could easily be used* by Discovery Bay Parks and Recreation to create the existing budgets for capital and operational expenditures.

Tier 2: These funding sources are potential funding opportunities Discovery Bay Parks and Recreation *would consider* for additional funding of capital and operational expenditures.

Tier 3: These funding sources are potential funding opportunities Discovery Bay Parks and Recreation *could consider* for additional funding of capital and operational expenditures. These funding sources may not be available currently in the State of California or an intergovernmental agreement may be necessary for implementation. These funding sources may meet with some resistance and be more difficult to implement.

Tier 4: These funding sources are potential funding opportunities Discovery Bay Parks and Recreation *would not consider* for additional funding of capital and operational expenditures. These potential funding sources are deleted from the list.

Sections Rated:

- Traditional Operations and Capital Development Funding Sources
 - Traditional Tax and Exactions-Based Funding Resources
 - Development Funding
- Traditional Earned Revenue Resources
 - Fees and Charges
- Alternative Operations and Capital Development Funding Sources
 - Loan Mechanisms
 - Alternative Service Delivery and Funding Structures
 - Partnership Opportunities
 - Community Resources

- Community Services Fees and Assessments
- Contractual Services
- Permits, Licensing Rights, and Use of Collateral Assets
- Funding Resources and Other Options
- Cost Saving Measures
- Green Trends and Practices

There was discussion regarding the sections listed above along with the Teir rating for each section. GreenPlay will provide a DRAFT format within a couple of weeks.

D. ADJOURNMENT

1. The meeting adjourned at 5:25 p.m. to the regular meeting on February 21, 2018 beginning at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

//cmc – 02-22-18

<http://www.todb.ca.gov/agendas-minutes>

DRAFT



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



President – Kevin Graves • Vice-President – Bill Mayer • Director – Robert Leete • Director – Bill Pease • Director – Chris Steele

MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY

Wednesday February 21, 2018

REGULAR MEETING 7:00 P.M.

Community Center

1601 Discovery Bay Boulevard, Discovery Bay, California

Website address: www.todb.ca.gov

REGULAR MEETING 7:00 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

1. Call business meeting to order 7:00 p.m. – By President Graves
2. Pledge of Allegiance – Led by President Graves
3. Roll Call – All present with the exception of Director Steele

B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)

None

C. CONSENT CALENDAR

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

1. Approve DRAFT minutes of regular meeting for February 7, 2018.
2. Approve Register of District Invoices.
3. Approve the Veolia Donation to the Community.

Motion by: Director Pease to approve the Consent Calendar

Second by: Director Leete

Vote: Motion Carried – AYES: 4 – President Graves, Vice-President Mayer, Director Leete, Director Pease, NOES: 0, ABSENT: 1 – Director Steele

D. AREA AGENCIES REPORTS / PRESENTATION

1. East Contra Costa Fire Protection District Report
Battalion Chief Ross Macumber – Provided the details regarding the East Contra Costa Fire Protection District Report related to the number of calls for the month of January, Ballots for Measure A, Grant Funded Equipment, and encourage residents to sign up for Pulse Point.

2. Supervisor Diane Burgis, District III Report.

Deputy Chief of Staff Lea Castleberry – Provided an update regarding the Urban Farm Ordinance, pedestrian crossing enhancement at the Discovery Bay Elementary School (this summer), Balfour widening project (Phase II) beginning next month or in mid-April (depending on the weather), Byron Highway and Camino Diablo Intersection Project will be open February 22, 2018, the appointment of a new Health Services Director and new Public Works Director, and the Elections Department is looking for volunteers for the upcoming election.

E. PRESENTATIONS

1. Bryon Delta Lions Park Bench Donation.

Linda Barbara, Legacy Project Chair- Bryon Delta Lions – Provided a history regarding the Delta Byron Lions Club and the Park Bench Donation.

2. Department of Conservation and Development regarding an Ordinance related to Cannabis.
John Kopchik Department of Conservation and Development – Provided a presentation regarding the Preliminary Framework for Cannabis Regulation in Unincorporated Contra Costa County related to Prop 64 (Adult Use of Marijuana Act), Commercial use (Commercial Cannabis is currently PROHIBITED in unincorporated county), Outdoor cultivation for personal use is also PROHIBITED, maps with the different colors (categories of zoning), Health and Safety Ordinance, cost and revenue (taxing on sales and manufacturing), and caps on the number of permits. There was discussion regarding the date for the Voting of Prop 64 (November 2016) and the future vote (November 2018), Prop 64 conflicting with Federal Law, the Urban Limit Line (not available for retail sales), a special tax or a general tax, Latent Powers, and sustainable water supply.

There were 5 Public Comments Regarding:

- Purchase of land for Cannabis and to give back to the Community.
- Consumption of Cannabis; regulate, control, and have for medical reasons.
- Proposal is regarding growing, distributing, and sales; what about the actual use (Ordinance on the usage).
- Permit fees for Cannabis to cover enforcement (tax dollars going to Code Enforcement), protect the farm land, zoning (residential and agricultural).
- Buffer zone; covers the odor of Cannabis during harvest time.

There was additional discussion regarding the task force working on the project; issues with Code Enforcement and Health Department, and the date to receive comments.

Legal Counsel Attebery – Provided details regarding the item on the agenda as a Presentation, the item to be discussed with no action.

The discussion continued regarding the social activity (smoking indoor not allowed) and when the item is on the agenda as a Business and Action item a representative from the County will be present.

F. MONTHLY WATER AND WASTEWATER REPORT – VEOLIA

1. Veolia Report – Month of January – Report will be provided at the March 21, 2018 Board Meeting.

G. BUSINESS AND ACTION ITEMS

1. Discussion and Possible Action regarding the Town 20 Year Anniversary Logo.

Executive Assistant Sue Heintz – Provided the details of the Town 20 Year Anniversary Logo along with the celebration on Saturday, June 23, 2018 from 11:00 a.m. to 4:00 p.m. There was discussion regarding the Logo (consensus is Gold), the Banners (16) with the Sponsors name (consensus - Banner is “Welcome To”), the Lapel Pin and Commemorative Giveaway Pin. There was discussion regarding donations.

Motion by: Director Leete to approve the 20-year anniversary logo for use on clothing, website, email, stationary, business cards, documents and other related commemorative items effective February 22, 2018 through December 31, 2018, approve a 20-year anniversary celebration event for Saturday, June 23, 2018 11:00am – 4:00pm, approve beer and wine on the grounds of the community center during the celebration event, approve beer and wine sales by a service club at the event (recommendation of Communication Committee), approve the placement of 20-year anniversary pole banners to display from May 14, 2018 through August 17, 2018, approve 20-year anniversary budget in an amount not to exceed \$5,000.00.

Second by: Director Pease

Vote: Motion Carried – AYES: 4 – President Graves, Vice-President Mayer, Director Leete, Director Pease, NOES: 0, ABSENT: 1 – Director Steele

2. Discussion and Possible Action regarding Board Member Completion of State Mandated Training as a Day of Service.

General Manager Davies – Provided the details regarding the Board Member Completion of State Mandated Training as a Day of Service. There was discussion regarding completion of the training; either a seminar or online (mandatory or minimum of time 2-4 hours).

Legal Counsel Attebery – Provided additional details regarding the mandatory requirements for training (Ethics, Sexual Harassment, and Brown Act) and that all training can be accomplished in one full day. The Bylaws and Board Policy are revised to reflect the changes. There was discussion regarding training available at the CSDA Conferences, and that the combined training compensation will be for “one day of service”.

Motion by: Director Leete to approve revisions to the Bylaws Policy No. 002 and Board Policy No 004 to reflect the addition of Board Member Completion of State Mandated Training as a Day of Service.

Second by: Vice-President Mayer

Vote: Motion Carried – AYES: 4 – President Graves, Vice-President Mayer, Director Leete, Director Pease, NOES: 0, ABSENT: 1 – Director Steele

H. INFORMATIONAL ITEMS ONLY

None

I. DIRECTORS' REPORTS

1. Standing Committee Reports

Water and Wastewater Committee Meeting – President Graves and Director Pease provided an update regarding the Filtration Project and the Algae Issue, and the situation at Sand Bay Isle.

Internal Operations Committee Meeting – President Graves provided the details of the Town 20th Year Logo and Celebration.

Communications Committee Meeting – Vice-President Mayer provided the details related to the Sign Board and the Town 20th Year Logo and Celebration.

Contra Costa County Special District Association Meeting – Director Leete provided the details related to the Household Hazardous Waste Process, the Director Leete has been nominated for the Contra Costa County Treasurer Oversight Committee.

2. Other Reportable Items – None.

J. MANAGER'S REPORT

None

K. GENERAL MANAGER'S REPORT

The Department of Conservation and Development regarding an Ordinance related to Cannabis will be on the next Board Meeting Agenda for March 7, 2018. There was discussion regarding a representative from the County to be in attendance.

L. CORRESPONDENCE RECEIVED

1. Received East Contra Costa Fire Protection District meeting minutes for January 8, 2018.

M. FUTURE AGENDA ITEMS

The regular meeting adjourned at 8:36 p.m. to the Closed Session.

N. OPEN SESSION DISCLOSURE OF CLOSED SESSION AGENDA

(Government Code Section 54957.7)

Legal Counsel Attebery – The Board is now adjourning into closed session regarding items O-1, O-2, O-3.

O. CLOSED SESSION:

1. Public Employee Performance Evaluation pursuant to Government Code 54957 (Position: General Manager)
2. Conference with Labor Negotiator Pursuant to Government Code Section 54957.6
Agency Designated Representative: Kevin Graves/Rod Attebery
Unrepresented Employee: General Manager
3. Conference with Legal Counsel—Anticipated Litigation Pursuant to Government Code Section 54956.9(b)
Two potential Cases

P. RETURN TO OPEN SESSION; REPORT ON CLOSED SESSION

(Government Code Section 54957.1)

Legal Counsel Attebery – Reporting from Closed Session on items O-1, O-2, O-3 and there is no reportable action.

Q. ADJOURNMENT

1. The meeting adjourned at 9:25 p.m. to the regular meeting on March 7, 2018 beginning at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

//cmc – 02-23-18

<http://www.todb.ca.gov/agendas-minutes>



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

March 07, 2018

Prepared By: Dina Breitstein, Finance Manager & Lesley Marable, Accountant
Submitted By: Michael R. Davies, General Manager

MRD

Agenda Title

Approve Register of District Invoices.

Recommended Action

Staff recommends that the Board approve the listed invoices for payment.

Executive Summary

District invoices are paid on a regular basis, and must obtain Board authorization prior to payment. Staff recommends Board authorization in order that the District can continue to pay warrants in a timely manner.

Fiscal Impact:

Amount Requested \$ 202,789.04

Sufficient Budgeted Funds Available?: Yes (If no, see attached fiscal analysis)

Prog/Fund # See listing of invoices. **Category:** Operating Expenses and Capital Improvements

Previous Relevant Board Actions for This Item

Attachments

Request For Authorization to Pay Invoices for the Town of Discovery Bay CSD 2017/2018.

AGENDA ITEM: C-3

For The Meeting On March 07, 2018
Town of Discovery Bay CSD
For Fiscal Year's 7/17 - 6/18

Pacific Gas & Electric	\$68,222.31
J.W. Backhoe & Construction, Inc.	\$50,376.53
Delta Roofing	\$22,564.00
CaliforniaChoice Benefit Admin	\$14,942.42
Luhdorff & Scalmanini	\$11,155.90
Digital Deployment, Inc.	\$8,800.00
Freedom Mailing Service, Inc	\$2,619.57
Mt. Diablo Resource Recovery	\$2,416.00
National Meter & Automation, Inc.	\$2,405.88
Brentwood Press & Publishing	\$2,100.00
Tee Janitorial & Maintenance	\$2,054.00
SDRMA	\$1,609.20
Kidz Love Soccer	\$1,563.75
TASC	\$1,016.64
Town of Discovery Bay CSD	\$944.32
Office Depot	\$927.20
Hofmann Land Development	\$915.00
Aflac	\$828.26
Cintas	\$746.08
Matrix Trust Co TPA# 207	\$717.53
Kevin Graves	\$575.00
Univar	\$520.80
William Mayer	\$460.00
Croce, Sanguinetti & Vander Veen, Inc.	\$425.00
Comcast	\$369.14
Big Dog Computer	\$355.00
Ricoh USA, Inc	\$348.38
Bill Pease	\$345.00
Neopost	\$306.23
ReliaStar Life Insurance Company	\$305.00
Discovery Bay Designs	\$280.00
Smeared Paint	\$247.50
Hydropoint Data Systems, Inc.	\$235.00
Chris Steele	\$230.00
Robert Leete	\$230.00
Watersavers Irrigation Inc.	\$182.07
Discovery Locks & More, Inc.	\$177.75
ULINE	\$90.36
Alhambra	\$71.33
Shred-It USA-Concord	\$59.39
County Of Contra Costa, Dept of Info Tec	\$51.50

\$202,789.04



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

March 7, 2018

Prepared By: Rod Attebery, Legal Counsel
Submitted By: Michael R. Davies, General Manager

MRD

Agenda Title

Approval of First Amendment to Employment Contract with General Manager

Recommended Action

That the Board of Directors approve the First Amendment to the Employment Contract with the General Manager.

Executive Summary

On December 21, 2016, the Town of Discovery Bay Community Services District ("District") entered into an Employment Contract ("Contract") with its new general manager, Michael R. Davies.

The proposed amendment ("Amendment") to the Contract will amend the following terms:

Section 3.A: Change Mr. Davies' annual salary from \$130,484.00 to \$140,000.00.

Section 3.B: Increase the amount of vacation that Mr. Davies may carry over each year from 160 hours per year to 320 hours per year to correspond with current Town Policy 005 maximum accrual limits for Town employees.

Section 4: Omit requirement for evaluation requirement of 3 and 6 months from Effective Date. Revise section to require annual evaluations.

The effective date of the proposed Amendment is January 1, 2018.

Fiscal Impact:

The Town will be obligated to pay an additional \$9,516.00 in salary to its General Manager.

Previous Relevant Board Actions for This Item

None.

Attachments

First Amendment to Employment Contract between Michael R. Davies and the Town of Discovery Bay Community Services District

AGENDA ITEM: C-4

FIRST AMENDED AND RESTATED GENERAL MANAGER EMPLOYMENT AGREEMENT

This General Manager Employment Agreement (the "Agreement") is made and entered into this _____ day of _____, 2018, by and between the Town of Discovery Bay, a Community Services District organized under the laws of the State of California ("Employer" or "District") and Michael R. Davies, ("Employee" or "General Manager"), and is effective as of January 1, 2018 ("Effective Date").

RECITALS

WHEREAS, the District wishes to engage the services of Employee as the General Manager of the District and to provide certain compensation and to establish certain conditions of employment of the General Manager;

WHEREAS, Employee desires to accept employment as General Manager under the terms and conditions contained in this Agreement;

WHEREAS, in consideration of the mutual covenants and conditions contained in this Agreement, the parties agree as follows:

1. Term.

A. The five-year term of this Agreement shall be effective January 3, 2017 through December 31, 2021 ("Employment Term"), subject to the termination, severance and resignation provisions of this Agreement.

B. Both the District and the Employee understand that the Employee's employment is at the will of both parties. Thus, Employee serves at the pleasure of the District Board of Directors subject to termination and severance and notice provisions contained in this Agreement.

C. Nothing in this Agreement shall be deemed to interfere with the right of Employee to resign at any time subject to the resignation and notice provisions of this Agreement.

2. Duties. The District hereby employs Employee as General Manager to perform, without limitation, the duties set forth for illustrative purposes in Exhibit A, attached hereto and incorporated herein by reference. The Employee shall serve as General Manager of the District. In that capacity, he shall be accountable to the District Board of Directors directly and shall assume overall responsibility for the management and operation of the District, subject, however, to all applicable laws, rules and regulations and to the policies and directions theretofore and from time to time established by the District Board of Directors.

The Employee shall, while employed by the District, not accept other employment or perform other services for compensation without first having obtained permission from the District Board of Directors, which the Board may withhold in its sole discretion.

District Board hereby permits Employee to teach courses for Police Officer Standards and Training (POST) in increments of one day at a time not to exceed six (6) days per fiscal year. Employee shall provide District Board 14 days' notice prior to teaching courses for POST authorized under this section. Any time associated with Employee teaching courses for POST shall be deducted

from Employee's accrued Vacation time. If Employee does not have sufficient accrued Vacation time, the Employee shall deduct any time associated with teaching courses for POST from Administrative Time Off.

The Employee shall not engage in any activity which is or may become a conflict of interest or which may create an incompatibility of office as defined under California law. The General Manager must annually complete financial disclosure forms as required by law.

The General Manager shall meet with the District Board by December 1 of each year to identify the District's and General Manager's performance objectives for the following year. Said performance objectives shall be proposed by the General Manager in writing and submitted to the District Board for approval. These performance objectives shall be consistent with District Board policy and the duties and responsibilities set forth in this Agreement.

3. Compensation and Benefits.

A. Compensation. Upon Effective Date, District agrees to pay Employee for his services rendered hereunder as General Manager an annual base salary of One Hundred Forty Thousand Dollars (\$140,000.00). Employee's annual base salary includes the maximum Two Hundred Fifty Dollar (\$250.00) monthly contribution to District's Deferred Compensation Program 457(b) for all employees opting out of the District provided medical plan paid as base salary rather than payable to Employee's Deferred Compensation. Employee's annual base salary is payable in bi-weekly installments, twenty-six times annually and is subject to normal withholdings. The annual base salary shall accrue neither overtime nor compensatory time.

B. Benefits. Upon Effective Date, District agrees to provide the following benefits to Employee for his services rendered hereunder as General Manager:

1) Medical Insurance. Employee declines coverage and opts out of the District provided medical plan. The District's maximum Two Hundred Fifty Dollar (\$250.00) monthly contribution contributed toward Employee's Deferred Compensation Plan for eligible employees declining District provided medical insurance will be paid to Employee as base salary. In order to receive the monthly Two Hundred Fifty Dollar (\$250.00) monthly payment as base salary Employee is required to sign waiver, attached to this Agreement as Exhibit "B", declining medical insurance coverage.

2) Life Insurance. District shall include Employee under its Employee Life Insurance Program, providing Employee with a twenty-thousand (\$20,000.00) dollar Life Insurance policy. With respect to said Life Insurance policy maintained by the District hereunder, Employee shall be entitled to designate the beneficiary or beneficiaries who shall receive the proceeds, if any, payable upon death. Additional Life Insurance for Employee, Employee's Spouse, and/or Employee's Family is available at Employee's sole cost of coverage for additional Life Insurances.

3) Vehicle. Employee acknowledges that he will utilize his personal vehicle in connection with the performance of his duties and obligations as an employee

of the District. The District shall provide Employee with a monthly car allowance in the amount of Two Hundred Fifty Dollars (\$250.00), prorated for partial months of service. The District shall account for this in an appropriate manner for tax purposes. Employee shall procure and maintain in full force and effect during his employment with the District automobile liability insurance covering all personal vehicles that are operated by Employee in connection with the performance of his duties and obligations as an employee of the District in a reasonable amount acceptable to the District. Employee shall provide the District with a certificate of insurance evidencing the above coverage and listing District as an additional insured under the insurance policy(ies). Such vehicle insurance policy or policies shall provide thirty days' advance written notice to the District of any change or cancellation of such insurance. Employee shall operate any vehicle used in connection with the performance of his duties and obligations as an employee of the District in a safe manner, and shall maintain a valid California automobile driver's license during the term of this Agreement. Failure to maintain the insurance coverage or driver's license required under this section shall constitute a material breach of this Agreement.

4) Laptop Computer. District will provide Employee access to a laptop computer to be used for official business. The laptop computer so provided is the property of the District and the District shall have the right to control the access to, and use of, the laptop computer through its personnel policies, risk management policies, or any other policies, and shall also provide Information Technology support as needed to facilitate performance of Employee's duties and obligations as an employee of the District.

5) Cellular Phone. District will provide Employee access to a cellular phone for Employee's use. The cellular phone so provided is the property of the District and the District shall have the right to control the access to, and use of, the cellular phone through its personnel policies, risk management policies, or any other policies, and shall also provide Information Technology support as needed to facilitate performance of Employee's duties and obligations as an employee of the District.

6) Bonding. The District shall bear the full costs of any and all necessary fidelity or other bonds required of Employee under any law or ordinance by virtue of his employment as General Manager.

7) Retirement. Employee may, at his option, participate in the District's 457(b) Deferred Compensation Program available for all eligible employees. There is no District contribution on behalf of Employee into the District's 457(b) Deferred Compensation Program. Employee's participation in this plan shall be in accordance with official plan documents and related District policies as such plans or policies may be amended from time to time in the future. This section is interpreted consistently with those plans and those policies, as amended if applicable.

8) Holidays. Employee shall be entitled to paid holidays according to the same schedule as is afforded management employees of the District, as set forth in District policies, as such policies may be amended from time to time in the future.

9) Vacation. Employee shall accrue vacation benefits based on his continuous service, measured from Effective Date. "Continuous length of service" is defined as service that is uninterrupted by termination of employment and subsequent rehire by the District or a break in service that has been bridged. Vacation accrues 20/12 of one day for each full month worked up to a maximum of 20 days (160 hours) per year.

Such vacation may be carried over, if not used, with a vacation time cap limit of three-hundred twenty (320) hours per year, or eight (8) weeks. All other District policies with respect to vacation time shall be on the same terms as are afforded to other employees of the District, as set forth in District policies, as they may be revised or amended from time to time in the future.

Employee shall provide reasonable notice to District Board, of scheduled vacation dates and shall identify employees who will perform Employee's duties during his absence. All vacation requests shall be considered by District Board President.

10) Sick Leave. Employee shall accrue 3.08 hours of paid sick leave per pay period. Such accrued but unused paid sick leave may be carried over from one calendar year to the next, with a sick leave time cap limit of one hundred sixty hours (160) hours per year, or four (4) weeks. All other District policies with respect to sick leave shall be on the same terms as are afforded to other employees of the District, as set forth in District policies, as they may be revised or amended from time to time in the future.

11) Administrative Time Off. Employee shall be entitled to receive eighty (80) hours annually of paid administrative time off in addition to any leave otherwise authorized in this Agreement. Administrative leave is not, however, a vested or earned form of compensation. Any administrative time off unused at the end of the year shall be forfeited, and it shall not be compensated for upon termination.

4. Evaluation. The District Board shall evaluate the performance of Employee annually. The evaluation shall be based on the duties and agreed upon performance objectives. At each annual evaluation, the District Board may, at its discretion, determine if a merit based salary or other salary benefit is warranted and take action accordingly. Such increases will be made by written amendment to this Agreement.

5. Hours of Work. Employee is expected to devote a great deal of time outside normal office hours to business of the District. To that end, Employee will be allowed to take compensatory time off, consistent with District policies associated with leave, during said office hours. Employee is expected to work such hours as are necessary to accomplish the goals of his employment, as Employee is exempt from overtime provisions of Federal and State laws. Employee shall attend all regular and special meetings of the District's Board unless excused.

6. Outside Activities. Employee shall not engage in any activities which conflict with or are otherwise incompatible with this duties and responsibilities as General Manager.

7. Reimbursement of General Business Expenses. District shall reimburse Employee for reasonable travel and other business expenses incurred by Employee in the performance of his duties. Expenses shall be limited to those reasonable and necessary for the performance of Employee's duties under this Agreement. Employee shall submit for approval and reimbursement to the District Board such forms, appropriately itemized with supporting documentation and the District Board may reasonably require receipts and other evidence as required for appropriateness. Allowable expenses will include, subject to budgetary approval by the District Board, professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement and for the good of the District.

District may, at its option, provide Employee with a valid credit card issued in the name of the District, for use for such expenses.

Reimbursement of general business expenses shall be made as set forth in District policies, as such policies may be amended from time to time in the future.

8. Termination of Employment. Employee's employment hereunder may be terminated in accordance with the provisions of this section:

A. At-Will Employee. Employee serves at the pleasure of the District's Board of Directors and nothing herein shall be taken to prevent, limit, or otherwise interfere with the right of the District Board to terminate the services of Employee with or without cause. There is no express or implied promise made to Employee for any form of continued employment. This Agreement is the sole and exclusive basis for an employment relationship between Employee and the District.

B. Disability. If Employee shall, for whatever reason, become incapable of performing any of the essential functions of Employee's position, even with reasonable accommodation by District, either (1) permanently, or (2) for a period exceeding the period of leave available to the Employee under the Family Medical Leave Act or the California Family Rights Act, or accrued sick leave, whichever is longer, then Employee shall be deemed to have suffered a disability.

As the General Manager position requires Employee to devote a great deal of time both during and outside of normal office to the business of District, Employee recognizes that granting a leave longer than the time period stated in this section may constitute an undue hardship on District. In accordance with applicable law, any request for leave that constitutes an undue hardship shall be grounds for termination of the Agreement.

C. Termination Not For Cause. In the exercise of its sole discretion, The District Board may terminate Employee for reasons other than cause upon thirty (30) day's written notice. If terminated under this provision, Employee, upon execution of a release agreement satisfactory in form and substance to the District's Board, shall be entitled to a cash settlement in accordance with the terms of California Government Code sections 53260, et seq. that shall be an amount equal to the monthly salary of the Employee multiplied by six (6) months.

If terminated under this provision, Employee shall have no obligation to perform further services

for the District and shall be free to accept other employment of his choice at any time without diminution of the foregoing salary continuation. Payment of this severance cash settlement shall constitute the District's sole obligation to Employee under this Agreement.

D. Termination For Cause, or In The Event of Death. Any other provision of this Agreement to the contrary notwithstanding, this Agreement shall terminate upon the death of Employee or in the event Employee is terminated by the District Board of Directors for "cause" as defined below. In the event of such termination for cause, the District shall be under no obligation to Employee under this Agreement, including but not limited to severance cash settlement provisions in Section 8.C above, except for prorated salary and benefits due and unpaid to the date of termination. "Cause" for termination of employment shall include, by way of illustration and not limitation, any of the following acts or conditions on the part of Employee:

- (1) As provided in section 2924 of the California Labor Code, as the same shall be amended or replaced from time to time (willful breach, etc.); or
- (2) The disability of the Employee, as defined in Section 8.B of this Agreement; or
- (3) Persistent disregard of duties (including without limitation, failure to perform duties), and failure to correct such disregard within thirty (30) days after written notice thereof; or
- (4) Employee's willful failure to comply with any valid and legal directive of the District Board of Directors or material policy of the District; or
- (5) Employee's dishonesty, illegal conduct or gross misconduct, which is, in any such case, materially injurious to the enterprise-related or reputational interests of the District; or
- (6) Employee's embezzlement, misappropriation, or fraud, whether or not related to Employee's employment with the District; or
- (7) Failure of good behavior either during or after duty hours which is of such a nature that it causes discredit to the District; or
- (8) If Employee violates any policies of the District that cause a substantial loss or damage or injury to the District's property or employees; or
- (9) Conviction of a felony or entry of a plea of *nolo contendere* to a felony offense; or
- (10) Conviction of, or entry of a plea of *nolo contendere* to any crime involving moral turpitude or dishonesty; or
- (11) Failure to fully cooperate in any investigation by the District, or any other lawful investigation of the District by another governmental or law enforcement agency; or
- (12) Employee's material breach of any material obligation under this Agreement or any other written agreement between Employee and the District. For purposes of this section, no act or failure to act on the part of Employee shall be considered "willful" unless it is done, or omitted to be done, by Employee in bad faith or without reasonable belief that Employee's act or omission was in the best interests of the District.

E. General Manager Voluntary Resignation. Employee may terminate this Agreement at any time upon thirty (30) days written notice in advance, unless District and Employee mutually agree in writing to a reduction of the notice period, to the District Board. If Employee should exercise his option to terminate this Agreement (resign from District employment), Employee shall not be entitled to any severance pay or continuation of health benefits, except as may apply in the event Employee retires from the District. Any unused vacation time or sick leave shall be paid to Employee upon his termination or retirement.

F. Any other term of the Employment Agreement notwithstanding, the maximum severance that Employee may receive under this Agreement shall not exceed the limitations provided in Government Code sections 53260–53264, or other applicable law. Further, in the event Employee is convicted of a crime involving an abuse of office or position, Employee shall reimburse the District for any paid leave or cash settlement (including severance), as provided by Government Code sections 53243–53243.4.

G. The District’s most current Personnel Policy shall apply except for those provisions outlined in this Agreement which shall supersede the Personnel Policy.

9. Binding Arbitration.

A. Covered Claims. Any dispute, controversy, or claim arising out of or relating to this Agreement, its enforcement, arbitrability or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, including any alleged violation of a statute, common law, or public policy shall be submitted to arbitration pursuant to Section 9.B. Claims not covered by this Agreement are claims for workers’ compensation, unemployment compensation benefits, or any other claims that, as a matter of law, the Employee and District cannot agree to arbitrate. Nothing in this Agreement shall be interpreted to mean that employees are precluded from filing complaints with the California Department of Fair and Equal Housing and/or federal Equal Employment Opportunity Commission.

B. Procedures Applicable to Arbitration.

(1) California Code of Civil Procedure. Binding arbitration shall be conducted pursuant to California Code of Civil Procedure section 1280 et seq.

(2) Either Party May Initiate. Either the District or Employee may request that a dispute be submitted to arbitration upon written notification to the other party.

(3) Selection of an Arbitrator. The District and Employee shall attempt to agree upon an arbitrator. If no agreement can be reached, either party may request that the State of California Conciliation and Mediation Service provide a panel of five (5) names of experienced labor arbitrators. Each party shall alternately strike a name until one name remains. Employee shall strike first. The remaining panel member shall be the arbitrator.

(4) Arbitrator’s Decision. The arbitrator’s decision shall be in writing, setting forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to issue a decision which violates the terms of this Agreement. The decision of the arbitrator shall be submitted to the District and Employee within thirty (30) days

of the hearing and shall be final and binding upon the parties.

C. Costs. All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel, and subsistence expenses will be borne by the District. All other costs, including attorneys' fees, will be borne by the party incurring the costs. If, however, any party prevails on a statutory claim that affords the prevailing party attorneys' fees and costs, or if there is a written agreement providing for attorneys' fees and costs, then the arbitrator may award reasonable attorneys' fees and costs to the prevailing party. Any dispute as to who is a prevailing party and/or the reasonableness of any fee or costs shall be resolved by the arbitrator.

D. Term of Agreement. This Agreement to arbitrate shall survive the termination of Employee's employment. It can only be revoked or modified in writing signed by both Parties that specifically states an intent to revoke or modify this Agreement and is signed by the District's Board President.

E. Severability. If any provision of this Agreement to arbitrate is adjudged to be void or otherwise unenforceable, in whole or in part, the void or unenforceable provision shall be severed and such adjudication shall not affect the validity of the remainder of this Agreement to arbitrate.

F. Because each party is giving up a right, Employee is encouraged to have independent counsel of his choice review these arbitration provisions and this entire Agreement before signing the Agreement. District and Employee confirm that they have read and understand these provisions concerning arbitration of disputes and voluntarily agree to binding arbitration. In doing so, District and Employee voluntarily give up important constitutional rights to trial by judge or jury as well as rights to an appeal.

Initials:

_____ District

_____ Employee

10. Workers' Compensation. Pursuant to the State of California Labor Code, sections 3700, et seq., the District shall secure workers' compensation insurance for Employee.

11. Attorney's Fees. In the event of any controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs, in addition to any other relief.

12. Notices. All notices, demands, or requests of any kind that either party may be required or desires to serve upon the other party shall be in writing and shall be effective when actually received and delivered by: (i) personal service; (ii) registered or certified mail, return receipt requested, postage prepaid; (iii) reputable overnight mail courier that guarantees next day delivery and provides a receipt; (iv) facsimile; or (v) electronic mail transmission, and addressed to the Party to which such notice is given as follows:

DISTRICT: Board of Directors
Town of Discovery Bay
1800 Willow Lake Road
Discovery Bay, CA 94505-9376
Telephone: (925) 634-1131
Facsimile: (925) 513-2705

WITH COPY TO: Rod A. Attebery
Neumiller & Beardslee
509 West Weber Avenue, 5th Floor (95203)
P.O. Box 20
Stockton, CA 95201-3020
Telephone: (209) 948-8200
Facsimile: (209) 948-4910
Email: Rattebery@neumiller.com

GENERAL MANAGER: Mr. Michael R. Davies
1973 Seal Way
Discovery Bay, CA 94505
Telephone: (925) 783-1579

All notices, requests, demands, consents and other communications hereunder shall be transmitted in writing and shall be deemed to have been given at the time of delivery if given in person or within twenty-four (24) hours after being sent by certified mail, postage prepaid, return receipt requested and addressed as indicated above or at the latest address in the District's employment records or at any other address which the parties shall give written notice of pursuant to this section.

13. Interpretation. For purposes of this Agreement, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to sections, and exhibits mean the sections of, and exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

14. Headings. The paragraph headings used in this Agreement are for reference only, and shall not in any way limit or amplify the terms and provisions hereof, nor shall they enter into the interpretation of the Agreement.

15. Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate

or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

16. Indemnification. The District shall provide for the defense of Employee in any action or proceeding alleging an act or omission within the scope of employment of Employee in conformance with State Law (Government Code sections 995, et seq.). In addition, any funds provided by the District for the legal criminal defense of Employee shall be fully reimbursed to the District by Employee if Employee is convicted of a crime involving the abuse of his office or position as required under Government Code section 53243.1.

17. Amendment. This Agreement may be amended only by a written document executed by each party hereto.

18. Assignment. This Agreement is not assignable by the District or Employee.

19. Severability. In the event that any provision of this Agreement has been finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule whether of the State of California or any other jurisdiction.

21. Entire Agreement. This Agreement supersedes any and all other agreements, whether oral or in writing, between the District and Employee with respect to Employee's employment hereunder. Any modification of this Agreement shall be effective only if embodied in a formal amendment duly adopted by the District Board of Directors and reduced to a fully executed written document in writing.

22. Employee and District acknowledge that each party has reviewed, negotiated, and had an opportunity to discuss with counsel this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the Town of Discovery Bay has caused this Agreement to be signed and executed on its behalf by its President of the District Board and duly attested by its Clerk, and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

ATTEST:

"EMPLOYER"
TOWN OF DISCOVERY BAY

Clerk

By: _____
Kevin Graves
President of the Board

APPROVED AS TO FORM:

"EMPLOYEE"

Rod A. Attebery
Attorney for Employer

Michael R. Davies

EXHIBIT A

TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT

GENERAL MANAGER Class Description

DEPARTMENT/DIVISION: General Manager

EXAMPLES OF ESSENTIAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Plans, organizes and administers, either directly or through subordinate management and supervisory staff, coordinates and evaluates the work of the District in accordance with applicable laws, codes and regulations, and adopted policies and objectives of the Board of Directors.
- Directs and coordinates the development and implementation of goals, objectives and programs for the Board of Directors and the District; develops administrative policies, procedures and work standards to ensure that the goals and objectives are met and that programs provide mandated services in an effective, efficient and economical manner.
- Oversees the preparation of the annual budget for the District; authorizes directly or through staff, budget transfers, expenditures and purchases; provides information regarding the financial condition and needs to the Board of Directors.
- Advises the Board of Directors on issues, programs and financial status; prepares and recommends long- and short-range plans for District service provision, capital improvements and funding; and directs the development of specific proposals for action regarding current and future District needs.
- Oversees the administration, construction, use and maintenance of all District facilities and equipment, including buildings, parks, facilities other public property.
- Represents the District and the Board in meetings with governmental agencies, community groups and various business, professional, educational, regulatory and legislative organizations; acts as the District liaison with the media.
- Provides for the investigation and resolution of complaints regarding the administration of and services provided by the District government.
- Provides for contract services and ensures proper performance of obligations to the District; has responsibility for enforcement of all District codes and regulations.
- Oversees the selection, training, professional development and work evaluation of District staff; oversees the implementation of effective employee relations and related programs; provides policy guidance and interpretation to staff.
- Directs the preparation of and prepares a variety of correspondence, reports, policies, procedures and other written materials.
- Oversees the maintenance of working and official District files.
- Ensures that the Board is kept informed of District functions, activities and financial status and of legal, social and economic issues affecting District activities.
- Monitors changes in laws, regulations and technology that may affect District operations; implements policy and procedural changes as required.

EXHIBIT A

- Performs other duties as assigned.



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

March 7, 2018

Prepared By: Michael R. Davies, General Manager
Submitted By: Michael R. Davies, General Manager

MRD

Agenda Title

Town of Discovery Bay Record Retention Schedules.

Recommended Action

Adopt Resolution No. 2018-02 approving Town of Discovery Bay Records Retention and Document Destruction Schedules.

Executive Summary

Our Records Retention Schedules have been updated to reflect changes in law and operations. The adoption of these updated retention schedules will result in efficiency gains and cost savings.

Background:

The Town's records management consultant, Gladwell Governmental Services, Inc., (GGS), has reviewed and updated the records retention schedules to bring them current with changes in law and operational "Best Practices."

Additions are in blue underlined font; deletions are in red strike out.

The update of the records retention schedules are driven by many factors, including:

- Many departments are filing and storing copies of the same records
- Town of Discovery Bay produces and manages many permanent records
- Escalating records storage expenses
- Technology advancements
- Changes in law, pertaining to special district records

Gladwell Governmental Services, Inc. has assisted over 150 California municipal governments with their records management, records retention and/or document imaging programs, including many special districts, agencies or units.

The appropriate Department Manager, the General Manager, and District Counsel have reviewed and approved all Retention Schedules.

Fiscal Impact:

The Town of Discovery Bay will realize significant savings both in labor and storage expenses; including the avoidance of future storage and/or construction costs.

Amount Requested \$

Sufficient Budgeted Funds Available?:

Prog/Fund # Category: Pers. Optg. Cap. -or- CIP# Fund#

Previous Relevant Board Actions for This Item:

March 15, 2017 - Adoption of Resolution 2017-05 and Record Retention and Document Destruction Schedules.

Attachments

Resolution 2018-02; How to Use Retention Schedules; Record Retention Schedule Legend; Updated Record Retention Schedules Per Department

AGENDA ITEM: C-5



**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT**

RESOLUTION 2018-02

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY,
A CALIFORNIA COMMUNITY SERVICES DISTRICT,
ADOPTING A RECORDS RETENTION SCHEDULE AND AUTHORIZING DESTRUCTION OF
CERTAIN DISTRICT RECORDS,
AND RESCINDING PREVIOUS RESOLUTION 2017-05**

WHEREAS, the maintenance of numerous records is expensive, slows document retrieval, and is not necessary after a certain period of time for the effective and efficient operation of the government of the Town of Discovery Bay Community Services District; and

WHEREAS, Section 60200 of the Government Code of the State of California provides that the legislative body of a special district may authorize at any time the destruction or disposition of any duplicate record, paper, or document, the original or a permanent photographic record of which is in the files of any officer or department of the district; and

WHEREAS, Section 60201 of the Government Code of the State of California is amended effective January 1, 2005 to provide that district records which have served their purpose, which are not expressly required by law to be filed and persevered, and which will not adversely affect any interest of the district or public may be destroyed; and

WHEREAS, the District has a procedure to maintain a list of the types of records destroyed or disposed of that reasonably identifies the information contained in the records in each category; and

WHEREAS, the District previously adopted Resolution 2017-05 adopting records retention schedules;

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Resolution Number 2017-05 is hereby rescinded.

Section 2. The Board of Directors finds that the destruction or disposition of the records series that have exceeded the retention periods as set forth in the Records Retention Schedule Exhibit A will not adversely affect any interest of the District or the public.

Section 3. The records of the Town of Discovery Bay Community Services District, as set forth in the Records Retention Schedule Exhibit A, attached hereto and incorporated herein by this reference, are hereby authorized to be destroyed as provided by Section 60201 et seq. of the Government Code of the State of California and in accordance with the provision of said schedule in accordance with District policies and procedures.

Section 4. Updates to the Records Retention Schedules are hereby authorized, with the written approval of the Department Head and General Manager.

Section 5. The term "records" as used herein shall include documents, instructions, books, microforms, electronic files, magnetic tape, optical media, or papers; as defined by the California Public Records Act.

Section 6. The Board Secretary shall certify the adoption of this Resolution.

Section 7. This Resolution shall become effective immediately upon its passage and adoption.

PASSED, APPROVED AND ADOPTED THIS 7th DAY OF MARCH 2018.

Kevin Graves
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on March 7, 2018, by the following vote of the Board:

AYES:
NOES:
ABSENT:
ABSTAIN:

Michael R. Davies
Board Secretary

HOW TO USE RETENTION SCHEDULES

©1995-2018 Gladwell Governmental Services, Inc. (909) 337-3516 - all rights reserved
Do not duplicate or distribute without prior written permission

A legend explaining the information presented in the retention schedule has been printed on the back of each page for your easy reference; an index to locate records is also provided.

The specified retention period applies regardless of the media of the record: If a record is stored on paper and a computer file on a hard drive, both records should be destroyed (or erased) after the specified period of time has elapsed.

Copies or duplicates of records should never be retained longer than the prescribed period for the original record.

STRUCTURE: DISTRICTWIDE, DEPARTMENTS & DIVISIONS

The District-wide retention schedule includes those records all departments have in common (letters, memorandums, purchase orders, etc.). These records are NOT repeated in the Department retention schedule, unless that department is the Office of Record, and therefore responsible for maintaining the original record for the prescribed length of time.

Each department has a separate retention schedule that describes the records that are unique to its department, or for which it is the Office of Record. Where appropriate, the department retention schedules are organized by Division within that Department. If a record is not listed in your department retention schedule, refer to the District-wide retention schedule. An index will be provided for your reference.

BENEFITS

This retention schedule will provide the District with the following benefits:

- Reduce administrative expenses, expedite procedures
- Free filing cabinet and office space
- Reduce the cost of records storage
- Eliminate duplication of effort within the District
- Find records faster
- Easier purging of file folders
- Determine what media should be used to store records

For questions, please contact the District Clerk / Secretary.

Authorization to Destroy Records:

All original records that have exceeded their retention period must be authorized for destruction according to District Policies & Procedures prior to destroying them.

- If there is a **minimum** retention ("**Minimum 2 years**"), it must be authorized for destruction before it is destroyed, as it is an original record.

Copies, drafts, notes and non-records do NOT require authorization, and can be destroyed "When No Longer Required."

- If there is **NOT** a minimum retention ("When No Longer Required"), it does NOT need to be authorized for destruction prior to destruction, as it is a preliminary draft / transitory record or a copy.
- On every page of the schedules (near the top, just under the column headings) are important instructions, including instructions regarding holds on destroying records. "**Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).**"

RECORDS RETENTION SCHEDULE LEGEND

©1995 - 2018 Gladwell Governmental Services, Inc. (909) 337-3516 - all rights reserved
Do not duplicate or distribute without prior written permission

OFR (Office of Record): The department that keeps the original or “record copy.” Usually it is the department that originates the record, unless the item is for a District Board meeting (then it is the District Clerk / Secretary.)

Records Description: The record series (a group of like records).

Transitory Records: Records that are not retained in the ordinary course of business, including without limitation: Preliminary drafts, notes, or interagency or intra-agency memoranda and records having only transitory value. Examples: Telephone messages, meeting room reservation schedules, logs, source records entered into a computer system that qualify as a “trusted system”, etc.

Non-Record: Documents, studies, books and pamphlets produced by outside agencies, preliminary drafts not retained by the District in the ordinary course of business.

Retention/Disposition:

- Active:** How long the file remains in the immediate office area (*guideline*)
- Inactive:** How long the file is in off-site storage, stored on Optical Disk or Microforms (*guideline*)
- Total Retention:** The total number of years the record will be retained active and inactive

For file folders containing documents with different retention timeframes, use the document with the longest retention time.

P = Permanent

Indefinite = No fixed or specified retention period; used for databases, because the data fields are interrelated.

Vital? = Those records that are needed for basic operations in the event of a disaster.

Media Options (*guideline*) – the form of the record:

- Mag = Computer Magnetic Media (hard drives, tapes, USB Drives, thumb drives, etc.)
- Mfr = Microforms (aperture cards, microfilm, microfiche, or jackets)
- Ppr = Paper
- OD = Optical Disk, CD-r, DVD-r, WORM, or other media which does not allow changes

Scan / Import (*guideline*):

- “S” indicates the record should be scanned into the document imaging system;
- “I” indicates the record should be electronically imported into the document imaging system;
- “M” indicates the record should be microfilmed

Destroy Paper after Imaged & QC’d: “Yes” indicates the paper version may be destroyed **IF** the document has been imaged (electronically generated, scanned or imported **and** placed on **Unalterable Media – DVD-R, CD-R, or WORM, or microfilmed**), and both the images and indexing Quality Checked (“QC’d”). The electronic record or image must contain all significant details from the original and be an adequate substitute for the original document for all purposes, and other legal mandates apply. Includes all electronic records which are to serve as the Official Record.

Legend for legal citations (§: Section)
CC: Civil Code (CA)
CFC: California Fire Code
EVC: Evidence Code (CA)
FTB: Franchise Tax Board (CA)
HUD: Housing & Urban Develop. (US)
PC: Penal Code (CA)
USC: United States Code (US)
WC: Water Code

B&P: Business & Professions Code (CA)
CCP: Code of Civil Procedure (CA)
CFR: Code of Federal Regulations (US)
FA: Food & Agriculture Code (CA)
GC: Government Code (CA)
LC: Labor Code (CA)
R&T: Revenue & Taxation Code (CA)
VC: Vehicle Code (CA)

CBC: California Building Code
CCR: California Code of Regulations (CA)
EC: Elections Code (CA)
FC: Family Code (CA)
H&S: Health & Safety Code (CA)
Ops. Cal. Atty. Gen.: Attorney General Opinions (CA)
UFC: Uniform Fire Code
W&I: Welfare & Institutions Code (CA)

RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference
			Active (in office)	Inactive (Records Center)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>									
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>									
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>									
Human Resources	DW-001	Accident, Incident, Injury reports: EMPLOYEES , with associated MSDS, if a chemical was involved	Copies - When No Longer Required		Copies - When No Longer Required		Mag, Ppr		Copies retained for reference; GC §60200
Risk Manag.	DW-002	Accident, Incident, Injury reports: PUBLIC	Copies - When No Longer Required		Copies - When No Longer Required		Mag, Ppr		Copies retained for reference; GC §60200
Finance	DW-003	Accounts Payable, Invoices, Petty Cash, Travel Reimbursement , Warrant Requests, etc. ALL backup is forwarded to Finance	Copies - When No Longer Required		Copies - When No Longer Required	Yes: Before Payment	Mag, Ppr		All originals go to Finance (these are copies); GC §60200
Lead Dept.	DW-004	Affidavits of Publications / Public Hearing Notices / Legal Advertising / Affidavits of Posting	2 years		2 years		Mag, Mfr, OD, Ppr		Brown Act challenges must be filed within 30 or 90 days of action; Statute of Limitations on Municipal Government actions is 3 - 6 months; GCP §§337 et seq, 349.4 ; GC §§60201, 54960.1(c)(1)
Board Clerk	DW-005	Agenda Packets / Staff Reports: Board of Directors	Copies - When No Longer Required		Copies - When No Longer Required		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD GC §60200

RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference	
			Active (in office)	Inactive (Records Center)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?		
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>											
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>											
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>											
Board Clerk	DW-006	Agreements & Contracts ALL BOARD APPROVED (Specifications / Scope of Work, Notices of Completion, etc.)	Copies - When No Longer Required		Copies - When No Longer Required			Mag, Mfr, OD, Ppr	S	Yes: Upon Completion	All agreements that are approved by the Board of Directors are sent to the Board Clerk; GC §60200
Lead Dept.	DW-007	Agreements & Contracts: ADMINISTRATIVE FILES / ORIGINAL CONTRACTS Not Approved by the Board of Directors (Correspondence, Project Administration, Project Schedules, Certified Payrolls, Insurance Certificates, Invoices, Logs, RFP, etc.)	Completion	10 years	Completion + 10 years	Yes: Before Completion		Mag, Mfr, OD, Ppr	S/I	Yes: Upon Completion	Covers E&O Statute of Limitations (insurance certificates are filed with agreement); Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; Statewide guidelines propose termination + 5 years; CCP §337 et. seq., GC §60201

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Records Center)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Lead Dept.	DW-008	Agreements & Contracts: ADMINISTRATIVE FILES (with Grant Funding) / ORIGINAL CONTRACTS Not Approved by the Board of Directors (Correspondence, Project Administration, Project Schedules, Certified Payrolls, Insurance Certificates, Invoices, Logs, RFP, etc.)	Completion	10 years or After Funding Agency Audit, if required, whichever is longer	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Yes: Before Completion	Mag, Mfr, OD, Ppr	S/I	Yes: Upon Completion	Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; Statewide guidelines propose termination + 5 years; CCP §337 et. seq., 2 CFR 200.333 ; 21 CFR 1403.36 & 1403.42(b) ; 24 CFR 85.42 , 91.105(h), 92.505, & 570.502(b), 28 CFR 66.42 ; 29 CFR 97.42; 40 CFR 31.42 ; 44 CFR 13.42 ; 45 CFR 92.42 ; OMB Circular A-133; GC §60201
Lead Dept.	DW-009	Agreements & Contracts: UNSUCCESSFUL BIDS, UNSUCCESSFUL PROPOSALS or RESPONSES to RFPs (Request for Proposals) and/or RFQs (Request for Qualifications) that don't result in a contract	2 years			2 years		Mag, Ppr		

RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference
			Active (in office)	Inactive (Records Center)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>									
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>									
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>									
Finance	DW-010	Audits / Audit Reports / CAFR - Comprehensive Annual Financial Reports	Copies - When No Longer Required		Copies - When No Longer Required		Mag, Ppr		Copies; GC §60200
	DW-011	Bids: See Agreements & Contracts							
Staffing Dept.	DW-012	Boards and Committees: AUDIO RECORDINGS of Meetings / Audio Tapes	2 years		2 years		Tape (Mag)		District preference; State law only requires for 30 days; GC §54953.5(b)
Staffing Dept.	DW-013	Boards, Commissions, & Committees: Board of Directors Subcommittees (Composed solely of less than a quorum of the Board of Directors)	2 years		2 years		Mag, Ppr		All recommendations are presented to the Board of Directors; GC §60201 et seq.
	DW-014	Boards, Commissions, & Committees: External Organizations (e.g. County Board of Supervisors)	When No Longer Required		When No Longer Required		Mag, Ppr		Non-records
Staffing Dept.	DW-015	Boards, Commissions, & Committees: Residents Advisory Bodies Formed by Board of Directors AGENDAS, AGENDA PACKETS.	Minimum 2 years		Minimum 2 years		Mag, Ppr		Brown Act challenges must be filed within 30 or 90 days of action; GC §§60201, 54960.1(c)(1)

RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Records Center)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Staffing Dept.	DW-016	Boards, Commissions, & Committees: Residents Advisory Bodies Formed by Board of Directors MINUTES & BYLAWS	P		P	Yes	Mag, Mfr, OD, Ppr	S	Yes: After 10 years	Notes taken to facilitate the writing of the minutes can be destroyed after minutes have been adopted; GC §60201 et seq.
	DW-017	Brochures: See Reference Manuals								
Board Clerk & Finance	DW-018	Budgets - Finals	Copies - When No Longer Required		Copies - When No Longer Required	Yes: Current Fiscal Year	Mag, Mfr, OD, Ppr	S/I	Yes: After 5 years	Final must be filed with County Auditor; GC §60200, 40802, 53901
Lead Dept.	DW-019	Attorney Opinions	Minimum 2 years		Minimum 2 years	Yes	Mag, Mfr, OD, Ppr	S		Department Preference; GC §60201
Board Clerk AND Risk Manage.	DW-020	Claims	Copies - When No Longer Required (Upon Settlement)		Copies - When No Longer Required (Upon Settlement)	Yes: Before Settlement	Mag, Mfr, OD, Ppr	S/I	Yes: After Settlement	GC §§60200, 60201.6
Lead Dept.	DW-021	Committees Internal - Attended by employees: All Records (e.g. Records Management Committee, In-House Task Forces, etc.)	2 years		2 years		Mag, Ppr			GC §60201

RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Records Center)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Lead (Responding) Dept.	DW-022	Complaints / Concerns from Citizens Computer Tracking Software or Correspondence	Minimum 2 years		Minimum 2 years					District preference; Statute of Limitations for personal property, fraud, etc. is 3 years; Claims must be filed in 6 months; CCP §§338 et seq., 340 et seq., 342, GC §§945.6, GC §60201
	DW-023	Contracts: See Agreements								
	DW-024	Copies or duplicates of any record	Copies - When No Longer Required		Copies - When No Longer Required					GC §60200
Dept. that Authors Document or Receives the District's Original Document	DW-025	Correspondence - ROUTINE (Content relates in a substantive way to the conduct of the public's business) (e.g. Letters, Memos, Administrative, Chronological, General Files, Memorandums, Reading File, Working Files, etc.)	2 years			2 years				

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Records Center)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Dept. that Authors Document or Receives the District's Original Document	DW-026	Correspondence - TRANSITORY / PRELIMINARY DRAFTS , Interagency and Intraagency Memoranda not retained in the ordinary course of business <u>Content NOT Substantive, or NOT made or retained for the purpose of preserving the informational content for future reference</u> (e.g. calendars, checklists, e-mail or social media posting NOT made or retained for the purpose of preserving the informational content for future reference , invitations, instant messaging, logs, mailing lists, meeting room registrations, supply inventories, telephone messages, text messages, transmittal letters, thank yous, requests from other cities, undeliverable envelopes, visitors logs, voice mails, webpages, etc.)	When No Longer Required		When No Longer Required			Mag, Ppr		Electronic and paper records are categorized, filed and retained based upon the CONTENT of the record. Records where <u>either the Content relates in a substantive way to the conduct of the public's business, or ARE made or retained for the purpose of preserving the informational content for future reference</u> are saved by placing them in an electronic or paper (project) file folder and retained for the applicable retention period. If not mentioned here, consult the City Attorney to determine if a record is considered transitory / preliminary draft. GC §§34090, 6252, 6254(a); 64 Ops. Cal. Atty. Gen. 317 (1981)); <u>City of San Jose v. Superior Court (Smith)</u> . <u>S218066. Supreme Court of California. 2017</u>
Board Clerk	DW-027	Deeds, Easements, Final Orders of Condemnations (All)	Copies - When No Longer Required		Copies - When No Longer Required			Mag, Ppr		Send all originals to the Board Clerk; GC §60200

RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS

Office of Record (OFR)	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Records Center)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Lead Dept.	DW-028	Drafts & Notes: Drafts that are revised (retain final version)	When No Longer Required		When No Longer Required			Mag, Ppr		As long as the drafts and notes are not retained in the "Regular Course of Business". Consult the District Attorney to determine if a record is considered a draft. GC §§60201, 6252, 6254(a)
Lead Dept.	DW-029	Facility Use Applications / Facility Use Permits	2 years		2 years			Mag, Ppr		GC §60201
Lead Dept.	DW-030	GIS Database / Data / Layers (both District-wide and Specialized)	When No Longer Required		When No Longer Required	Yes		Mag		The Lead Department should print out historical documents (or save source data) prior to replacing the data, if they require the data or output for historical purposes; Department Preference (Preliminary documents); GC §60201 et seq.
Lead Dept.	DW-031	Grants (UNSUCCESSFUL Applications, Correspondence)	2 years		2 years			Mag, Ppr		GC §60201

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Records Center)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Lead Dept.	DW-032	Grants / CDBG / Reimbursable Claims (SUCCESSFUL Reports, other records required to pass the funding agency's audit, if required) Applications (successful), grant agreement, program rules, regulations & procedures, reports to grant funding agencies, correspondence, audit records, completion records	2 years	After Funding Agency Audit, if Required - Minimum 5 years	After Funding Agency Audit, if required - Minimum 5 years			Mag, Ppr		Meets auditing standards; Grants covered by a Consolidated Action Plan are required for 5 years; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; statewide guidelines propose 4 years; 2 CFR 200.333; 21-CFR-1403.36 & 1403.42(b) ; 24 CFR 85.42 ; 91.105(h), 92.505, 570.490, & 570.502(a&b), 28-CFR-66.42 ; 29 CFR 97.42; 40-CFR-31.42 ; 44-CFR-13.42 ; 45-CFR-92.42 ; OMB Circular A-110 & A-133GC §60201
Human Resources	DW-033	Grievances and Informal Complaints (Employees)	Copies - When No Longer Required		Copies - When No Longer Required	Yes: Before Disposition		Mag, Ppr		Send all grievances to Human Resources; All State and Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; GC §§12946, 60201
Risk Manag.	DW-034	Lawsuits, Litigation, Pending Litigation	Copies - When No Longer Required (Upon Settlement)		Copies - When No Longer Required (Upon Settlement)	Yes: Before Settlement		Mag, Mfr, OD, Ppr	S/I	Yes: After Settlement Risk Management administrates claim; GC §§60200, 60201.6

RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Records Center)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Lead Dept.	DW-035	Leave Requests / Vacation Requests	When No Longer Required		When No Longer Required		Mag, Ppr			District Preference; Preliminary draft / transitory record; GC §60201, GC §6252
Board Clerk	DW-036	Minutes - Board of Directors	Copies - When No Longer Required		Copies - When No Longer Required	Yes (all)	Mag, Mfr, OD, Ppr	S	No	Originals maintained by Board Clerk Permanently; GC §60200
Board Clerk	DW-037	Municipal Code (these are copies)	Copies - When No Longer Required		Copies - When No Longer Required	Yes: Current Original	Mag, Mfr, OD, Ppr	I	No	Return any whole unused codes to the Board Clerk; Originals maintained by Board Clerk Permanently; GC §60201
Lead Dept.	DW-038	Newspaper Clippings	When No Longer Required		When No Longer Required		Ppr			Non-records - may be obtained from the newspaper company; GC §60201
Staffing Dept.	DW-039	Notices: Public Hearing Notices and Proofs of Publications	Project Approval + 2 years		Project Approval + 2 years		Mag, Ppr			Statute of Limitations on Municipal Government actions is 3 - 6 months; CCP§337 et seq; GC §60201
Board Clerk	DW-040	Ordinances - Board of Directors	Copies - When No Longer Required		Copies - When No Longer Required	Yes (all)	Mag, Mfr, OD, Ppr	S	No	Originals maintained by Board Clerk Permanently; GC §60201
Human Resources	DW-041	Personnel Files	Send to Human Resources Upon Separation or Transfer		Send to Human Resources Upon Separation or Transfer	Before Separation	Mag, Ppr			Ensure records kept in Department files comply with District policy (all originals are sent to Human Resources); GC §60200

RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Records Center)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Lead Dept.	DW-042	Personnel Files (Supervisor's Notes)	When No Longer Required		When No Longer Required	Before Annual Performance Evaluation	Mag, Ppr			Preliminary Drafts; Notes maintained in a separate folder to be incorporated into performance evaluation, or to document progressive discipline; GC §60201 et seq.
Lead Dept.	DW-043	Personnel Work Schedules	2 years		2 years		Mag, Ppr			GC §60201
Lead Dept.	DW-044	Public Relations / Press Releases	2 years		2 years		Mag, Ppr			GC §60201
Lead Dept. (Who Ordered the Appraisal)	DW-045	Real Estate Appraisal Reports: Property NOT purchased, Loans not funded, etc.	2 years		2 years		Mag, Ppr			Not accessible to the public; Statewide Guidelines show 2 years; GC §§60201, 6254(h)
Lead Dept. (Who Ordered the Appraisal)	DW-046	Real Estate Appraisal Reports: Purchased Property, Funded Loans	2 years	Minimum 3 years	Minimum 5 years	Yes: Before Purchase	Mag, Mfr, OD, Ppr	S	Yes: After Inactive	Not accessible to the public until purchase has been completed; meets grant auditing requirements; 2 CFR 200.333 ; 24 CFR 85.42 & 91.105(h), & 570.502(b); 29 CFR 97.42, GC §60201
	DW-047	Reference Materials: Policies, Procedures, Brochures, Manuals, Brochures, Flyers, Manuals, Newsletters, etc: Produced by OUTSIDE ORGANIZATIONS (League of California Cities, Chamber of Commerce, etc.)	When No Longer Required		When No Longer Required		Mag, Ppr			Non-Records

RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Records Center)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Lead Dept.	DW-048	Reference Materials: Policies, Procedures, Brochures, Flyers, Manuals, Newsletters, etc: Produced by YOUR Department	Minimum 2 years		Minimum 2 years			Mag, Ppr		Statewide guidelines propose superseded + 2 or 5 years; GC §60201
Lead Dept.	DW-049	Reference Materials: Policies, Procedures, Brochures, Flyers, Manuals, Newsletters, etc: Produced by OTHER Departments	When Superseded		When Superseded			Mag, Ppr		Copies; GC §60200
	DW-050	Reference or Working Files: See Correspondence								
Lead Dept.	DW-051	Reports and Studies (Historically significant - e.g., Zoning Studies)	10 years	P	P			Mag, Mfr, OD, Ppr	S/I	Yes: After 10 years Administratively and Historically significant, therefore retained permanently; GC §60201
Lead Dept.	DW-052	Reports and Studies (other than Historically significant reports - e.g. Annual Reports)	10 years		10 years			Mag, Ppr		Information is outdated after 10 years; statewide guidelines propose 2 years; If historically significant, retain permanently; GC §60201
Board Clerk	DW-053	Resolutions - Board of Directors	Copies - When No Longer Required		Copies - When No Longer Required	Yes (all)		Mag, Mfr, OD, Ppr	S	No Originals maintained by Board Clerk Permanently; GC §60200
Lead Dept.	DW-054	Special Projects / Subject Files / Issue Files	Minimum 2 years		Minimum 2 years			Mag, Ppr		Department Preference; GC §60201 et seq.
Lead Dept.	DW-055	Subject / Reference Files: Subjects other than Specifically Mentioned in Retention Schedules	Minimum 2 years		Minimum 2 years			Mag, Ppr		Department Preference; GC §60201 et seq.

RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS

Office of Record	Retention No.	Records Description	Retention / Disposition						Comments / Reference
			Active (in office)	Inactive (Records Center)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>									
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>									
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>									
Lead Dept.	DW-056	Surveys / Questionnaires (that the District issues). If a summary of the data is compiled, the survey forms are considered a draft or transitory record, and can be destroyed as drafts (When No Longer Required)	2 years		2 years		Mag, Ppr		GC §60201
Finance / Payroll	DW-057	Time Sheets / Time Cards / Overtime Sheets / Overtime Cards	Copies - When No Longer Required		Copies - When No Longer Required		Mag, Ppr		GC §60200
Lead Dept.	DW-058	Training - ALL COURSE RECORDS (Attendance Rosters, Outlines and Materials; includes Ethics & Safety training & Tailgate Training Meetings)	2 years	5 years	7 years		Mag, Mfr, OD, Ppr	S Yes: When Inactive	Department preference; Ethics Training is 5 years; Statewide guidelines propose 7 years; Calif. Labor Division is required to keep their OSHA records 7 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years for personnel actions; 8 CCR §3203 et seq., 29 CFR 1602.31; LC §6429(c); GC §§12946, 60201, 53235.2(b)

RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS

Office of Record	Retention No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Records Center)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Lead Dept.	DW-059	Volunteer / Unpaid Intern Applications & Agreements - Successful	Inactive / Separation + 3 years		Inactive / Separation + 3 years			Ppr		Department preference (Courts treat volunteers as employees); EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; 29 CFR 1602.31 & 1627.3(b)(1)(i)&(ii), GC
Lead Dept.	DW-060	Volunteer / Unpaid Intern Applications & Agreements - Unsuccessful or Pending Applicants	3 years		3 years			Ppr		Department preference (Courts treat volunteers as employees); EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; 29 CFR 1602.31 & 1627.3(b)(1)(i)&(ii), GC



Town of Discovery Bay

“A Community Services District”

STAFF REPORT

Meeting Date

March 7, 2018

Prepared By: Dina Breitstein, Finance Manager
Submitted By: Michael R. Davies, General Manager

MRD

Agenda Title

Proposal to Amend Ordinance No. 7 – An Ordinance of the Board of Directors of the Town of Discovery Bay, A California Community Services District, Amending Ordinance No. 7 Water Regulations and Service Ordinance.

Recommended Action

That the Board introduces amendments to Water Ordinance No. 7 as drafted, set the Public Hearing for March 21, 2018, adopt Ordinance No. 7 on April 19, 2018, and waive the full reading of the DRAFT Amended Ordinance No. 7 Water Regulations and Service Ordinance.

Executive Summary

On January 17, 2001, the Town’s Board of Directors adopted Ordinance No. 7 establishing a water ordinance throughout Discovery Bay. A revision to this ordinance is being brought to the Board of Directors on March 7, 2018. This ordinance is intended to provide rules and regulations applicable to the provision of Water by the District. It is the intent of the TODBCSD Board of Directors to establish procedures and policies necessary to the orderly administration of a Water conservation program to prohibit Waste and to restrict the use of Water during a Water shortage emergency.

Due to upgraded infrastructure, completion of the Water Meter Project and state-imposed emergency drought regulations of 2014-2016, the District considers it time to review and update the water ordinance. The water ordinance in its entirety has been rewritten by Staff and Legal Counsel to regulate all water usage of the District.

Current Ordinance No.7 and Draft Amended Ordinance No.7 are attached.

If adopted by the Board at a Public Hearing on March 21, 2018, Amended Ordinance No.7 will become effective thirty days later, on April 19, 2018.

Fiscal Impact:

Amount Requested \$ N/A
Sufficient Budgeted Funds Available?: (If no, see attached fiscal analysis)
Prog/Fund # Category: Pers. Optg. Cap. -or- CIP# Fund#

Previous Relevant Board Actions for This Item

January 17, 2001 – Adoption of Ordinance No. 7

Attachments

Ordinance No. 7
 Draft Amended Ordinance No.7

AGENDA ITEM: G-1

ORDINANCE NO. 07

**AN ORDINANCE OF THE TOWN OF DISCOVERY BAY
PROVIDING CHARGES FOR CONNECTION TO
FACILITIES AND FOR SERVICES FURNISHED BY
THE TOWN OF DISCOVERY BAY, AND
ESTABLISHING RULES AND REGULATIONS
FOR, WATER SERVICE**

BE IT ORDAINED by the Board of Directors of the Town of Discovery Bay, as follows:

SECTION 1. GENERAL PROVISION

1.01. Short Title. This Ordinance may be cited as the Town of Discovery Bay "Water Regulations and Service Ordinance".

1.02. Purpose. This Ordinance is intended to provide rules and regulations applicable to the provision of water by the District. It is additionally the intent of the Board of Directors to establish by this Ordinance those procedures and policies necessary to the orderly administration of a water conservation program to prohibit waste and to restrict the use of water during a water shortage emergency.

1.03. Enabling Statutes. This Ordinance is adopted pursuant to the authority granted in California Government Code Sections 61000 and following.

1.04. Application. This Ordinance shall apply to all water facilities constructed, maintained, and operated by the District.

1.05. Enterprise. The District will furnish and/or make available, a system, plant, works, and undertaking used for and useful in, the delivery of potable water for the District's service area, including all annexations thereto, lands, easements, rights in land, contract rights, and franchises.

1.06. Separability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance or the application thereof to any person or circumstances are for any reason held to be unconstitutional or invalid by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or the application of such provision to other persons or circumstances. The governing body hereby declares that it would have passed this Ordinance or any section, subsection, sentence, clause or phrase hereof irrespective of the fact that any one or more section, subsection, sentences, and clauses or phrases are declared to be unconstitutional.

1.07. Words and Phrases. For the purpose of this Ordinance all words used herein in the present tense shall include the future; all words in the plural number shall include the singular number; and all words in the singular number shall include the plural number.

1.08. Means of Enforcement. The District hereby declares that the procedures contained herein are established as a means of enforcement of the terms and conditions of its ordinances, rules and regulations and not as a penalty.

1.09. Notices. Whenever a notice is required to be given under this Ordinance, unless different provisions are specifically made herein, such notice may be made either by personal delivery thereof to the person to be notified or by deposit in the U.S. Mail in a sealed envelope, postage prepaid, addressed to such person at his or her last known business or residence address as the name appears on public records or other records pertaining to the matter to which the notice is directed. Service by mail shall be deemed to have been completed at the time of deposit in the post office.

Proof of giving any notice may be made by the certificate of any officer or employee of the District or by affidavit of any person over the age of eighteen years, which shows service in conformity with this Ordinance or other provisions of law applicable to the subject matter concerned.

1.10. Effect of Heading. The title, division or section headings contained in this Ordinance shall not be deemed to govern, limit or modify in any manner, the scope, meaning or intent of any section or subsection of this Ordinance.

1.11. Ruling Final. All Rulings of the District shall be final. All rulings of the General Manager shall be final, unless appealed in writing to the Board within five (5) days of the general manager's decision. When appealed, the Board's ruling shall be final. Appeals to the Board shall be processed in accordance with Section 12 of this Ordinance.

1.12. Conflict in Provisions. In the event that the provisions of this Ordinance conflict with any code, ordinance or regulation of the District the provisions of this Ordinance shall govern. In the event any provision of this Ordinance conflicts with a preemptive provision of State law, this Ordinance shall be interpreted and applied in conformity with State law.

SECTION 2. DEFINITIONS

The following definitions apply throughout this Ordinance:

2.01. Applicant. The person making application hereunder and who shall be the owner of the premises involved, or his or her authorized agents, so authorized in writing to the District, or a licensed plumber or contractor.

2.02. Board. The Board of Directors of the Town of Discovery Bay, acting in its capacity as the governing body of the District.

2.03. Connection. The pipe line and appurtenant facilities such as the curb stop, meter and meter box, all used to extend water service from the main to premises, the laying thereof and the tapping of the main. Where services are divided at the curb or property line to serve several customers, each such branch service shall be deemed a separate service.

2.04. Cost. The cost of labor, materials, transportation, supervision, engineering, and all other necessary overhead expenses.

2.05. County. The County of Contra Costa, California.

2.06. Customer. Any person supplied or entitled to be supplied with water service by the District, within the Districts service boundaries.

2.07. Customer's Service Valve. A valve independent of the District's facilities located in the customer's piping as close to the meter as practicable, the operation of which will control the entire water supply from the meter.

2.08. Cross-Connection. "Cross-Connection" is an unprotected actual or potential connection between a potable water system used to supply water for drinking purposes and any source or system containing unapproved water or a substance that is not or cannot be approved as safe, wholesome, and potable. By-pass arrangements, jumper connections, removal sections, swivel or changeover devices, or other devices through which backflow could occur, shall be considered to be cross-connections.

2.09. District. Town of Discovery Bay, a Community Service District formed under the provisions of California Government Code Sections 61000, et seq., within Contra Costa County, California.

2.10. District Engineer. A person or firm appointed by the Board of Directors to act as an engineer of the District; in the absence of any specific description, the General Manager shall act as the Engineer.

2.11. Engineering Manager. The Manager of the District's Engineering Department as designated by the General Manager.

2.12. Field Supervisors. Supervisors of the District's facilities as designated by the General Manager.

2.13. Facility/Capacity Charges. Charges determined in accordance with Government Code §§ 61000, et seq. or §§ 66000, et seq., or any successor statutes to pay for the facilities of the District.

- 2.14. General Manager. The General Manager of the District.
- 2.15. Governing Body. The Board of Directors of the Town of Discovery Bay.
- 2.16. Inspector. The person who shall perform the work of inspecting water facilities under the jurisdiction or control of the District.
- 2.17. Main. A water line in a street, highway, alley or easement used for public and private fire protection and for the general distribution of water.
- 2.18. May. Means permissive.
- 2.19. Office Manager. The Office Manager of the District as designated by the General Manager.
- 2.20. Owner. The person owning in fee title, or in whose name the legal title to the property appears, by deed duly recorded in the County Recorder's office, or the person in possession of the property or buildings under claim of, or exercising acts of ownership over same for himself, or as executor, administrator, guardian or trustee of the owner.
- 2.21. Permit. Any written authorization required pursuant to this or any other regulation of the District.
- 2.22. Person. Any human being, individual, firm, company, partnership, association and private, public or municipal corporation, the United States of America, the State of California, district, special district, and any other political subdivision, governmental agency, or other public entity or agency.
- 2.23. Premises. A lot or parcel of real property under one ownership, except where there are well defined boundaries or partitions such as fences, hedges or other restrictions preventing the common use of the property by several tenants, in which case each portion shall be deemed separate premises. Apartment houses and office building may be classified as single premises.
- 2.24. Private Fire Protection Service. Water service and facilities for building sprinkler systems, hydrants, hose reels and other facilities installed on private property for fire protection and the water available therefor.
- 2.25. Public Fire Protection Service. The service and facilities of the entire water supply, storage and distribution system of the District, including the fire hydrants affixed thereto, and the water available for fire protection, excepting house service connections and appurtenances thereto.
- 2.26. Regular Water Service. Water service and facilities rendered for normal domestic, commercial and industrial purposes on a permanent basis, and the water available therefor.

2.27. Residential. Any single-family unit, any duplex or triplex family unit not requiring licensing for occupancy and operation.

2.28. Secretary. The Secretary to the Governing Body.

2.29. Shall or Will. Means mandatory.

2.30. Temporary Water Service. Water service and facilities rendered for construction work and other uses of limited duration, and the water available therefor.

2.31. Waste. Shall mean any unreasonable or non-beneficial use of water, or any unreasonable method of use of water, including, but not limited to; the use of water for any purpose which allows flooding or runoff in gutters, bodies of United States Waters, driveways, streets or adjacent lands; the use of water in violation of any of the specific uses prohibited and restricted by this Ordinance as hereinafter set forth; or the use of water in violation of any other Ordinance or Resolution of the District either in effect at this time or as hereinafter adopted.

2.32. Water Department. The Water Department, as created on July 01, 1998 comprising the Directors, the General Manager, and such other employees and assistants as may be hired therefor. The Board of Directors of the District performing functions related to the District's water service, together with the General Manager and any other duly authorized representatives.

2.33. Water Service Connection. The connection of a meter or service to the District system, the installation of a meter or service.

2.34. Water Supply Shortage. Shall mean any water shortage caused by drought or any other threatened or existing water shortage, disaster or facility failure, earthquake, loss of electrical power, pipe line breakage, or other condition which results in or threatens to result in the District's inability to meet the water demands of its customers.

2.35. Water User. Shall mean any person, firm, partnership, association, corporation or political entity using water obtained from the water system of the District.

2.36. Water. Shall mean that water supplied by the Town of Discovery Bay.

SECTION 3. GENERAL RULES

3.01. Standards. The Governing Body may, from time to time, adopt standard requirements for the design, construction, repair and maintenance, or connection to District water system.

3.02. Violation Unlawful. Following the effective date of this Ordinance, it shall be unlawful for any person to connect to, construct, install, provide, maintain or use any other means of water facilities from any building in the area serviced with water by said District except by connection to water facilities in the manner as provided for in this Ordinance. Any violation of this Ordinance

will be subject to the provisions of this section, at the discretion of the General Manager. Outside of the District owned well's, no private water wells will be allowed in the District's boundaries, nor will they be allowed to be connected to the Districts water system

3.03. Notice of Violation. Wherever or whenever practicable under the particular circumstances and pursuant to the discretion of the General Manager, any person found to be violating any provision of this or any other ordinance, resolution, rule or regulation of the District shall be served, by the Inspector or other authorized person, with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. Said time limit shall be not less than one, or more than seven working days unless otherwise specified. The offender shall, within the period of time stated in such notice, permanently cease all violations. Upon being notified by an authorized representative of the District of any defect arising in any water facility or of any violation of this Ordinance, the person or persons having charge of said work shall immediately correct the same. All persons shall be held strictly responsible for any and all acts of agents or employees performed under the provisions of this or any other ordinance, resolution, rule or regulation of the District.

3.04. Protection from Damage. No unauthorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, repaint, remove fire hydrant caps or tamper with any structure, appurtenance or equipment which is a part of the District's water works. Any person violating this provision shall be subject to the penalties provided by the District and or by law.

3.05. Investigation Powers. The officers, inspectors, manager and any other duly authorized representative/employee's of the District shall carry evidence establishing his or her position as an authorized representative of the District and upon exhibiting the proper credentials and identification shall be permitted to enter in and upon any and all building, industrial facilities and properties to which the District is furnishing water or has been requested to furnish water for the purpose of inspection, reinspection, observation, measurement, sampling, testing or otherwise performing such duties as may be necessary in the enforcement of the provisions of the ordinances, resolutions, rules and regulations of the District pursuant to the authorization contained in the required application for water service, in accordance with the procedures set forth in Section 15 of this Ordinance.

3.06. Noncompliance with Regulations. As an alternative method of enforcing the provisions of this or any other ordinance, resolution rule or regulation of the District, the District shall have the power to disconnect the user or subdivision water service from the water mains of the District. Upon disconnection, an authorized representative of the District shall estimate the cost of disconnection from and reconnection to the system, and such user shall deposit the cost, as estimated, of disconnection and reconnection before such user is reconnected to the system.

3.07. Liability for Violation. Any person violating any of the provisions of the ordinances, resolutions, rules or regulations of the District, or permitting or maintaining any property in

violation of any of the ordinances, resolutions, rules or regulations of the District, shall be liable to the District for any expense, loss or damage, occasioned by the District by reason of such violation. Such liability shall be in addition to any other civil or criminal penalties imposed under this Ordinance or under any other provision of law.

3.08. Relief on Application. When any person, by reason of special circumstances, is of the opinion that any provision of the ordinances, rules or regulations of the District is unjust or inequitable as applied to the person or premises, may file a written application to the Governing Body within the time frame identified in Section 1.11 stating the special circumstances, citing the provision complained of, and requesting suspension or modification of that provision as applied to a particular premises. If such application is approved, the Governing Body may, by resolution, suspend or modify the provision complained of, as applied to such person or premises, to be effective as of the date of the application and continuing during the period of the special circumstances.

3.09. Relief on Own Motion. The Governing Body may, on its own motion, find that by reason of special circumstances, any provisions of its ordinances, rules or regulations should be suspended or modified as applied to a particular person or premises and may, by resolution, order such suspension or modification for such premise during the period of such special circumstances or any part thereof.

3.10. Maintenance of Water Pressure and Pressure Conditions. The District shall not accept any responsibility for the maintenance of pressure and it reserves the right to discontinue service while making emergency repairs, or other work required on the water system as determined by the General Manager. Customer's dependent upon a continuous supply should provide emergency storage. All applicants for service connections or water service shall be required to accept such conditions of pressure and service as are provided by the distributing system at the location of the proposed service connection, and to hold the District harmless for any damages arising out of low pressure or high pressure conditions or interruptions of service.

3.11. Tampering with District Property. Except as otherwise specifically authorized by the General Manager, no one, except an employee or representative of the District, shall at any time in any manner operate the curb stops or water main gates or valves of the District's system, fire hydrants, blowoffs, air relief valves; or interface with meters or their connections, street mains or other parts of the water system.

3.12. Water System. The District will furnish a system, plant, works and undertakings used for and useful in obtaining, conserving and disposing of water for public and private uses, including all parts of the Enterprise, all appurtenances to it, and lands, easements, rights in land, water rights, contract rights, franchises, and other water supply, storage and distribution facilities and equipment.

3.13. Number of Services per Premises. The applicant may apply for as many services as may be reasonably required for his or her premises provided that the pipe line system for each service be independent of the others and that they not be interconnected.

3.14. Waste of Water. No customer shall knowingly permit leaks or waste of water. Where water is wastefully or negligently used (as defined in Sec 2.31) on a customer's premises, the District may discontinue the service if such conditions are not corrected after giving notice of violation as provided in Section 3.03 of this Ordinance, or as provided in any other Ordinance, resolution, rule or regulation in effect at this time or as hereinafter adopted or amended.

3.15. Responsibility for Equipment on Customer Premises. All facilities installed by the District on private property for the purpose of rendering water service shall remain the property of the District and may be maintained, repaired or replaced by the District without consent or interference of the owner or occupant of the property. The property owner shall use reasonable care in the protection of the facilities.

3.16. Damage to Water System Facilities. The customer shall be liable for any damage to the service facilities when such damage is from causes originating on the premises by an act or omission of the customer or his or her tenants, agents, employees, contractors, licensees or permittees, including the breaking or destruction of locks by the customer or others on or near a meter, and any damage to a meter that may result from hot water or steam from a boiler or heater on the customer's premises. The District shall be reimbursed by the customer for any such damage promptly on presentation of a bill.

3.17. Ground-Wire Attachments. All individuals or business organizations are forbidden to attach any ground-wire or wires to any plumbing, which is or may be connected to a service connection or main belonging to the District. The District will hold the customer liable for any damage to its property occasioned by such ground-wire attachments.

3.18. Control Valve on the Customer Property. The customer shall provide a valve on his or her side of the service installation, as close to the meter location as practicable, to control the flow of water to the piping on his or her premises. The customer shall not use the service curb stop to turn water on and off for his or her convenience.

3.19. Unsafe Apparatus. Water service may be refused or discontinued to any premises where apparatus or appliances are in use which might endanger or disturb the service to other customers.

3.20. Cross-Connections. Water service may be refused or discontinued to any premises where there exists a cross-connection, as defined in the Town of Discovery Bay Ordinance # 10.

3.21. Fraud or Abuse. Service may be discontinued if necessary to protect the District against fraud or abuse.

3.22. Interruptions in Service. The District shall not be liable for damage, which may result from an interruption in service from a cause beyond the control of the District.

3.23. Installation of Services. Only duly authorized employees or agents of the District shall be authorized to install service connections. All service connections shall comply with the specifications of the District. Meters will be installed in the parkway area, and shall be owned by the District. No rent or other charge will be paid by the District for a meter or other facilities, including connections. All meters will be sealed by the District at the time of installation, and no seal shall be altered or broken except by one of its authorized employees or agents.

3.24. Change in Location of Meters. Meters moved for the convenience of the customer will be relocated at the customer's expense. Meters moved to protect the District's property will be moved at District expense.

3.25. Changes in Owner's or Customer's Equipment. Owners or customers making any material change in the size, character, or extent of the equipment or operations utilizing water service, or whose change in operations result in a significant increase in the use of water, shall immediately give the District written notice of the nature of the change and, if necessary, amend their application.

3.26. Size and Location. The District reserves the right to determine the size of service connections and their location with respect to the boundaries of the premises to be served. Service installations will be made only to property abutting on distribution mains as have been constructed in public streets, alleys or easements, or to extensions thereof as herein provided. Services installed in new subdivisions prior to the construction of streets in advance of street improvements must be accepted by the applicant in the installed location.

3.27. Curb Stop. Every service connection installed by the District shall be equipped with a curb stop or wheel valve on the inlet side of the meter. Such valve or curb stop is intended for the exclusive use of the District in controlling the water supply through the service connection pipe. If the curb stop or wheel valve is damaged by the owner's or consumer's use to an extent requiring replacement, such replacement shall be at the owner's expense. Replacement shall be at cost plus fifteen percent (15%).

3.28. Domestic, Commercial, and Industrial Service Connection. It shall be unlawful to maintain a connection except in conformity with the following rules:

3.28.01. Separate Building. Each house or building under separate ownership shall be provided with a separate service connection.

3.28.02. Single Connection. Not more than one service connection for domestic or commercial supply shall be installed for one building, except under special conditions.

3.28.03. Different Owners. A service connection shall not be used to supply any adjoining property, or property across a street, alley or easement

3.28.04. Divided Property. When property provided with a service connection is divided, the service connection shall be considered as belonging to the lot or parcel of land, which it directly enters.

3.28.05. Multiple Buildings. Multiple houses or buildings under one ownership and on the same lot or parcel of land may be supplied through the same service connection provided that the service connection shall be of such size to adequately serve-said houses or buildings.

3.28.06. Property of District. Upon completion of such installation, the facilities shall be dedicated to the District, and upon acceptance of the dedication by the District, shall become property of the District.

3.29. Service Connections Maintenance. The service connection extending from the water main to the property line and including the meter, meter box, and curb stop or wheel valve shall be maintained by the District. All pipes and fixtures extending or lying beyond the meter shall be installed and maintained by the owner of the property.

3.30. Water Loss. The District's jurisdiction and responsibility ends at the property line and the District will in no case be liable for or assume any responsibility for damages occasioned by water running from the customer's open or faulty fixtures, or from broken or damaged pipes inside the property line.

3.31. Damages Through Leaking Pipes and Fixtures. When turning on the water supply as requested to a house or property which is vacant, the District will make a reasonable attempt to ascertain if water is running on the inside of the building. If such is found to be the case, the water will be left shut off at the curb stop or the private shutoff. The District's jurisdiction and responsibility ends at the property line and the District shall in no case be liable for or assume any responsibility for damages occasioned by water running from open or faulty fixtures, or from broken or damaged pipes inside the property line.

3.32. Damage to Meters. The District reserves the right to set and maintain a meter on any service connection. The water customer shall be held liable for any damage to the meter due to his or her negligence or carelessness or other fault.

3.33. Non-Obstruction of Facilities. If an obstruction of a meter or other District facilities on or adjacent to a customer's property prevents convening or servicing of the facility, the District may deliver written notice to the property served, to remove the obstruction within a stated number of days as defined by the District's General Manager. If the customer fails to do so, the District may thereafter cause the obstruction to be removed at the Customer's expense.

3.34. Access to Meters. The District reserves the right to enter upon the applicant's premises for

the purpose of reading, repairing or replacing the water service meter. The applicant shall be solely responsible for the control of all animals, which may pose a potential threat to District employees or agents of, and shall be liable for any injury to District employees or agents of, resulting from unrestrained animals. Should an applicant for new service fail to properly restrain animals present on his or her property, the District may, upon written notice, refuse to install or turn on service until such time as the District determines that a threat to its employees, or agents of District no longer exists. At the request of the customer, the meter will be read in the presence of the customer or someone of his or her choosing, so that over estimates and under estimates of use may be rectified on the bill.

SECTION 4. APPLICATION FOR REGULAR WATER SERVICE

4.01. Application for Water Service. The property owner or his or her agent, designated in writing, shall make application for regular water service by personally signing an "Application For Water Service/ Connection" form provided by the District and pay the necessary charge for connection to the District's facilities, as prescribed in the Town of Discovery Bay's Ordinance # 09.

4.02. Water Service to Customers Other Than Property Owners. Water service to other than property owners shall be made as follows:

4.02.01. Property Owner's Signature. If a property owner rents the premises to a tenant, the tenant may have water service and other services instituted in the tenant's name, provided that the tenant makes reasonable efforts to secure the property owner's signature on the application for service.

4.02.02. Temporary Service. A tenant may be given temporary service for ten (10) days while attempting to obtain the owner's signature for service. If the application for water service signed by the owner is not returned to the District within ten (10) days, or the tenant fails to initiate service in his or her or her own name, service will be terminated, pursuant to the District's rules, regulation, ordinances and resolutions.

4.02.03. Inability to Secure Property Owner's Signature. If, after making reasonable efforts, the tenant is unable to secure the property owner's signature on the application for service, water service may be instituted in the tenant's name, pursuant to District rules and regulations. In any event, the tenant shall provide the District with the property owner's name, mailing address and telephone number prior to the District providing the tenant with any temporary water service. The District will thereafter mail the application for service to the owner, and request owner's signature.

4.02.04. Responsibility and Liability. The party (the tenant or the property owner) signing the application shall be liable for any unpaid charges, fees, rates, penalties, interest, and damages required as a result of nonpayment of any District fees, charges and rates as provided in this

Ordinance, or as provided in any other Ordinance, resolution, rule or regulation in effect at this time or as hereinafter adopted or amended.

4.03. Security Deposits. Are as follows:

4.03.01. Security Deposit – Residential A security deposit for a single family residential unit shall be required except upon the determination by the District that the person requesting service is credit worthy. The determination of credit worthiness shall be upon criteria established by the Board, and may be appealed in writing to the Board within five days of the General Manager's decision. Appeals shall be processed in accordance with Section 12 of this Ordinance.

4.03.02. Security Deposit - Commercial. A security deposit for each commercial, retail unit or a multi-unit complex shall be deposited at the time application is made.

4.03.03. Required Payment of Security Deposits. The security deposit shall be paid by the applicant as a condition of establishment of new residential or commercial service, or as a condition of reinstating service after disconnection due to failure to pay the account when due. Prior to initiation of new service or reinstatement of prior service, all charges and deposits shall be paid in full.

4.03.04. Security Deposit Refund. The District shall refund each security deposit to the residential customer where funds have been on deposit for one year in a customer's account and there has been no one or more delinquent payments on that account during the year; within thirty days after discontinuance of service, following written request for discontinuance of service, so long as the account is not currently delinquent; or when a new property owner makes a deposit for the same property and the account is not currently delinquent. The District shall refund the security deposit for commercial, retail, or industrial connections within thirty (30) days after discontinuance of service following the customer's written request for discontinuance of service, so long as the account is not currently delinquent; or when a new property owner makes a deposit for the same property and the account is not currently delinquent. Upon discontinuance of service, the Security Deposit shall be applied to reduce any unpaid charges outstanding on the customer's account.

4.04. Payment for Previous Service. An application shall not be honored unless all other accounts with the District by that applicant have been paid in full by the applicant and there are no delinquent accounts by the applicant. The security deposit set forth in Sections 4.03 of this Ordinance shall accompany any application for reinstatement of service.

SECTION 5. APPLICATION FOR REGULAR WATER SERVICE WHEN MAIN EXTENSION REQUIRED

5.01. Main Extension. General water main extensions may be made within the District as follows:

5.01.01. Subdivisions. See Section 6.

5.01.02. Annexations. See Section 7.

5.01.03. Other Main Extensions. Owners of property desiring the District to install the extension of one or more water mains to serve such property shall deposit with the District the estimated cost per foot for all frontage to be benefited from said main extension as determined by the District. Deposit shall be estimated at cost per foot.

5.02. Application for Main Extension. The following rules shall be adhered to when making application for main extensions:

5.02.01. Application. Any owner of one or more lots or parcels of land, or subdivider of a tract of land, desiring the extension of one or more water mains to service such property shall make a written application therefor to the District. Said application shall contain the legal description of the property to be served and tract number thereof, and any additional information which may be required by the District. Said application shall also be accompanied by a map showing the location of the proposed connections. The application shall be made a minimum of five working days prior to a regular board meeting.

5.02.02. Investigation. Upon receipt of the application, the General Manager, or his or her designee, shall make an investigation and survey of the proposed extension and shall report his or her findings to the Board, including, if possible a report from the District's engineer.

5.02.03. Ruling. The Board shall thereupon consider said application and report; and, after such consideration, reject or approve it.

5.02.04. District Lines. All extensions thus provided for, in accordance with these regulations, shall be offered for dedication to the District and, upon acceptance of the dedication by the District, shall become and remain the property of the District.

5.02.05. Dead-End Lines. No dead-end lines shall be permitted except at the discretion of the District and, in cases where circulation lines are necessary, shall be designed and installed as part of the cost of the extension. Any dead-end line permitted shall have a flush-out device provided by the applicant at his/her expense.

5.03. System Requirements. At the time of laying out and subdividing or re-subdividing any tract or parcel of land within the District, the owners of said tract or parcel of land shall, at their own expense, provide for such water mains, valves, fire hydrants, services, and appurtenances as may be necessary for the distribution of water to each lot, piece, or parcel of land. The service shall be carried to the lot line and clearly marked on the property. When installed, such mains, valves, fire hydrants, services, and appurtenances shall be offered for dedication to the District and, upon acceptance by the District shall become the property of the District. The owners shall provide to the District a detailed as-built mylar blueprint signed by a registered civil engineer, and a CAD

disc (AutoCad format) of the water system.

5.04. Specifications. The size, type, and quality of materials and location of the lines, fire hydrants, and valves shall be specified by the District and the actual construction shall be done by a contractor acceptable to the District in accordance with the District's Master Plan and specifications, and supervised and inspected by the District. Current inspection fees shall apply, which are established by the District's Ordinance # 09 and deposited with the District prior to construction approval. Nothing herein is intended to make the contractor an employee or agent of the District.

5.05. Payment of Cost of Oversized Mains. In the event the District elects to install mains of greater size than shall be adequate to supply any new subdivision with water and fire protection, as determined by the District, the owner or owners of the proposed subdivision shall not be required to pay more than the cost of mains which, in the opinion of the District, are adequate to supply such subdivision with water and fire protection, but no other adjustment of the cost of installation shall be made.

5.06. Pay Back Agreements. When main extensions are made by the District and paid for by an applicant and said main extension shall be of benefit to another person or persons in the future, said applicant shall enter into a pay back agreement with said District. Said pay back agreement shall provide for a refund payment for main service charges collected by the District for service connection to a main, paid for by new applicant. Said pay back shall be computed on the basis of actual cost to the person making the original main extension per front foot benefited for which the main service charge is collected. All pay back agreements shall become null and void ten years from the date first written unless otherwise specified or outline in a "service agreement" between the applicant and District.

5.07. Property of District. Upon completion of such installation, the facilities shall be dedicated and become property of the District.

SECTION 6. SUBDIVISIONS

6.01. Application. A person desiring to provide a water system within a tract of land, which he or she proposes to subdivide within the District's boundaries, shall make written application therefor. Application shall be made a minimum of ten days prior to a regular Board Meeting.

6.01.01. Contents. The application shall state the number of the tract, the name of the subdivision, and its location. It shall be accompanied by a copy of the tentative map and a deposit for expenses involved in investigation.

6.01.02. Investigation. Upon receiving the application and deposit, the General Manager shall make an investigation and survey of the proposed subdivision and shall report his or her findings to the Board, including a recommendation as to the facilities required.

6.01.03. Ruling. The Board shall thereupon consider said application and report; and, after such consideration, reject, or approve it. If approved, applicant will receive conditional will serve letter valid for one year. Applicant can apply for extension to will serve letter.

6.02. System Requirements. At the time of laying out and subdividing or re-subdividing any tract or parcel of land within the District, the owners of said tract or parcel of land shall, at their own expense, provide for such water mains, valves, fire hydrants, meters, services, and appurtenances as may be necessary for the distribution of water to each lot, piece, or parcel of land. The service shall be carried to the lot line and clearly marked on the property. When installed, such mains, valves, fire hydrants, services, and appurtenances shall be offered for dedication to the District, and upon acceptance by the District shall become the property of the District. A detailed as-built mylar blueprint of the water system shall be signed by a registered civil engineer and CAD disc shall be supplied to the District.

6.03. Specifications and Construction. The size, type, and quality of materials and location of the lines, fire hydrants, and valves shall be specified by the District and the actual construction shall be done by a contractor acceptable to the District in accordance with the District's Master Plan an specifications, and supervised and inspected by the District. Current inspection fees shall apply, which are established by the District's Ordinance # 09 and deposited with the District prior to construction approval. Nothing herein is intended to make the contractor an employee or agent of the District.

6.04. Property of District. All facilities, upon completion and final inspection, shall be offered for dedication to the District, and upon acceptance of dedication, shall become the property of the District as well as all easements.

6.05. Water Rights and Improvements. Whenever land is to be subdivided, any water well, water-bearing land, mains, and easements needed therefor which may be appurtenant thereto or which may be used exclusively thereon shall be deeded to the District in consideration of the District's approving any application for water service to such tract or subdivision. Said deed to the District shall be executed before any such application shall be approved by the District; provided, however, that where water wells and equipment as described in this paragraph are used to supply water to additional land not subdivided, such wells and equipment may continue to supply the un-subdivided portion previously served until such time as the total area served is subdivided.

6.06. Payment of Facility/Capacity Charges. All fees for Facility/Capacity Charges shall be paid at the time of obtaining a connection permit from the District.

SECTION 7. ANNEXATIONS

7.01. Application. A person desiring to annex land to the District shall make written application

accompanied by maps showing location and area of the land with legal description.

7.02. Terms of Annexation. The Board shall determine terms and fees, but in all cases, transfers of water rights, wells, and springs shall be made to the District.

7.03. Annexations of Developed Land. Owner or owners of land requesting annexation to the District, where said land is developed, shall, at their own expense, provide for such water mains, valves, fire hydrants, meters, services, and appurtenances as may be necessary for the distribution of water to each lot, piece, or parcel of land as a condition of annexation. The service shall be carried to the lot line and clearly marked on the property. When installed, such water improvements shall become and be the property of the District. Any existing water system or portion thereof in the annexed section shall first be brought to the design standards of the District at the expense of the owner or owners of property desiring annexation. Extension of water mains to uninhabited or underdeveloped land proposed to be annexed to the District shall be made in compliance with the main extension and/or subdivision policies for subdivisions as herein set forth in Sections 5 & 6. Existing wells may be used only for livestock and irrigation.

SECTION 8. TEMPORARY SERVICE

8.01. Supply from Fire Hydrant. An applicant for temporary use of water from a fire hydrant shall secure a permit therefor from the District and pay the hydrant meter deposit. The applicant shall also pay for the water used in accordance with the meter readings, at the rates prescribed by the Board.

8.02. Unauthorized Use of Hydrants. Tampering with any fire hydrant for the unauthorized use of water therefrom, or for any other purpose, is and subject to a penalty charge for each occurrence as may be set by the Board.

8.03. Meter Availability. The applicant shall make the hydrant meter available as prescribed by the District for reading on a monthly basis.

8.04. Pools and Tanks. When an abnormally large quantity of water is desired for filling a swimming pool or for other purposes, arrangements shall be made with the District prior to taking such water. Permission to take water in unusual quantities will be given only if it can be safely delivered through the District's facilities and if other customers are not inconvenienced thereby.

8.05. Responsibility for Equipment. The customer shall, at his or her own risk and expense, furnish, install and keep in good and safe condition all equipment that may be required for receiving, controlling, applying and utilizing water, and the District shall not be responsible for any loss or damage caused by the improper installation of such equipment, or the negligence, fault, or other wrongful act of the customer or of any of his or her tenants, agents, employees, contractors, licensees or permittees in installing, maintaining, operating or interfering with such equipment. The District shall not be responsible for damage to property, including but expressly

not limited to any damage caused by faucets, valves and other equipment, which are open when water is turned on at the meter, either originally or when turned on after a temporary shutdown.

SECTION 9. FIRE PROTECTION

9.01. Public Fire Protection. The following pertains to the use of District facilities for public fire protection:

9.01.01. Use of Fire Hydrants. Fire hydrants are for use by the District or by organized fire protection agencies pursuant to contract with the District. Other parties desiring to use fire hydrants for any purpose shall first obtain written permission from the District's General Manager prior to use and shall operate the hydrant in accordance with instructions issued by the District's General Manager. Unauthorized use of hydrants in violation of any provision of this Section shall be penalized and/or prosecuted according to law. No provision herein shall preclude the District from taking any other legal actions to restrain any violation of this Section.

9.01.02. Decorative or Imitation Fire Hydrants. All decorative or non-working type fire hydrants, which may be used as a front yard decoration, must be placed 25-feet back from curb line, or a "Out of Service" sign, must be placed on all such non-working fire hydrants.

9.01.03. Moving of Fire Hydrants. When a fire hydrant has been installed in the location specified by the proper authority, the District has fulfilled its obligation. If a property owner or other party desires a change in the size, type or location of the hydrant, they shall bear all costs of such charges, without refund. The District and any other proper authority shall approve any change in the location of fire hydrant.

9.02. Private Fire Protection Service. The following pertains to the use of District facilities for private fire protection systems:

9.02.01. Payment of Cost. The applicant for private fire protection service shall pay the total actual cost of installation of the service from the distribution main to the service location.

9.02.02. No Connection to Other System. There shall be no connection between this fire protection system and any other water distribution system on the premises.

9.02.03. Use. There shall be no water used through the fire protection service except to extinguish fires and for testing the fire fighting equipment.

9.02.04. Charges for Water Used. Any consumption recorded on the meter will be charged as provided in District Resolution except that no charge will be made for water used to extinguish fires where such fires have been reported to the fire department.

9.02.05. Monthly Rates. The monthly rates for private fire protection shall be established from time to time by Ordinance of the Board of Directors.

9.02.06. Water for Fire Storage Tanks. Occasionally water may be obtained from a private fire service for filling a tank connected with the fire service, but only if written permission is secured from the District in advance and an approved means of measurement is available.

9.02.07. Violation of Agreement. If water is used from a private fire service in violation of the agreement or this Ordinance, the District may, at its option, discontinue and remove the service.

9.02.08. Meter. If the District does not require a meter, and if water is used through a fire service connection for any other purpose than extinguishing of fires, the District shall have the right to place a meter on the fire service connection at the owner's expense, or disconnect the entire water supply from such premises, in addition to any and all other civil and criminal remedies available by law.

9.02.09. Additional Service. The District shall have the right to take a domestic, commercial or industrial service connection from the fire service connection at the curb to supply the same premises as those to which the fire service connection belongs. The Board shall also have the right to determine the proportion of the installation costs properly chargeable to each service connection, if such segregation of costs shall become necessary.

9.02.10. Backflow Prevention Assemblies. All fire service connections that require Backflow Prevention Assemblies as determined by the District, shall be installed at the expense of the owner of the property. The District shall approve all assemblies prior to installation.

9.02.11. Water Pressure and Supply. The District assumes no responsibility for loss or damage due to lack of water or pressure, either high or low, and merely agrees to furnish such qualities and pressures as are available in its general distribution system. The service is subject to shutdowns and variations required by the operation of the system.

SECTION 10. CROSS-CONNECTION CONTROL

10.01. Cross-Connections. The purpose of this Section is to protect the public potable water supply system of the Town of Discovery Bay by establishing a Cross Connection Control Program to effect the control of cross connections, actual or potential, thereby isolating within the customer's private water system or internal piping, contaminants or pollutants which could backflow or back siphon into the District's water supply system.

The regulations relating to cross connections as established in the California Administrative Code, Title 17, and as amended from time to time, insofar as these regulations are applicable to the protection of water supply of this District are hereby adopted, incorporated herein by reference and made a part hereof. Also see District's Ordinance NO. 10 on Cross Connection.

10.02. Typical Facilities:

Sewage Plants	Air Gap
Sewage Lift Stations	Reduced Pressure Device
Mortuaries	Reduced Pressure Device
Hospitals	Reduced Pressure Device
Convalescent Homes	Reduced Pressure Device
Plating Plants	Reduced Pressure Device
Cooling Towers	Reduced Pressure Device
Air Conditioning (Chemical Pots)	Reduced Pressure Device
Cleaners	Reduced Pressure Device
Bottling Company	Reduced Pressure Device
Multi-storied Building (Over 50' high)	Double Check Valve Device
Sprinkling Systems (Chemical entrained)	Double Check Valve Device
Mobile Home Parks	Double Check Valve Device
Mobile Home Parks (Sewer Line and Clean out Conditions)	Reduced Pressure Device
Steam Facilities	Reduced Pressure Device

10.03. 10.08. Approved Devices. The District shall maintain and make available a list of approved backflow prevention devices which may be installed for the protection of the public water supply system.

10.04. 10.09. Enforcement. Service of water to any premise shall be discontinued by the District if a backflow prevention device required by the rules and regulations of the district is not installed, tested and maintained or if defects are found in the installed backflow prevention device or if it is found that a backflow prevention device has been removed or bypassed or if unprotected cross-connections exist on the premises. Service will not be restored until such condition or defects are corrected. The District representative assigned to inspect premises relative to possible cross connection hazards, shall carry proper credential of his or her office, upon exhibition of which, he or she shall have the right of entry during usual business hours to inspect any and all buildings and premises in the performance of his or her duty. This right of entry shall be a condition of water service in order to provide assurance that the continuation of service to the premises will not constitute a menace to health, safety and welfare to the people throughout the District's water system.

SECTION 11. CUSTOMER BILLING PROCEDURES

11.01. Establish Rates and Charges. The Board of Directors shall from time to time, by Ordinance, establish rates, fees and charges for water and other service provided by the District.

11.02. Charges. Water charges shall begin when a water service connection is installed to any lot or dwelling, and shall continue until the water service connection is removed.

11.03. Billing Period. The District will annually or as otherwise establish the regular billing period.

11.04. Meter Reading – Residential dwellings with meters may be read only for usage purposes, all others nearly as possible on the same day of each month if applicable.

11.05. Billing of Separate Meters Not Combined. Separate bills shall be rendered for each meter installation where applicable.

11.06. Opening and Closing Bills. Opening and closing bills for less than the normal billing period shall be pro-rated. The District may estimate closing bills for the final period as an expediency to permit the customer to pay the closing bill at the time service is discontinued.

11.07. Payment of Bills. Bills for metered water service shall be rendered at the end of each billing period and are due and payable upon presentation. If full payment is not received at the business office of the District on or before the 15th day after date of billing, the bill shall become past due and delinquent.

11.08. Notice of Delinquent Status. If a bill remains unpaid at the next billing cycle, a notice of termination will appear on the bill. A reasonable attempt to personally notify by telephone or in person will be made not less than 48 hours prior to the disconnection date. The notice of termination shall indicate the amount of delinquency, and the date and time by which the past due balances must be paid to avoid discontinuance of service. The actual termination date shall not be less than fifteen days following the mailing of the notice of termination. If the bill remains unpaid on the date specified, the service shall be discontinued the day specified. Notice of any delinquency in a tenant's account shall also be sent to the owner of the property with indication of the owner's liability.

11.09. Suit. All unpaid rates, fees, charges and penalties herein provided may be collected by suit.

11.10. Costs. Defendant shall pay all costs of suit in any judgment rendered in favor of District, including reasonable attorney's fees.

SECTION 12. COMPLAINTS AND DISPUTED BILLS

12.01. Right to Meet. Should a customer have a complaint with regard to the application of any provision of this Ordinance, any resolution implementing this Ordinance, or any complaint or dispute with regard to water service, or the accuracy of a bill for water service or other charges, the customer has the right to meet with the General Manager or his/her designee to discuss the dispute and present any evidence the customer has to support their position. In the case of

disputes over bills, the customer shall be required to submit his/her complaint, request for a meeting or request for initiation of an investigation in writing not later than ten days of his/her receipt of the disputed bill or not later than thirteen (13) days of mailing of the notice of termination.

12.02. Arrangement of Meeting. To arrange such a meeting the customer shall contact the District office, either in writing or by telephone during normal business hours as may be set by the Board.

12.03. Presentation of Evidence. The customer may be accompanied by a friend, attorney, or other representative to meet with the General Manager or his/her designee and may present any evidence they may have to support their position.

12.04. Unresolved Disputes. If the customer is unable to resolve his or her dispute with the or General Manager or his/her designee, the customer may submit the complaint in writing, along with a full and detailed explanation to the Board for resolution, in accordance with Section 1.11 of this Ordinance.

12.05. Appearance Before the Board of Directors. Upon submittal of a timely appeal, the customer may appear before the Board at the next regularly scheduled Board meeting by notifying the District Secretary not less than seven days prior to the Board meeting either by telephone or in writing of the date he or she wishes to attend and the subject matter of the dispute. The customer may then present the complaint and any evidence in support of his or her position and ask for a decision by the Board.

12.06. Delays on Action. The Board shall act promptly to resolve the dispute, but may delay a resolution of the dispute to a subsequent regular meeting in order to investigate the dispute or receive special reports related to the dispute.

12.07. Further Delays. Any further delays shall be freely and willingly agreed to by the customer.

12.08. Decision of the Board. The decision of the Board of Directors shall be final. Should the Board not render a decision within sixty (60) days of receipt of the appeal to the Board, this failure to act shall be deemed a denial of the requested action, unless the District has informed the complainant in writing of its intention to extend the resolution period.

12.09. Meter Test Deposit. Should a customer desire to have the water meter serving their premises tested, he or she shall first deposit an amount, as specified in District Resolutions, for testing of meters up to one (1") in size, and may be present when the meter is tested in the meter shop of the District or other test facilities. Should the meter register more than one percent (2%) fast, the deposit will be refunded, but should the meter register less than one (2%) fast, the District will retain the deposit.

12.10. Adjustment for Fast Meter Errors. If a meter tested at the request of a customer is found

to be more than one percent (2%) fast, the excess charges for the time service was rendered the customer requesting the test, or for a period of six months, whichever shall be the lesser, shall be refunded to the customer.

12.11. Adjustment for Slow Meter Errors. If a meter tested at the request of a customer is found to be more than ten percent (10%) slow, the District may bill the customer for the amount of the undercharge based upon corrected meter readings for the period, not exceeding six months, that the meter was in use.

12.12. Non-Registering Meters. If a meter is found to be not registering, the charges for service shall be based on the estimated consumption. Such estimates shall be made from previous consumption for a comparable period or by such other method as is determined by the District and its decision shall be final.

SECTION 13. DISCONNECTION FOR NONPAYMENT

13.01. Disconnection for Non-Payment. In accordance with Section 11, water service shall be discontinued if payment for water service is not made within fifteen (15) calendar days of the date of mailing the past due bill. At least forty-eight (48) hours prior to termination, the District will make a reasonable good faith attempt to notify the owner of the affected property by telephone or in person. At no time shall the District initiate the discontinuance of water service at a time when the District offices are closed, or on a Saturday, Sunday or legal holiday.

13.02. Complaint Procedures for Disconnection. Service disconnection for non-payment of bills shall be subject to the complaint procedures specified in Section 12 therein.

13.03. Refusal or Neglect to Pay Debt. Any amount due is a debt to the District, and any person, firm or corporation failing, neglecting, or refusing to pay this debt may be subject to a civil action to recover any amounts due and/or to obtain any other relief authorized by law, from a court of competent jurisdiction.

13.04. Service Charges for Violations. If water service is discontinued for violation of any of the District's rules, regulations, resolutions or ordinances, service shall not be reinstated until the violations have been corrected and all applicable security deposits, service charges, fees, and penalties, as provided for herein paid.

13.05. Partial Payments. A partial payment of a delinquent account may be accepted and credited to a customer's account, but such partial payment shall not be cause for removing the account from a delinquent status and shall not preclude the meter from being turned off for delinquency unless such partial payment is made pursuant to an amortization agreement authorized by the District pursuant to Section 13.06 of this Ordinance.

13.06. Authorization for Continuance of Service for Delinquent Accounts. The General Manager

or his or her designee may authorize continuation of service to a delinquent account if an amortization agreement or other arrangements satisfactory to the District have been established.

SECTION 14. ADDING DELINQUENT CHARGE TO TAX ROLL

14.01. Report of Delinquent and Unpaid Charges. A report of delinquent and unpaid charges for water and other services which remain unpaid and delinquent for sixty days or more on July 1 of each year shall be prepared and submitted to the Board for consideration as tax liens. The unpaid and delinquent charges listed in said report for each parcel of property shall be fixed at the amount listed in said report.

14.02. Adoption and Filing of Report. The secretary shall file with the County Assessor and the Board of Supervisors of the appropriate county, in the time and manner specified by the County Assessor and Board of Supervisors, a copy of such written report with a statement endorsed thereon over the signature of the secretary, that such a report has been adopted and approved by the Board of Directors and that the County Assessor shall enter the amount of such charges against the respective lots or parcels of land as they appear on the current assessment roll.

14.03. Collection of Delinquent and Unpaid Charges. The County Assessor shall include the amount of charges on bills for taxes levied against their respective lots and parcels of land and thereafter, the amount of such unpaid and delinquent charges shall be collected at the same time and in the same manner by the same person as, together with and not separately from, the general taxes, if any, for the District or the County and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties.

14.04. Non-Exclusive Remedy. No provision herein is intended to preclude the District from taking any other legal action to enforce payment of any unpaid debts to the District.

14.05. Applicable to Owner Only. Section 14. Of this Ordinance applies only where the person responsible for the delinquent and unpaid charge is the owner of the property.

SECTION 15. CHARGES

15.01. Charges. The Board may from time to time establish, by Ordinance, (except where otherwise specified), any or all of the following types of charges. The schedule of approved charges will be posted at the District Office.

15.02. Administrative Charges. The charges for returned checks, notary fees, and reproduction charges. This charge may be adopted by Resolution.

15.03. Consumption Charge. The consumption charge is the charge per hundred cubic feet for all water registered by the customer's water service meter or on contractors temporary/loaned

District owned meter.

15.04. Delinquency Charges. The charge added to each delinquent account at the time any amount becomes delinquent. When a delinquency charge is made, such charge shall be added to the account as of the date the account becomes delinquent and the charge shall become part of the amount due as of that time.

15.05. Disconnect Processing Charge. The charge, which covers the reasonable District costs of processing the past due, accounts for disconnection.

15.06. Disconnect/Reconnect Charge. The charge or fee which covers the reasonable District costs of disconnection and reconnection of service connections which are in violation of the provisions of this Ordinance.

15.07. Fire Hydrant Installation Charge. The charge for installation of Fire Hydrants as may be required.

15.08. Fire Service Standby Charge. The monthly standby charge per inch diameter of the district fire service meter. Water use through this service shall be limited to emergency fire requirements only.

15.09. Inspection Charge. Where a customer service connection or facility requires inspection by District personnel, the customer shall be charged for such inspection.

15.10. Meter Test Charge. The charge, which covers the District, costs for pulling, testing, and reinstalling the water meter to be tested.

15.11. Plan Check Charge. The charge incurred by the District in reviewing and inspecting water plans submitted to the District.

15.12. Repair Charge. The charge incurred by the District in repairing any damage to any District meters, water mains, water lines and/or any other appurtenances.

15.13. Security Deposit Charge. The charge which insures payment of minimum District charges, and which shall be deposited with the District with the completed application prior to commencement of water service to any property.

15.14. Special Facility/Capacity Charge. The charge required for development of limited service areas whenever Special Facilities, including, but not limited to, Booster Stations, Hydropneumatic Stations and Pressure Regulators are required. The charge to be made to a Developer or Owner of land that is considered by the District to be within a limited service area shall be based upon the Developer's or Landowner's proportionate share of the cost for the installation of such Special Facility. Such proportionate share to be borne by the Developer or Landowner shall be based on the percentage of such development to the entire limited service area to be served by the Special

Facilities; and the difference between the cost of facilities to serve the same number of acres or area under normal conditions and the cost of facilities to serve the acreage or area under special conditions at a higher cost.

15.15. Availability of Service Charge. The availability of service charge is the monthly availability charge applicable to all metered services.

15.16. Unauthorized Use of Water Charge. The charge imposed on any person, organization or agency for each unauthorized use of District water, or for tampering in any manner with any meter belonging to the District, where such tampering affects the accuracy of such meter.

15.17. Water Main Extension Charge. The charge for the replacement or construction of the water main fronting on the property to be served.

15.18. Water Service Connection Charges. Regular. The charge for the type and size of water service meter or other connection desired and the cost of connection of a building or property to the District's water system, as determined by the Board of Directors. Such regular charge shall be paid in advance by applicant. Where there is no regular charge, the District may require the applicant to deposit an amount equal to the estimated cost of such service connections.

15.19. Facility/Capacity Charges. The water service connection charge for facilities/capacity based upon five separate categories including (A) storage; (B) supply; (C) transmission; (D) office and maintenance facilities and (E) future storage and transmission facilities.

15.20. Water Rights Charge. Charges in lieu of delivery of water rights for new service connections and any other charge necessary for the purchase of replacement water.

15.21. Water System Design Charge. A non-refundable charge required for checking plans provided for all main extensions, service connections and/or special facilities or for requiring the preparation of engineering plans and drawings by District personnel or consultants.

15.22. Permit Charge. Charge for issuance of a permit for connection.

SECTION 16. RIGHT OF ENTRY.

16.01. The Engineer shall be authorized to enter all private properties for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair and maintenance of any portions of the water system lying within the property.

16.02. The entries authorized by Section 16.01 shall be conducted either with the consent of the owner or occupant or pursuant to the provisions of Title 13 of Part III of the Code of Civil Procedure (CCP Section 1822.50 et seq.)

16.03. The Engineer shall be authorized to enter onto all easements held by the Town for the

purposes set forth in Section 16.01 where the easement including a right of access; where the fee owner objects, the procedures set forth in Section 16.02 shall be followed.

SECTION 17. WATER CONSERVATION

- 17.01 Conservation Purpose. The purpose of this is to assure that all water furnished by the District is put to reasonable beneficial use, to prevent unreasonable use or waste of water and to promote efficient use and conservation of water.
- 17.02 Prevention of Waste or Unreasonable Use. All customers of the District are urged to take all reasonable action to prevent waste of water. The District shall have the right, following notice and hearing, to impose upon any water service connection such conditions as the District determines to be necessary to prevent unreasonable use or waste of water.
- 17.03 Conservation Measures by Customers. All customers of water furnished by the District are urged to take all reasonable action to conserve water. Among the actions recommended are the following:
- (A) Semi-annually or sooner examine all plumbing systems to detect any leaks and repair leaks immediately upon detection.
 - (B) Prevent water from running off premises into street gutters.
 - (C) Install flow restrictors on all showerheads that will limit flow to not more than 3-gallons per minute.
 - (D) Install or use of low-flow toilets is preferred.
 - (E) Install aerators or laminar flow devices on kitchen and lavatory faucets to reduce maximum flow to 2.75 gallons per minute.
 - (F) Landscape with minimal turf (grass) and use drought-tolerant (low water-using) plants.
- 17.04 Conservation Measures of District. (A) The District shall vigorously pursue at all times a program for the conservation of water consisting in such cost-effective measures as are from time to time authorized by the Board of Directors. (B) Cooperate with local school districts in developing education programs on efficient water use. (C) Make available at the District's office, public library and any other public places printed materials on the need for, and methods of, water conservation.
- 17.05 New Landscaping All new landscaping plans and irrigation systems must make efficient use of minimum quantity of water and is installed, operated and maintained in accordance with plans that comply with all ordinances and regulations of the County of Contra Costa relating to landscaping in new developments.

SECTION 18. PLACE OF USE OF WATER, RESALE PROHIBITED

- 18.01 Resale Prohibited. Except with the prior written authorization of the District, no customer shall use, or permit the use of, any water furnished by the District on any premise other

than that specified in his application for service, nor shall any customer resell any water furnished by the District.

SECTION 19. EFFECTIVE DATE

19.01. This Ordinance shall become effective 30 days after adoption.

APPROVED AND ADOPTED this 17 day of JANUARY, 2001.

AYES: 4

NOES: 0

ABSENT: 1

ATTEST: Virgil Koehne
Secretary of the Board and
General Manager

By: Virgil Koehne
Secretary

Tom D. Smith
Board Chair



**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT
ORDINANCE NO. 7**

**AN ORDINANCE OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY,
A CALIFORNIA COMMUNITY SERVICES DISTRICT,
AMENDING ORDINANCE NO. 07 WATER REGULATIONS AND SERVICE ORDINANCE**

BE IT ORDAINED that the Board of Directors of the Town of Discovery Bay Community Services District, hereby amends Ordinance No.7 Water Regulations and Service Ordinance to read as follows:

SECTION 1 GENERAL PROVISION

- 1.01. Short Title. This Ordinance shall be known and may be cited as Town of Discovery Bay Community Services District (“TODBCSD” or “District”) Water Regulations and Service Ordinance (“Ordinance”).
- 1.02. Purpose. This Ordinance is intended to provide rules and regulations applicable to the provision of Water by the District. It is the intent of the TODBCSD Board of Directors to establish procedures and policies necessary to the orderly administration of a Water conservation program to prohibit Waste and to restrict the use of Water during a Water shortage emergency.
- 1.03. Enabling Statutes. This Ordinance is adopted pursuant to the authority granted in California Government Code Sections 61000 *et. seq.*
- 1.04. Application. The provisions of this Ordinance shall apply to all Customers using Water within the boundaries of TODBCSD or using Water provided by TODBCSD.
- 1.05. Enterprise. The District will furnish and or make available a system, plant, works, and undertaking used for and useful in the delivery of potable Water for the District’s service area, including all annexations thereto, lands, easements, rights in land, contract rights, and franchises.
- 1.06. Separability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or the application thereof to any Person or circumstances are for any reason held to be unconstitutional or invalid by the decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or the application of such provision to other Persons or circumstances. The Governing Body hereby declares that it would have passed this Ordinance or any section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more section, subsection, sentences, and clauses or phrases are declared to be unconstitutional.
- 1.07. Words and Phrases. For the purpose of this Ordinance all words used herein in the present tense shall include the future; all words in the plural number shall include the singular number; and all words in the singular number shall include the plural number.

- 1.08. Means of Enforcement. The District hereby declares that the procedures contained herein are established as a means of enforcement of the terms and conditions of its ordinances, rules, and regulations.
- 1.09. Notices. Whenever a notice is required to be given under this Ordinance, unless different provisions are specifically made herein, such notice may be made either by personal delivery thereof to the Person to be notified or by deposit in the US Mail in a sealed envelope, postage prepaid, addressed to such Person at his or her last known business or residence address as the name appears on public records or other records pertaining to the matter to which the notice is directed. Service by mail shall be deemed to have been completed at the time of deposit in the post office.
- Proof of giving any notice may be made by the certificate of any officer or employee of the District or by affidavit of any Person over the age of eighteen years, which shows service in conformity with this Ordinance or other provisions of law applicable to the subject matter concerned.
- 1.10. Effect of Heading. The title, division, or section headings contained in this Ordinance shall not be deemed to govern, limit, or modify in any manner, the scope, meaning, or intent of any section or subsection of this Ordinance.
- 1.11. Ruling Final. All Rulings of the District shall be final. All rulings of the General Manager shall be final, unless appealed in writing to the Board within 10 days of the General Manager's decision in accordance with Section 41 of this Ordinance. When appealed, the Board's ruling shall be final.
- 1.12. Conflict in Provisions. In the event that the provisions of this Ordinance conflict with any code ordinance or regulation of the District the provisions of this Ordinance shall govern. In the event any provision of this Ordinance conflicts with a preemptive provision of State law, this Ordinance shall be interpreted and applied in conformity with State law.

SECTION 2 DEFINITIONS

The following words when used in any provision of this Ordinance shall be construed to have the following meaning:

- 2.01. Applicant. The Person making application hereunder and who shall be the Owner of the Premises involved, or his or her authorized agents, so authorized in writing to the TODBCSD.
- 2.02. Board or Board of Directors. The Board of Directors of TODBCSD.
- 2.03. Connection. The pipe line and appurtenant facilities such as the curb stop, meter, and meter box, all used to extend Water service from the Main to the Premises, the laying thereof and the tapping of the Main. Where services are divided at the curb or property line to serve several Customers each such branch service shall be deemed a separate service.
- 2.04. Cost. The cost of labor, materials, transportation, supervision, engineering, and all other necessary overhead expenses.
- 2.05. County. The County of Contra Costa, California.
- 2.06. Cross Connection. Any actual or potential Connection between TODBCSD's or consumer's potable piping system and any other source or piping system through which it is possible to introduce into any part of the potable piping system any untreated water, used water, industrial fluid, gas or substance other than the potable water with which the

pipng system is supplied. By-pass arrangements, jumper connections, removal sections, swivel or changeover devices, or other devices through which backflow could occur, shall be considered to be cross-connections.

- 2.07. Customer. Any Person, Entity, firm, partnership, business, corporation, district or governmental agency that receives Water from TODBCSD.
- 2.08. District. Town of Discovery Bay, a Community Services District formed under the provisions of California Government Code §§ 61000 et seq., within Contra Costa County, California.
- 2.09. District Engineer. A Person or firm appointed by the Board of Directors to act as an engineer of the District; in the absence of any specific description, the General Manager shall act as the Engineer.
- 2.10. Facility/Capacity Charges. Charges determined in accordance with Government Code §§ 61000 et seq. or §§ 66000, et seq., or any successor statutes to pay for the facilities of the District.
- 2.11. General Manager. The General Manager of TODBCSD or the General Manager's designee.
- 2.12. Governing Body. The Board of Directors of the Town of Discovery Bay.
- 2.13. Main. A Water line in a street, highway, alley, or easement used for public and private fire protection and for general distribution of Water.
- 2.14. On-site fire protection facilities. Privately-owned fire protection facilities installed on private property in accordance with the provisions of this code, whether installed before or after the effective date of this Ordinance.
- 2.15. Owner. The Person owning in fee title, or in whose name the legal title to the property appears, by deed duly recorded in the County Recorder's office, or the Person in possession of the property or buildings under claim of, or exercising acts of ownership over same for himself, or as executor, administrator, guardian, or trustee of the Owner.
- 2.16. Permit. Any written authorization required pursuant to this or any other regulation of the District.
- 2.17. Person or Entity. Any individual, company, partnership, agency or other public or private Entity.
- 2.18. Premises. A lot or parcel of real property under one ownership, except where there are well defined boundaries or partitions such as fences, hedges, or other restrictions preventing the common use of the property by several tenants, in which case each portion shall be deemed separate Premises. Apartment houses and office building may be classified as single Premises.
- 2.19. Private Fire Hydrant. A fire hydrant that is owned and maintained by a party other than TODBCSD and is not located in a TODBCSD right-of-way or other TODBCSD property.
- 2.20. Private Water Line. A Water pipeline that is owned and maintained by a party other than the TODBCSD, beyond TODBCSD's point of service.
- 2.21. Public Fire Hydrant. A fire hydrant that is owned and maintained by TODBCSD.
- 2.22. Public Water Line. The part of the Water Distribution System that is owned by TODBCSD.

- 2.23. Regular Water Service. Water service and facilities rendered for normal domestic, commercial, and industrial purposes on a permanent basis, and the Water available therefor.
- 2.24. Residential. Any single-family unit, any duplex, or triplex family unit not requiring licensing for occupancy and operation.
- 2.25. TODBCSD. An abbreviation for Town of Discovery Bay Community Services District.
- 2.26. Temporary Water Service. The provision of Water for a period of twelve (12) months or less.
- 2.27. Waste. Shall mean any unreasonable or non-beneficial use of Water, or any unreasonable method of use of Water, including, but not limited to; the use of Water for any purpose which allows flooding or runoff in gutters, bodies of United States waters, driveways, streets or adjacent lands; the use of Water in violation of any of the specific uses prohibited and restricted by this Ordinance as hereinafter set forth; or the use of Water in violation of any other Ordinance or Resolution of the District either in effect at this time or as hereinafter adopted.
- 2.28. Water. Water supplied by TODBCSD to Customers within its jurisdiction.
- 2.29. Water Distribution System. All pipes, transmission and distribution Mains and other facilities owned or operated by TODBCSD to supply, provide or deliver Water to its Customers.
- 2.30. Water Service Connection. The connection of a meter or service to the District system, the installation of a meter or service. A Water Service Connection occurs at the time that a tap, pipe, or other means of taking Water is physically attached to the TODBCSD Water Distribution System in a manner capable of taking Water from the distribution system. The Water Service Connection includes the stop/valve at the distribution Main, the Water Meter, the curb stop on a metered Water service and pressure reducing valve (PRV) if applicable.
- 2.31. Water Meter. A Water Meter provided by TODBCSD that is installed by TODBCSD on a Water Service Connection or a fire hydrant in a manner that measures the volume of all Water taken from the TODBCSD Water Distribution System through that Water Service Connection or hydrant.

SECTION 3 GENERAL RULES

- 3.01. The Governing Body may, from time to time, adopt standard requirements for the design, construction, repair and maintenance, or connection to the TODBCSD Water Distribution System.
- 3.02. No unauthorized Person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, repaint, remove fire hydrant caps or tamper with any structure, appurtenance, or equipment which is part of the District's Water Distribution System. Any Person violating this provision shall be subject to the penalties provided by the TODBCSD and or by law.
- 3.03. The General Manager and any other duly authorized representative/employee of the TODBCSD shall carry evidence establishing his or her position as an authorized representative of the TODBCSD and upon exhibiting the proper credentials and identifications shall be permitted to enter in and upon any and all building, industrial facilities, and properties to which the TODBCSD is furnishing Water or has been requested to furnish Water for the purpose of inspection, observation, measurement,

sampling, testing, or otherwise performing such duties as may be necessary in the enforcement of the provisions of the Ordinances, resolutions, rules, and regulations of the TODBCSD pursuant to the authorization contained in the required application for Water service.

- 3.04. As an alternative method of enforcing the provisions of this or any other ordinance, resolution, rule, or regulation of the TODBCSD, the TODBCSD shall have the power to disconnect the user or subdivision Water service from the Water Mains of the TODBCSD. Upon disconnection, the General Manager shall estimate the cost of disconnection and reconnection before user is reconnected to the Water Distribution System.
- 3.05. The Applicant may apply for as many Water Service Connections as may be reasonably required for his or her Premises provided that the pipe line system for each Water Service Connection be independent of the others and they not be interconnected.
- 3.06. All facilities installed by the TODBCSD on private property for the purpose of rendering Water service shall remain the property of the TODBCSD and may be maintained, repaired, or replaced by the TODBCSD without consent or interference of the Owner or occupant of the Premises. The Owner shall use reasonable care in the protection of the facilities.
- 3.07. All Persons or Entities are forbidden to attach any ground-wire or wires to any plumbing, which is or may be connected to a Water Service Connection or Main belonging to the TODBCSD. The TODBCSD will hold the Customer liable for any damage to its property occasioned by such ground-wire attachments.
- 3.08. The Customer shall provide a valve on his or her side of the Water Service Connection, as close to the Meter location as practicable, to control the flow of water to the piping on his or her Premises. The Customer shall not use the Water Service Connection to turn Water on and off for his or her convenience.
- 3.09. Water service may be refused or discontinued to any Premises where apparatus or appliances are in use which might endanger or disturb the service to other Customers.
- 3.10. Service may be discontinued if necessary to protect TODBCSD against fraud or abuse.
- 3.11. TODBCSD shall not be liable for damage, which may result from an interruption in service from a cause beyond the control of the TODBCSD.
- 3.12. The TODBCSD's jurisdiction and responsibility ends at the property line and the TODBCSD will in no case be liable for or assume any responsibility for damages occasioned by Water running from the Customer's open or faulty fixtures, or from broken or damaged pipes inside the property line.

SECTION 4 . WATER SERVICE CONNECTIONS

- 4.01. Each parcel shall have a separate Water Service Connection and Water Meter and only one (1) Water Service Connection and Water Meter will be allowed for each parcel unless otherwise determined by the General Manager. All Water service lines shall be constructed and installed in accordance with standards for construction and installation of Public Water Lines as determined by the General Manager. Service connection sizes shall be determined by the General Manager.
- 4.02. When a lot split or lot line adjustment occurs which results in no Water Service Connection to a parcel, a Water Service Connection shall be provided at the Customer's expense. When a lot merger or lot line adjustment occurs which results in multiple Water

Service Connections to a parcel, the excess Water Service Connection(s) shall be removed at the Customer's expense, if required by the General Manager.

- 4.03. To be eligible for Water service, the property to which service is to be extended must abut a dedicated public easement or a TODBCSD right-of-way in which a distribution Main is constructed at a point immediately adjacent to the property, unless the General Manager authorizes the extension of a distribution Main. Any Water connection service and service lines after January 1, 2018 shall not cross another parcel without the party making the request first obtaining any and all rights-of-way, easements or any other approvals necessary to do so.
- 4.04. The General Manager may authorize Water service for land locked parcels provided that the Customer obtains recorded private easements from the affected Owner(s) and all other applicable legal requirements are fulfilled. Private easements must abut a distribution Main in a dedicated public easement or TODBCSD right-of-way. Water service lines constructed in private easements are Private Water Lines, and TODBCSD shall have no responsibility for the maintenance and repair of such lines.
- 4.05. All Water Service Connections are subject to fees and charges as adopted by resolution or ordinance from time to time by the Board of Directors. Such fees or charges shall be due and paid before any work is commenced, unless otherwise provided by the Board of Directors.

SECTION 5 . RELOCATION OF SERVICE CONNECTION

- 5.01. A service connection may be relocated by TODBCSD at a Customer's request provided the relocation, in the judgment of the General Manager, is not detrimental to the TODBCSD Water Distribution System. Such relocation shall include any modifications necessary to comply with then-current service connection standards or requirements as set forth by the General Manager, and the Cost of the relocation shall be borne by the Customer. The Customer shall first obtain a Permit and pay the estimated Cost of the relocation, as determined by the General Manager, prior to the relocation work being done. The original service connection shall be abandoned or removed at the Customer's expense in accordance with TODBCSD standards determined by the General Manager.
- 5.02. Where a service connection is relocated for the convenience of TODBCSD, the relocation shall be at the expense of TODBCSD.

SECTION 6 . NO TODBCSD RESPONSIBILITY BEYOND POINT OF SERVICE

- 6.01. TODBCSD's responsibility to operate, maintain and repair Public Water Lines shall extend only to the point of the Water Service Connection to the public Water Main distribution line. The operation, maintenance and repair of any Private Water Line connected to this point of service shall be the Customer's sole responsibility. The Customer shall indemnify and hold harmless TODBCSD, its officers and employees from any claims, actions, costs (including attorney fees), damages or other liability resulting or arising from the condition, operation, maintenance or repair of said Private Water Line.

SECTION 7 . PRIVATE WATER LINES

- 7.01. Private Water Lines serving two (2) or more buildings or structures located on the same parcel, even if not maintained by TODBCSD, shall be constructed and installed to meet the standards for construction and installation of Public Water Lines as determined by the General Manager.

SECTION 8 . APPLICATION FOR WATER SERVICE

- 8.01. The property Owner or his or her agent, designated in writing, shall make application for regular Water service by personally signing an "Application For Water Service/Connection" form provided by TODBCSD and pay the necessary charge for connection to the TODBCSD facilities, as prescribed by the Board by resolution from time to time. All Applicants for service connections or Water service shall be required to accept conditions of pressure and service as are provided by the distributing system at the location of the proposed service connection, and to hold the TODBCSD harmless for any damages arising out of low pressure or high pressure conditions or interruptions of service.
- 8.02. Water service to other than property Owners shall be made as follows:
- 8.02.01. If a property Owner rents to the Premises to a tenant, the property Owner may have the bill for Water services sent to the tenant upon the property Owner completing a form provided by the TODBCSD acknowledging the property Owner's liability for the charges and the intent that the bill be sent to the tenant.
- 8.03. Security deposits are as follows:
- 8.03.01. Residential – A security deposit for a single family Residential unit shall be required except upon the determination by the TODBCSD that the Applicant is credit worthy. The determination of credit worthiness shall be upon criteria established by the Board, and may be appealed in writing to the Board within five days of the General Manager's decision. Appeals shall be processed in accordance with Section 30 of this Ordinance.
- 8.03.02. Commercial – A security deposit for each commercial, retail unit, or a multi-unit complex shall be deposited at the time application is made.
- 8.03.03. The security deposit shall be paid by the Applicant as a condition of establishment of new Residential or commercial service, or as a condition of reinstating service after disconnection due to failure to pay the account when due. Prior to initiation of new service or reinstatement of prior service, all charges and deposits shall be paid in full.
- 8.04. Upon discontinuance of service, the security deposit shall be applied to reduce any unpaid charges outstanding on the Customer's account. Any remaining funds shall be refunded to the Applicant.
- 8.05. An application shall not be honored unless all other accounts with the TODBCSD by that Applicant have been paid in full by the Applicant and there are no delinquent accounts by the Applicant. The security deposit set forth in Section 8.03 of this Ordinance shall accompany any application for reinstatement of service.

SECTION 9 . APPLICATION FOR AND INSTALLATION OF DISTRIBUTION LINE

- 9.01. General Water distribution lines may be made within TODBCSD as follows:
- 9.01.01. Subdivisions. See Section 9.
- 9.01.02. Annexations. See Section 10.
- 9.01.03. Owners of property desiring the TODBCSD to install the distribution line of one or more Water Mains to serve such property shall deposit with the

TODBCSD the estimated Cost per foot for all frontage to be benefitted from said distribution line as determined by the TODBCSD.

- 9.02. The following rules shall be adhered to when making application for distribution lines:
- 9.02.01. Any Owner of one or more lots or parcels of land, or subdivider of a tract of land, desiring a distribution line for one or more Water Main distribution lines to service such property shall make a written application therefor to the TODBCSD. Said application shall contain the legal description of the property to be served and tract number thereof, and any additional information which may be required by the TODBCSD. Said application shall also be accompanied by a map showing the location of the proposed connections. Plans and specifications should be submitted to TODB for their approval.
 - 9.02.02. Upon receipt of the application, the General Manager shall make an investigation and survey of the proposed extension and shall report his or her findings to the Board, including, if possible a report from the District Engineer.
 - 9.02.03. The Board shall thereupon consider said application and report; and, after such consideration, reject or approve it.
 - 9.02.04. All Main distribution lines thus provided for, in accordance with these regulations, shall be offered for dedication to the TODBCSD and, upon acceptance of the dedication by the TODBCSD, shall become and remain the property of the TODBCSD.
 - 9.02.05. No dead-end lines shall be permitted except at the discretion of the TODBCSD and, in cases where circulation lines are necessary, shall be designed and installed as part of the Cost of the Main distribution line. Any dead-end line permitted shall have a flush-out device or fire hydrant, determined by TODBCSD, provided by the Applicant at his/her expense.
- 9.03. At the time of laying out and subdividing or re-subdividing any tract or parcel of land within the TODBCSD, the Owners of said tract or parcel of land shall, at their own expense, provide for such Water Main distribution lines, valves, fire hydrants, services, and appurtenances as may be necessary for the distribution of Water to each lot, piece, or parcel of land. The service shall be carried to the lot line and clearly marked on the street curb with a "W". When installed, such Main distribution lines, valves, fire hydrants, services, and appurtenances shall be offered for dedication to the TODBCSD and, upon acceptance by the TODBCSD shall become the property of the TODBCSD. The Owners shall provide to the TODBCSD detailed as-built drawings signed by a registered civil engineer, and a digital file in AutoCAD format, or electronic format of TODBCSD's choice, of the Water system shall be supplied to the TODBCSD.
- 9.04. The size, type, and quality of materials and location of the Main distribution lines, fire hydrants, and valves shall be specified by the TODBCSD and the actual construction shall be done by a contractor acceptable to the TODBCSD in accordance with the TODBCSD's Master Plan and specifications, and supervised and inspected by the TODBCSD. Current inspection fees shall apply, which are established by resolution or ordinance of the Board from time to time and deposited with the TODBCSD prior to construction approval. Nothing herein is intended to make the contractor an employee or agent of the TODBCSD.
- 9.05. In the event the TODBCSD elects to install Main distribution lines of greater size than shall be adequate to supply any new subdivision with Water and fire protection, as

determined by the TODBCSD, the Owner or Owners of the proposed subdivision shall not be required to pay more than the Cost of Main distribution lines which, in the opinion of the TODBCSD, are adequate to supply each subdivision with Water and fire protection, but no other adjustment of the County of installation shall be made.

- 9.06. When Main distribution lines are made by the TODBCSD and paid for by an Applicant and said distribution line extension shall be of benefit to another Person or Persons in the future, said Applicant shall enter into a payback agreement with TODBCSD. Said payback agreement shall provide for a refund payment for Main service charges collected by the TODBCSD for service connection to a Main distribution line, paid for by a new Applicant. Said payback shall be computed on the basis of actual Cost to the Person making the original Main distribution line extension per foot benefitted for which the Main service charge is collected. All payback agreements shall become null and void ten years from the date first written unless otherwise specified or outlined in a "service agreement" between the Applicant and the TODBCSD.
- 9.07. Upon completion of such installation, the facilities shall be dedicated and become property of the TODBCSD upon review of the District Engineer.

SECTION 10 . SUBDIVISIONS

- 10.01. A Person desiring to provide a Water system within a tract of land, which he or she proposes to subdivide within the TODBCSD's boundaries, shall make written application therefor. Application shall be made a minimum of ten days prior to a regular Board Meeting.
- 10.01.01. The application shall state the number of the tract, the name of the subdivision, and its location. It shall be accompanied by a copy of the tentative map and a deposit for expenses involved in plan review by TODBCSD staff.
- 10.01.02. Upon receiving the application and deposit, the General Manager shall make an investigation and survey of the proposed subdivision and shall report his or her findings to the Board, including a recommendation as to the facilities required.
- 10.01.03. The Board shall thereupon consider said application and report; and, after such consideration, reject or approve it. If approved, Applicant will receive conditional will serve letter valid for one year. Applicant can apply for extension to will serve letter.
- 10.02. At the time of laying out and subdividing or re-subdividing any tract or parcel of land within the TODBCSD, the Owners of said tract or parcel of land shall, at their own expense, provide for such Water Main distribution lines, valves, fire hydrants, meters, services, and appurtenances as may be necessary for the distribution of Water to each lot, piece, or parcel of land. The service shall be carried out to the lot line and clearly marked on the curb with a "W". When installed, such Main distribution lines, valves, fire hydrants, services, and appurtenances shall be offered for dedication to the TODBCSD. A detailed as-built drawings signed by a registered civil engineer, and a digital file in AutoCAD format, or electronic format of TODBCSD's choice, of the Water system shall be supplied to the TODBCSD.
- 10.03. The size, type, and quality of materials and location of the Main distribution lines, fire hydrants, and valves shall be specified by the TODBCSD and the actual construction shall be done by a contractor acceptable to the TODBCSD in accordance with the

TODBCSD's Master Plan and specifications, and supervised and inspected by the TODBCSD. Current inspection fees shall apply, which are established by resolution or ordinance of the Board from time to time and deposited with the TODBCSD prior to construction approval. Nothing herein is intended to make the contractor an employee or agent of the TODBCSD.

- 10.04. All facilities, upon completion and final inspection, shall be offered for dedication to the TODBCSD, and upon acceptance of dedication, shall become the property of the TODBCSD as well as all easements.
- 10.05. Whenever land is to be subdivided, any water well, water-bearing land, Mains, and easements needed therefor which may be appurtenant thereto or which may be used exclusively thereon shall be deeded to the TODBCSD in consideration of the TODBCSD's approving any application for Water service to such tract or subdivision. Said deed to the TODBCSD shall be executed before any such application shall be approved by the TODBCSD; provided, however, that where water wells and equipment as described in this paragraph are used to supply water to additional land not subdivided, such wells and equipment may continue to supply un-subdivided portion previously served until such time as the total area served is subdivided.
- 10.06. All fees for Facility/Capacity Charges shall be paid at the time of obtaining a connection Permit from the TODBCSD.

SECTION 11 ANNEXATIONS

- 11.01. A Person desiring to annex land to the District shall make written application accompanied by maps showing location and area of land with legal description.
- 11.02. The Board shall determine terms and fees, but in all cases, transfers of water rights, wells, and springs shall be made to the District.
- 11.03. Owner or Owners of land requesting annexation to the District, where said land is developed, shall, at their own expense, provide for such Water Mains, valves, fire hydrants, meters, services, and appurtenances as may be necessary for the distribution of Water to each lot, piece, or parcel of land as a condition of annexation. The service shall be carried to the lot line and clearly marked on the property curb. When installed, such Water improvements up to and including the Water Meter box but not to a dwelling unit shall become and be property of the District. Any existing water system or portion thereof in the annexed section shall first be brought to the design standards of the District at the expense of the Owner or Owners of property desiring annexation. Extensions of Water Mains to uninhabited or underdeveloped land proposed to be annexed to the District shall be made in compliance with the Main extension and/or subdivision policies as herein set forth in Sections 9 & 10.

SECTION 12 CROSS-CONNECTION CONTROL STANDARDS

- 12.01. The purpose of this Section is to protect the public potable Water supply system of the TODBCSD by establishing a Cross Connection Control Program to effect the control of Cross Connections, actual or potential, thereby isolating within the Customer's private water system or internal piping, contaminants or pollutants which could backflow or back siphon into the TODBCSD's Water supply system.
- 12.02. The regulations relating to Cross Connections as established in the California Administrative Code, Title 17, and as amended from time to time, insofar as these regulations are applicable to the protection of Water supply of this District are hereby adopted, incorporated herein by reference and made a part hereof.

- 12.03. The TODBCSD shall maintain and make available a list of approved backflow prevention devices which may be installed for the protection of the public Water supply system.
- 12.04. Service of Water to any premise shall be discontinued by the TODBCSD if a backflow prevention device is required by the rules and regulations of the TODBCSD is not installed, tested, and maintained or if defects are found in the installed backflow prevention device or if it is found that a backflow prevention device has been removed or bypassed or if unprotected Cross Connections exist on the Premises. Service will not be restored until such condition or defects are corrected. The TODBCSD representative assigned to inspect Premises relative to possible Cross Connection hazards shall carry proper credential of his or her office, upon exhibition of which, he or she shall have the right of entry during usual business hours to inspect any and all buildings and Premises in the performance of his or her duty. This right of entry shall be a condition of Water service in order to provide assurance that the continuation of service to the Premises will not constitute a menace to health, safety, and welfare to the people throughout the TODBCSD's Water system.

SECTION 13 EASEMENTS

- 13.01. Easements granted for Public Water Lines shall be exclusive easements or public easements, and shall be in a form approved by the General Manager.

SECTION 14 DAMAGE, REMOVAL, OR DISPLACEMENT OF TODBCSD WATER DISTRIBUTION SYSTEM

- 14.01. Any Person or Entity damaging or removing, displacing, or otherwise altering, without the permission of the General Manager, any portion of the TODBCSD Water system shall pay the County, state, federal or TODBCSD Costs of investigating and repairing such damage and replacing any removed item(s), and shall indemnify and hold harmless TODBCSD, its officers and employees from any claims, actions, costs (including attorney fees), damages or other liability resulting or arising from such damage or removal.
- 14.02. Any Person or Entity engaged in work that requires or results in damaging, removing, displacing, tapping or otherwise altering any portion of the TODBCSD Water system may do so only with the prior approval of the General Manager.

SECTION 15 STRUCTURES OVERLYING TODBCSD UTILITIES

- 15.01. No permanent structure (including without limitation, garages, patios, concrete slabs, tool shed or similar structure) shall be constructed on top of Water or wastewater pipelines or anywhere within the associated easements, unless approved in the original building Permit for the parcel or approved by the General Manager upon execution of a hold harmless agreement.

SECTION 16 DISCONTINUANCE OR LIMITATION OF WATER SERVICES

- 16.01. The supply of Water by TODBCSD may be discontinued or limited at any time without notice to Customers and TODBCSD shall in no way be liable for any damage or Costs resulting from such discontinuance or limitation and reserves the right to discontinue service while making emergency repairs, or other work required on the Water system as determined by the General Manager. Customers dependent upon continuous supply should provide emergency storage. TODBCSD does not guarantee and shall not be liable for any failure in continuity or limitation of Water service or Water pressure.

SECTION 17 USE OF WATER

- 17.01. No Person shall use any TODBCSD Water, except as otherwise provided for by ordinance, unless installation of Water Service Connection and initiation of the Water service has been approved by the General Manager in accordance with all applicable provisions of this code and standards as determined by the General Manager. Any use without such approval shall be unlawful.
- 17.02. No Customer shall knowingly permit leaks or Waste of Water. Where Water is Wastefully or negligently used (as defined in Section 2.27) on a Customer's Premises, the TODBCSD may discontinue the service if such conditions are not corrected after giving notice of violation as provided in Section 45 of this Ordinance, or as provided in any other ordinance, resolution, rule, or regulation in effect at this time or as hereinafter adopted or amended.

SECTION 18 WATER METERS

- 18.01. No Water Service Connection may be attached to the TODBCSD Water Distribution System in order to provide service to buildings, Residential units, or landscaping unless such connection is equipped with a Water Meter installed by TODBCSD. Fire service connections are exempt from this provision. The General Manager may grant exemptions for Temporary Water Service.

SECTION 19 WATER METER FEE

- 19.01. In accordance with the terms of this Ordinance, the Customer shall pay any applicable fee established by the Board of Directors to recover the Costs incurred by TODBCSD to provide, install or supervise the installation of a Water Meter.

SECTION 20 REQUIREMENTS FOR INSTALLATION OF WATER METER

- 20.01. Water Meters shall be installed by TODBCSD, or by a representative of TODBCSD at the discretion of the General Manager, and in accordance with all applicable TODBCSD standards, building codes, and regulations. A Water Meter shall not be installed unless a Water Meter Permit has been issued.

SECTION 21 ACCESS FOR READING, MAINTENANCE AND REPAIR OF WATER METERS

- 21.01. The Customer shall provide TODBCSD staff and its contractors access to the Premises receiving Water service as required for the installation, reading, maintenance, and repair of Water Meters, and shall keep Water Meters and meter boxes clean and accessible for such purposes.
- 21.02. The Applicant shall be solely responsible for the control of all animals, which may pose a potential threat to the TODBCSD employees or agents of, and shall be liable for any injury to TODBCSD employees or agents of, resulting from unrestrained animals. Should an Applicant for new Water service fail to properly restrain animals present on his or her Premises, the TODBCSD may, upon written notice, refuse to install or turn on service until such time as the TODBCSD determines that a threat to its employees, or agents of the TODBCSD no longer exists.
- 21.03. If an obstruction of a Meter or other TODBCSD facilities on or adjacent to the Customer's Premises prevents convening or servicing of the facility, the TODBCSD may deliver written notice to the Premises service, to remove the obstruction within a stated number of days as defined by the General Manager. If the Customer fails to do so, the TODBCSD may thereafter cause the obstruction to be removed at the Customer's expense.

SECTION 22 TESTING WATER METERS

22.01. Any metered Customer may request in writing that the meter through which Water is being furnished be examined and tested by TODBCSD to determine whether the meter is registering accurately the amount of Water being delivered through it. Upon receipt of such request, TODBCSD shall cause the meter to be examined and tested. If the meter is found to register over three (3) percent more Water than actually passes through it, the Customer's Water bill for the preceding three (3) months will be adjusted accordingly. If the meter is found to register less Water than actually passes through it, no billing adjustment will be made. Meter testing will be performed at a Customer's request, at no charge to the Customer, not more than once every twenty-four (24) months. Any more frequent testing requested by the Customer will be done only after the Customer has agreed in writing to pay the actual Cost of such examination and testing and has posted a deposit equal to the estimated Cost as determined by the General Manager. If, as a result of the more frequent testing, the meter is found to register over three (3) percent more Water than actually passed through it, the Customer's Water bill for the preceding three (3) months will be adjusted accordingly, the Customer will not be responsible to pay for the Cost of that examination and testing of the Water Meter and the deposit will be returned to the Customer. If the meter is found to register less than three (3) percent more Water or to register less Water than actually passes through it, no billing adjustment will be made and the deposit will be used by the TODBCSD to pay its examination and testing Costs. If the deposit amount exceeds the actual Cost incurred by TODBCSD, the balance of the deposit will be returned to the Customer.

SECTION 23 WATER METER USE

23.01. No Person, other than those with the approval of the General Manager, shall install, maintain, repair, move, replace, adjust, tamper with, manipulate, damage, disconnect, or remove any Water Meter. Any Person or Entity performing any of the foregoing actions, whether or not authorized by the General Manager, shall pay all TODBCSD Costs of investigating and repairing any resulting damage or replacing any removed item(s), and shall indemnify and hold harmless TODBCSD, its officers and employees from any claims, actions, Costs (including attorney fees), damages or other liability resulting or arising from such damage or removal.

SECTION 24 SERVICE PROVIDED TO ANOTHER PARCEL

24.01. It shall be unlawful for any Person whose Water service pipe is attached directly or indirectly to a Public Water Line, to allow any Person to attach any pipe or hose connection to the plumbing on his or her parcel for the purpose of providing Water service to any other parcel. If any Person refuses to allow an authorized employee of TODBCSD to enter the Premises for the purpose of disconnecting the service pipe or hose connection attached to the Owner's plumbing, the General Manager shall immediately cause the Water service to the Premises of the Person so refusing entry to be shut off.

SECTION 25 INSPECTIONS

25.01. It shall be unlawful for any Person to interfere or seek to interfere with the inspection by the General Manager of any Water line, Water fixture, or Water using or Water distributing device to which TODBCSD Water is connected; provided that, before entering occupied dwellings or Premises for the purpose of making an inspection, the consent of the occupant thereof shall be secured. If consent is not secured, the General Manager shall take steps to effect an inspection as provided by law.

SECTION 26 RECONNECTION OF WATER

26.01. In no case shall Water service be restored to any Premises when shut off as provided in this Ordinance, unless the pipe leading thereto is directly connected with the Water distribution Main and unconnected from any other service pipe leading to any other Premises, or on approval of the General Manager and payment of all past due accounts and the additional amount covering Costs for shutting off and restoring Water service as provided in the fee schedule adopted by the Board of Directors.

SECTION 27 USE OF WATER AFTER SHUTOFF

27.01. Whenever, for any cause, TODBCSD shuts off any public or Private Fire Hydrant or pipe carrying or discharging Water from the TODBCSD Water Distribution System, it shall be unlawful for any Person to open such hydrant or pipe or to turn on or use any Water from such hydrant or Water pipe without first obtaining approval from the General Manager as provided herein.

SECTION 28 TEMPORARY WATER SERVICE

28.01. An Applicant for temporary use of Water from a fire hydrant shall secure a Permit therefor from the TODBCSD and pay the hydrant meter deposit as defined by the TODBCSD Board of Directors from time to time. The Applicant shall also pay for the Water used in accordance with the meter readings, at the rates prescribed by the Board.

28.02. Tampering with any fire hydrant for the unauthorized use of Water therefrom, or for any other purpose, is subject to a penalty charge for each occurrence as may be set by the Board.

28.03. The Applicant shall make the hydrant meter available as prescribed by the TODBCSD for reading on a monthly basis.

28.04. When abnormally large quantity of Water is desired for filling a swimming pool or for other purposes, arrangements shall be made with the TODBCSD prior to taking such Water. Permission to take Water in unusual quantities will be given only if it can be safely delivered through the TODBCSD's facilities and if other Customers are not inconvenienced thereby.

28.05. The Customer shall, at his or own risk and expense, furnish, install and keep in good and safe condition all equipment that may be required for receiving, controlling, applying, and utilizing Water, and the TODBCSD shall not be responsible for any loss or damage caused by the improper installation of such equipment, or the negligence, fault, or other wrongful act of the Customer or of any of his or her tenants, agents, employees, contractors, licensees, or permittees in installing, maintaining, operating, or interfering with such equipment. The TODBCSD shall not be responsible for damage to property, including, but expressly not limited to any damage caused by faucets, valves, and other equipment, which are open when Water is turned on at the meter, either originally, or when turned on after a temporary shutdown.

SECTION 29 DISCONTINUANCE OF SERVICE

29.01. Alterations, changes of equipment or piping, improper operation or lack of maintenance that results in conditions that are hazardous or are potentially hazardous to the potable Water supply, either within the Premises or in Public Water Lines shall be cause for the discontinuance of the supply of Water to the Premises until the hazard or potential hazard is abated to the satisfaction of the General Manager.

29.02. In case of fire, alarm of fire, or any situation which in the opinion of the General Manager has the potential to contaminate the TODBCSD Water supply, or in the necessity to make emergency repairs, TODBCSD shall have the right to shut off Water from any consumer or number of consumers without notice, and to keep it shut off as long as may be necessary.

SECTION 30 DISCONTINUANCE OF SERVICE AND NOTICE REQUIREMENT

30.01. If the General Manager determines that this Ordinance has been violated and an emergency shutoff is not warranted, the General Manager shall send a written notice to the Customer explaining the violation. If, within ten (10) days of receipt of the written notice, the Customer has not remedied the violation or requested an administrative hearing, Water service to the parcel may be discontinued until the violation has been remedied.

SECTION 31 ADMINISTRATIVE HEARING PROCEDURES

31.01. A Customer may request an administrative hearing to appeal imposition of fees or charges, determination of violations, or any other decision by TODBCSD. The request must be made to the General Manager within ten (10) calendar days of service of the decision to be appealed. The request for hearing must contain information as to the Customer's address for the purpose of service of the decision of the General Manager.

31.02. Within 10 days of receipt of a complete request for appeal, TODBCSD shall issue a written notice of an administrative hearing, which shall state that the Customer may appear in Person at a hearing before the General Manager. The General Manager shall conduct an administrative hearing within thirty (30) days of receipt of the appeal and render a written decision as to whether this Ordinance has been violated within ten (10) days of the administrative hearing. At the conclusion of the hearing, the General Manager shall determine whether the Customer violated the Ordinance, and the administrative Costs and Costs of discontinuance of service to be charged against the Customer, if any. If, after the hearing, it is determined that this Ordinance has not been violated, the General Manager shall not assess Costs of administration or Costs of Water service termination against the Customer. The General Manager may impose such conditions and take such other action as he or she deems appropriate under the circumstances to carry out the purpose of this Ordinance.

31.03. The decision of the General Manager shall be final. If the Customer wishes to appeal the decision of the General Manager, the appeal shall be directed in writing to the Board of Directors within three (3) calendar days after receipt of the General Manager's decision (not including Saturday, Sunday or holidays). The Board of Directors may hear the appeal at their next regularly scheduled meeting or a special meeting called for the purpose of reviewing the appeal. The decision of the Board of Directors shall be made and a notice of the decision shall be served on the appellant within three (3) calendar days of the Board's decision, not including Saturdays, Sundays or holidays. Water service shall not be disconnected during the time the General Manager or the Board of Directors is reviewing the matter and until three (3) calendar days, not including Saturdays, Sundays or holidays, after the written decision is served on the appellant. The decision of the Board of Directors shall be the final administrative decision.

SECTION 32 RECIRCULATING DEVICES

32.01. All swimming or wading pools or fish ponds above two hundred fifty (250) gallons in capacity, using Water from the TODBCSD Water system or discharging to a public

wastewater system, shall have a recirculating system equipped with an approved filter. The supply line shall also be equipped with an approved air gap.

SECTION 33 PUBLIC FIRE HYDRANT USE

No Person, other than authorized employees of TODBCSD or the agency providing fire service to TODBCSD or other Persons duly authorized by the General Manager shall open or operate any Public Fire Hydrant or attach any hose, tubing or pipe thereto for any purpose, without first obtaining a fire hydrant use Permit from the General Manager. Public use of the fire hydrant shall comply with conditions established by the General Manager and subject to such fees and charges as may be established by the Board. No Person, whether authorized to open a Public Fire Hydrant or not, shall leave a Public Fire Hydrant open or leave the cap off the nozzle of a Public Fire Hydrant after having ceased to use it. Any Person that opens or operates a Public Fire Hydrant, whether or not authorized as provided herein, shall indemnify and hold harmless the TODBCSD, its officers and employees from any claims, actions, Costs (including attorney fees), damages or other liability resulting or arising therefrom.

- 33.01. In the event that any Person shall violate any provisions of this section, TODBCSD may require that Person or the Entity whom they represent to provide a cash deposit, equal to five (5) times the fire hydrant use fee as adopted by the Board, as a condition of issuance for each and every fire hydrant use Permit requested by that Person or any other Person representing the Entity during the succeeding twelve (12) months. Said deposit shall be refunded after one (1) year if there are no further violations by that Person or by any Person representing the Entity, but shall be forfeited if there are any violations during the one (1) year after issuance of the Permit. If a Person or Person representing an Entity commits more than three (3) violations during any five-year period, the General Manager may refuse to issue any further fire hydrant use Permits to that Person or any Person representing that Entity.

SECTION 34 PRIVATE FIRE HYDRANT USE

- 34.01. Unmetered Water Service Connections providing Water supply to Private Fire Hydrants are subject to such fee as may be adopted by the Board of Directors and shall be used for fire suppression purposes only, except as otherwise provided herein. It shall be a violation for the Owner or business where Private Fire Hydrants are installed to use or allow others to use Private Fire Hydrants for any purpose other than fire suppression without obtaining the permission of the General Manager. The General Manager may require the property Owner to purchase, install and maintain a detector check or similar device on each fire service provided to the property. The size, location and type of detector check or similar device shall be determined by the General Manager.

SECTION 35 OBSTRUCTION OF FIRE HYDRANTS AND OTHER WATER FACILITIES

- 35.01. No Person shall block or obstruct any public or Private Fire Hydrant in such a manner that interferes with its operation, maintenance or repair, or the attachment of a fire hose thereto. No Person shall deface, vandalize or damage a public or Private Fire Hydrant. No Person shall place upon or about any public or Private Fire Hydrant, Water gate or Water Meter connected with the TODBCSD Water Distribution System any building material or other obstruction so as to prevent free access to the same at all times.
- 35.02. Whenever any fire protection facility, including but not limited to, public or Private Fire Hydrant, or other appurtenances for use by the TODBCSD fire service provider are required to be installed pursuant to this Ordinance, there shall be included in the development plan and delineated thereon adequate provision for access by firefighting

personnel and equipment to and from all such fire protection facilities. Such access shall be approved by the General Manager and the Owner may be required to dedicate to the TODBCSD as a condition of approval of the development plan, an easement sufficient for access by firefighting equipment to such fire protection facilities. Any such access easement shall be maintained in such a manner as to provide clear and unobstructed ingress and egress by firefighting personnel and equipment or maintenance personnel and equipment at all times.

SECTION 36 FIRE PROTECTION FACILITY AND WATER FLOW STANDARDS

36.01. The recommendations, guidelines, and standards for fire protection facilities and adequate Water flow published by the Insurance Service Office (ISO) are adopted as standards for fire protection facilities and adequate Water flow. Water distribution facilities shall be designed to meet such standards in effect at the time the facility design is approved by the General Manager.

SECTION 37 MAINTENANCE OF ON-SITE FIRE PROTECTION FACILITIES

37.01. All On-site Fire Protection Facilities shall at all times be maintained as installed, free of leaks and in good working order by the Owner of the land, except that fire protection facilities may be altered or modified with the written consent of the General Manager, if consistent with other provisions of this Ordinance. Maintenance of On-site Fire Protection Facilities shall include, but not limited to, repainting external surfaces and hydrant identification numbers, clearing away weeds, shrubs and other accumulations of vegetation, lubricating operating nuts and stems, and replacing nozzle caps, chains and gaskets.

37.02. The General Manager is hereby authorized to enter upon the land at reasonable times and in a reasonable manner to conduct periodic tests and inspections of such facilities. If the General Manager determines that any On-site Fire Protection Facilities are being maintained in such manner as not to meet the standards, the General Manager shall order the Owner to make such repairs, alterations, or additions as shall conform the facilities to such standards. The General Manager shall designate a reasonable time within which such repairs, alterations, or additions are to be made and it shall be unlawful for any Person so ordered to willfully fail or refuse to comply with such an order.

37.03. Without affecting the property Owner's responsibility for maintenance, the General Manager may inspect, service, test or repair Private Fire Hydrants and the property Owner shall be required to pay such fee for these services as may be established by the Board of Directors. Whether or not inspection, servicing, testing or repair is performed by a property Owner or the TODBCSD, the property Owner shall indemnify and hold harmless the TODBCSD, its officers and employees from any claims, actions, costs (including attorney fees), damages or other liability resulting or arising from the condition of, or any failure to inspect, service, test or repair, any Private Fire Hydrant located on the Owner's property.

SECTION 38 FILING OF MAP

38.01. A map showing the size and location of all Water pipes and hydrants installed pursuant to this Ordinance and stating the material of which such pipes are made and the date of their installation and approval shall be filed with TODBCSD.

SECTION 39 LIABILITY FOR CHARGES

39.01. Application for regular Water service, where no Main extension is required, shall be made upon a form provided by TODBCSD.

- 39.02. The property Owner, as determined by the real property tax roll of the Contra Costa County Assessor, is liable for payment of Water service provided by the TODBCSD either directly, through contract, or Permit, and shall be liable for the rates, charges and fees that service as established by the Board of Directors. In situations where someone other than the property Owner occupies the property receiving the service, the Owner of the property shall be primarily liable for payment of services, though the occupant may pay the charges on behalf of the Owner.
- 39.03. It is the responsibility of the Owner of the real property to provide the TODBCSD's director of finance with the current billing address and to notify the TODBCSD of any changes of address.
- 39.04. It shall be and is hereby made the duty of each property Owner to ascertain from the TODBCSD the amount and due date of any rates, charges, and fees for which the Owner is liable. It shall also be and is hereby made the duty of each Owner liable for the rates, charges, and fees to inform the TODBCSD immediately of all circumstances, and of any change(s) in any circumstances which will in any way affect the applicability or the amount of any rates, charges, and fees to Premises where Water service is being received.

SECTION 40 ADDITIONAL CHARGES

- 40.01. The General Manager may cause to be accomplished any extra work or service that the General Manager deems reasonably necessary to provide Water service to a property within the TODBCSD in a manner that maintains the safety of the District's Water supply. The General Manager may cause the Cost thereof to be added to the regular billing for such Water service and to be collected in the same manner as other service charges are collected.

SECTION 41 CUSTOMER BILLING PROCEDURES

- 41.01. Water service charges, imposed for Water service to a Customer, shall be collected together with the charges for any other service rendered to the Customer by the District either directly, through contract or Permit. Such Water service charges shall be billed upon the same bill and collected as one (1) item with such other charges, unless other arrangements are approved by the General Manager.
- 41.02. Water charges shall begin when a Water Service Connection is installed to any lot or dwelling, and shall continue until the Water Service Connection is removed.
- 41.03. The TODBCSD will annually or as otherwise establish a regular billing period.
- 41.04. Bills for metered Water service shall be rendered at the end of each billing period and are due and payable upon presentation. If full payment is not received at the TODBCSD business office on or before the 15th day after the date of billing, the bill shall become past due and delinquent.
- 41.05. All unpaid rates, fees, charges, and penalties herein provided may be collected by suit.
- 41.06. Defendant shall pay all costs of suit in any judgment rendered in favor of TODBCSD, including reasonable attorney's fees.
- 41.07. Bills for Water service shall be rendered at the end of each billing period and are due and payable upon presentation. If full payment is not received at the business office of the TODBCSD on or before the 15th day after the date of billing, the bill shall become past due and delinquent.

41.08. If a bill remains unpaid at the next billing cycle, a notice of termination will be delivered by the TODBCSD. A reasonable attempt to personally notify by telephone or in person will be made not less than 48 hours prior to the disconnection date. The notice of termination shall indicate the amount of delinquency, and the date and time by which the past due balances must be paid to avoid discontinuance of service. The actual termination date shall not be less than fifteen days following the delivery of the notice of termination. If the bill remains unpaid on the date specified, the service shall be discontinued the day specified. Notice of any delinquency in a tenant's account shall also be sent to the Owner of the property with indication of the Owner's liability.

SECTION 42 DISCONNECTION FOR NONPAYMENT

42.01. In accordance with Section 41, Water service shall be discontinued if payment for Water service is not made within fifteen (15) calendar days of the date of mailing the past due bill. At least forty-eight (48) hours prior to termination, the TODBCSD will make a reasonable good faith attempt to notify the Owner of the affected property by telephone or in person. At no time shall the TODBCSD initiate the discontinuance of Water service at a time when the TODBCSD offices are closed, or on a Saturday, Sunday, or legal holiday.

42.02. Service disconnection for non-payment of bills shall be subject to the administrative hearing procedures specified in Section 31 therein.

42.03. Any amount due is a debt to the TODBCSD, and any Person, firm, or corporation failing, neglecting, or refusing to pay this debt may be subject to a civil action to recover any amounts due and/or to obtain any other relief authorized by law, from a court of competent jurisdiction.

42.04. If Water service is discontinued for violation of any of the TODBCSD's rules, regulations, resolutions, or ordinances, service shall not be reinstated until the violations have been corrected and all applicable security deposits, service charges, fees, and penalties, as provided for herein paid.

42.05. The General Manager may authorize continuation of service to a delinquent account if an amortization agreement or other arrangements satisfactory to the TODBCSD have been established.

SECTION 43 WAIVER OR ADJUSTMENT OF CERTAIN CHARGES AND REFUNDS

43.01. The General Manager may adjust or refund such charges for Water services as the General Manager may deem inequitable, penalty charges under extenuating circumstances, cancellation of duplicate billings, refund of duplicate payments and refunds of amounts due to Customers on closed accounts. Refunds on closed accounts of ten dollars (\$10.00) or less will not be made unless a specific request is received from the party to whom the refund is to be made. The General Manager may cancel all amounts owed on closed accounts with a balance due to TODBCSD.

43.02. All adjustments or refunds may be credited to the Customer's account or refunded directly to the Customer upon request by the Customer and approval by the General Manager.

SECTION 44 FEE FOR RESTORATION OF WATER SERVICE

44.01. In the event that Water service to any Premises is shut off for nonpayment, the Water shall not be turned on until the amount due and a fee established by the Board of Directors to cover the Cost of making a service call to turn on the Water are paid in full, unless otherwise approved by the General Manager.

SECTION 45 VIOLATION AND INFRACTION

- 45.01. Any Customer found by TODBCSD to be in violation of any of the provisions of this Ordinance shall be deemed guilty of an infraction. Wherever or whenever practicable under the particular circumstances and pursuant to the discretion of the General Manager, any Person found to be violating any provision of this or any other ordinance, resolution, rule, or regulation of the TODBCSD shall be served by the General Manager or other authorized Person, with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. Said time limit shall be not less than one, or more than seven working days unless otherwise specified. The offender shall, within the period of time stated in such notice, permanently cease all violations. Upon being notified by an authorized representative of the TODBCSD of any defect arising in any Water facility or any violation of this Ordinance, the Person or Persons having charge of said work shall immediately correct the same. All Persons shall be held strictly responsible for any and all acts of agents or employees performed under the provisions of this or any other ordinance, resolution, rule, or regulation of the TODBCSD.
- 45.02. Each day such violation is committed or permitted to continue after written notice has been served on the Customer by the General Manager or the Board of Directors shall constitute a separate offense and shall be punishable as such. TODBCSD may elect to prosecute such violation as an infraction(s) or as a civil violation(s) with fines or surcharges as defined by the Board of Directors from time to time, or as both an infraction and a civil violation.
- 45.03. Any Person violating any of the provisions of the ordinances, resolutions, rules, or regulations of the TODBCSD, or permitting or maintaining any property in violation of any of the ordinances, resolutions, rules, or regulations of the TODBCSD, shall be liable to the TODBCSD for any expense, loss, or damage occasioned by the TODBCSD by reason of such violation. Such liability shall be in addition to any other civil or criminal penalties imposed under this Ordinance or under any other provision of law.

SECTION 46 POWERS AND DUTIES OF THE GENERAL MANAGER

- 46.01. The General Manager is hereby authorized to and may perform all of the provisions of this Ordinance and is empowered to make interpretations of this Ordinance whenever a question may arise as to the necessity for, manner or method in which materials, meters, backflow control devices or other equipment shall be installed.

SECTION 47 REMEDIES CUMULATIVE

- 47.01. The remedies and penalties provided for in this Ordinance shall be cumulative and shall be in addition to any or all other remedies available to the General Manager and the Board of Directors.

SECTION 48 CERTIFICATE OF LIEN FOR DELINQUENT WATER CHARGES

- 48.01. When Water service has been discontinued as provided for in Section 43 above, and when the General Manager or the Finance Director has determined that the recovery of the amount due may be uncertain, then the General Manager or the Finance Director shall cause to be filed with the County Recorder a Certificate of Lien, setting forth the amount of the delinquent charges, including any interest and penalties therein, the name and address of the Person(s) liable therefor, and the same shall therefor become a lien upon all real property owned by such Person(s) in accordance with section 61115 of the Government Code.

SECTION 49 PLACING THE UNPAID CHARGES ON THE COUNTY TAX ROLLS

49.01. The amount of any charges and penalties for Water service may be collected on the tax roll in the same manner as property taxes. The General Manager shall prepare and file with the Board of Directors a report that describes each affected parcel of real property and the amount of charges and delinquencies for each affected parcel for the year. Then General Manager shall give notice of the filing of the report and the time and place for a public hearing by publishing the notice pursuant to Government Code section 6066 in a newspaper of general circulation, and by mailing the notice to the Owner of each affected parcel. At the public hearing, the Board of Directors shall hear and consider any objections or protests to the report. At the conclusion of the public hearing, the Board of Directors may adopt or revise the charges and penalties. The Board of Directors shall make its determination on each affected parcel and its determination shall be final. On or before August 10 of each year following these determinations, the General Manager shall file with the County Auditor a copy of the final report adopted by the Board of Directors. The County Auditor shall enter the amount of the charges and penalties against each of the affected parcels of real property as they appear on the current assessment roll. The County Tax Collector shall include the amount of the charges and penalties on the tax bills for each affected parcel of real property and collect the charges and penalties in the same manner as property taxes.

SECTION 50 CHARGES

- 50.01. The Board may from time to time establish by Ordinance, (except where otherwise specified), any or all of the following charges. The schedule of approved charges will be posted at the TODBCSD office.
- 50.02. Administrative Charges. The charges for returned checks, notary fees, and reproduction charges. This charge may be adopted by Resolution.
- 50.03. Consumption Charge. The consumption charge is the charge per hundred cubic feet for all Water registered by the Customer's Water service meter or a contractor's temporary/loaned TODBCSD owned meter.
- 50.04. Delinquency Charges. The charge added to each delinquent account at the time any amount becomes delinquent. When a delinquency charge is made, such charge shall be added to the account as of the date the account becomes delinquent and the charge shall become part of the amount due as of that time.
- 50.05. Disconnect Processing Charge. The charge, which covers the reasonable TODBCSD Costs of processing the past due, accounts for disconnection.
- 50.06. Disconnect/Reconnect Charge. The charge or fee which covers the reasonable TODBCSD Costs of disconnection and reconnection of service connections which are in violation of the provisions of this Ordinance.
- 50.07. Fire Hydrant Installation Charge. The charge for installation of Fire Hydrants as may be required.
- 50.08. Fire Service Standby Charge. The monthly standby charge per inch diameter of the District fire service meter. Water use through this service shall be limited to the emergency fire requirements only.
- 50.09. Inspection Charge. Where a Customer service connection or facility requires inspection by TODBCSD personnel, the Customer shall be charged for such inspection.

- 50.10. Meter Test Charge. The charge, which covers the TODBCSD, Costs for pulling, testing, and reinstalling the Water Meter to be tested.
- 50.11. Plan Check Charge. The charge incurred by the TODBCSD in reviewing and inspecting water plans submitted to the TODBCSD.
- 50.12. Repair Charge. The charge incurred by the TODBCSD in repairing any damage to any TODBCSD meter, Water Mains, Water lines and/or any other appurtenances.
- 50.13. Security Deposit Charge. The charge which insures payment of minimum TODBCSD charges, and which shall be deposited with the TODBCSD with the completed application prior to commencement of Water service to any property.
- 50.14. Special Facility/Capacity Charge. The charge required for development of limited service areas whenever Special Facilities, including, but not limited to, Booster Stations, Hydro pneumatic Stations, and Pressure Regulators are required. The charge to be made to a Developer or Owner of land that is considered by the TODBCSD to be within a limited service area shall be based upon the Developer's or Landowner's proportionate share to be borne by the Developer or Landowner shall be based on the percentage of such development to the entire limited service area to be served by the Special Facilities, and the difference between the Cost of facilities to service the same number of acres or area under normal conditions and the Cost of facilities to service the acreage or area under special conditions at a higher Cost.
- 50.15. Availability of Service Charge. The availability of service charge is the monthly availability charge applicable to all metered services.
- 50.16. Unauthorized Use of Water Charge. The charge imposed on any Person, organization, or agency for each unauthorized use of TODBCSD Water, or for tampering in any manner with any meter belonging to the TODBCSD, where such tampering affects the accuracy of such meter.
- 50.17. Water Main Extension Charge. The charge for the replacement or construction of the Water Main fronting on the property to be served.
- 50.18. Water Service Connection Charges. The charge for the type and size of Water service meter and the Cost of connection of a building or property to the TODBCSD's Water system, as determined by the Board of Directors. Such regular charge shall be paid in advance by Applicant. Where there is no charge, the TODBCSD may require the Applicant to deposit an amount equal to the estimated Cost of such service connection.
- 50.19. Facility/Capacity Charges. The Water Service Connection charge for facilities/capacity based upon five separate categories including (A) storage; (B) supply; (C) transmission; (D) office and maintenance facilities; and (E) future storage and transmission facilities.
- 50.20. Water Rights Charge. Charges in lieu of delivery of water rights for new service connections and any other charge necessary for the purchase of replacement water.
- 50.21. Water System Design Charge. A non-refundable charge required for checking plans provided for all Main extensions, service connections, and/or special facilities or for requiring the preparation of engineering plans and drawings by TODBCSD personnel or consultants.
- 50.22. Permit Charge. Charge for issuance of a Permit for connection.

SECTION 51 WATER CONSERVATION

- 51.01. The purpose of this is to assure that all Water furnished by the TODBCSD is put to reasonable beneficial use, to prevent unreasonable use or Waste of Water and to promote efficient use and conservation of Water.
- 51.02. All Customers of TODBCSD are urged to take all reasonable action to prevent Waste of Water. The TODBCSD shall have the right, following notice and hearing, to impose upon any Water Service Connection such conditions as the TODBCSD determines to be necessary to prevent unreasonable use or Waste of Water.
- 51.03. All Customers of Water furnished by the TODBCSD are urged to take all reasonable action to conserve Water.
- 51.04. The TODBCSD shall vigorously pursue at all times a program for the conservation of Water consisting in such cost-effective measure as are from time to time authorized by the Board of Directors. Cooperate with local school districts in developing education programs on efficient Water use. Make available at the TODBCSD's office, public library, and any other public places printed materials on the need for, and methods of, Water conservation.
- 51.05. All new landscaping plans and irrigation systems must make efficient use of minimum quantity of Water and is installed, operated, and maintained in accordance with plans that comply with all ordinances and regulations of the County of Contra Costa relating to landscaping in new developments.

SECTION 52 PLACE OF USE OF WATER, RESALE PROHIBITED

- 52.01. Resale prohibited. Except with prior written authorization of the TODBCSD, no Customer shall use, or permit the use of, any Water furnished by the TODBCSD on any premise other than that specified in his application for service, nor shall any Customer resell any Water furnished by the TODBCSD.

SECTION 53 ADOPTION AND EFFECTIVE DATE

- 53.01. This Ordinance is hereby declared to have been adopted by the District Board of Directors at a meeting thereof duly called and held on the ____ day of February, 2018, and ordered to be given effect thirty (30) days after its first publication as mandated by statute.

CERTIFICATION

Passed and adopted at a regular meeting of the Board of Directors of the Town of Discovery Bay Community Services District held on _____, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Kevin Graves
Board President

Attest:

Michael Davies
Board Secretary

DRAFT



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

March 07, 2018

Prepared By: Michael R. Davies, General Manager
Submitted By: Michael R. Davies, General Manager

MRD

Agenda Title

Discussion and Possible Action Regarding Board Response to County's Preliminary Framework for Cannabis Regulation.

Recommended Action

Provide Board Member input to Contra Costa County regarding the "Preliminary Framework for Cannabis Regulation in Unincorporated Contra Costa County."

Executive Summary

At the February 21, 2018 Regular Board Meeting, the Board received a presentation from Contra Costa County Director of Conservation & Development, John Kopchik, on the "Preliminary Framework for Cannabis Regulation in Unincorporated Contra Costa County."

The purpose of the presentation was to inform the Board on the County's process to review potential local regulatory approaches to the passing of Proposition 64 (Adult Use of Marijuana Act). As part of this process, the County sought Board input on:

1. What is your overall reaction to the framework?
2. What distance should cannabis use be buffered from sensitive and/or residential sites?
3. Should there be caps on the number of permits. If so, how many? What uses should caps be applied to?
4. Should "outdoor personal grow" be allowed by right? Number of plants? Other requirements?

The Board decided to delay response until this Board Meeting on March 7, 2018.

Director Kopchik stated that either he or another representative will be at the meeting to answer questions and take comment from the Board.

Previous Relevant Board Actions for This Item

February 21, 2018 Board Meeting – Received presentation on Preliminary Framework for Cannabis Regulation

Attachments

1. PowerPoint Presentation on Preliminary Framework for Cannabis Regulation
2. Screenshot of County's online survey on Preliminary Framework for Cannabis Regulation

AGENDA ITEM: G-2



DISCOVERY BAY CSD

TUESDAY, WEDNESDAY 21, 2018

PRELIMINARY FRAMEWORK FOR CANNABIS REGULATION IN UNINCORPORATED CONTRA COSTA COUNTY

HOW DID WE GET HERE?

- November, 2016 – Voters passed Prop 64 (Adult Use of Marijuana Act)
- The Board of Supervisors initiated a process to review potential local regulatory approaches shortly thereafter

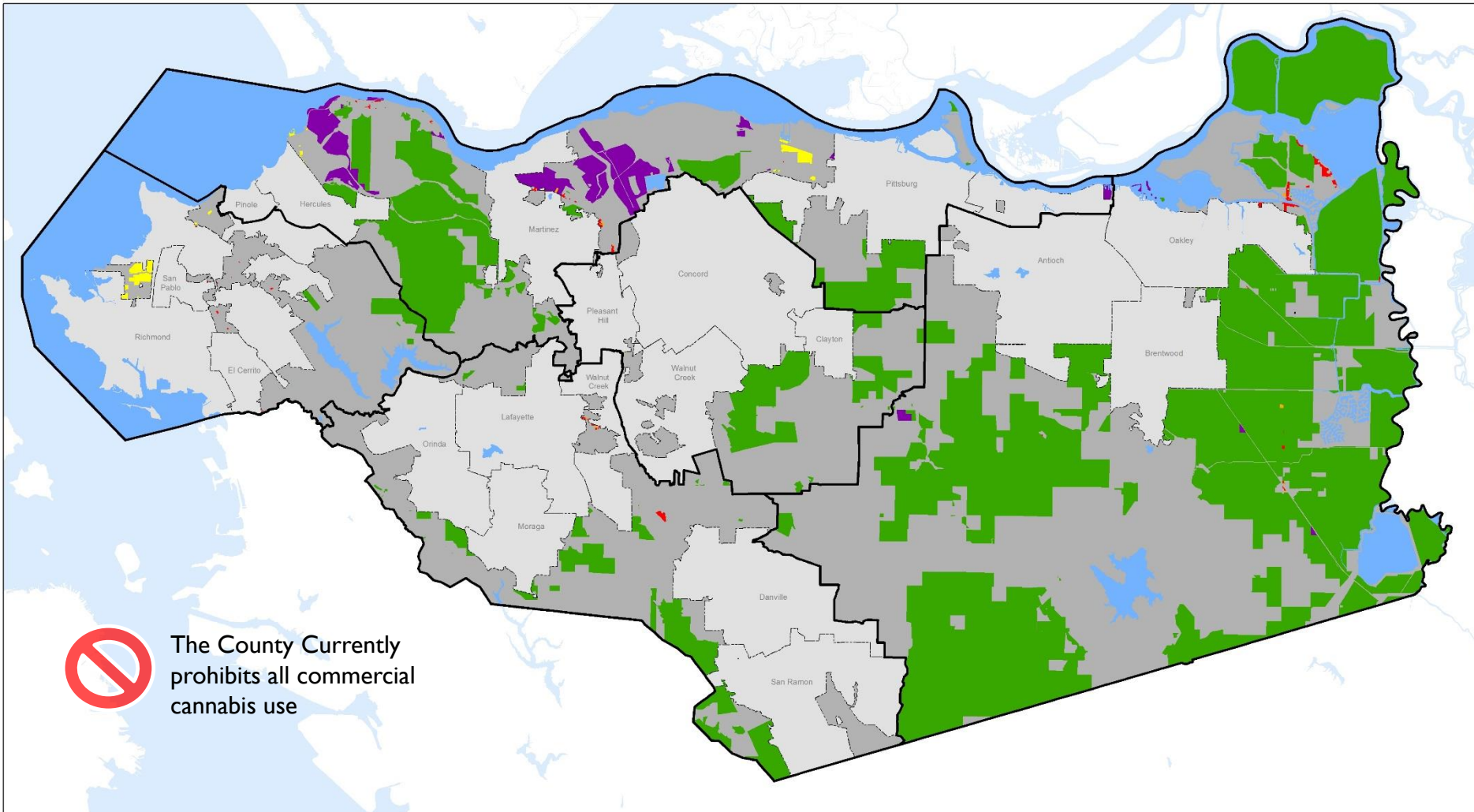
HOW DID WE GET HERE?

- Commercial Cannabis is currently **PROHIBITED** in unincorporated county. Commercial Cannabis includes the commercial cultivation, distribution, storage, manufacturing, processing, and sale of **MEDICAL** and **ADULT USE** cannabis. Outdoor cultivation for personal use is also **PROHIBITED**.

LEGEND	CULTIVATION		
	Artificial Light	Mixed Light	Natural Light
ZONING DISTRICT			
Agricultural Zoning Districts (A-)	Land Use Permit	Land Use Permit	Land Use Permit
Planned Unit (P-1) with Non Residential GP	Land Use Permit	Land Use Permit	Land Use Permit
Retail-Business (R-B)			
General Commercial (C)			
Controlled Manufacturing (C-M), Light Industrial (L-I), Heavy Industrial (H-I)	Land Use Permit	Land Use Permit	Land Use Permit
Potential Sustainability Requirements	Renewable Energy Sustainable Water Supply	Sustainable Water Supply	
Key Consideration and Limitations by Use	Maximum 22,000 sf Ag Districts: Max. 10,000 sf structures or in existing structure	Max 2 acre Greenhouse Only in non-ag zoning districts	

LEGEND	CULTIVATION			PROCESSING AND MOVEMENT		
	Artificial Light	Mixed Light	Natural Light	Distribution Center	Manufacturing	Testing
Agricultural Zoning Districts (A-)	Land Use Permit	Land Use Permit	Land Use Permit		Land Use Permit	
Planned Unit (P-1) with Non Residential GP	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit
Retail-Business (R-B)						
General Commercial (C)				Land Use Permit	Land Use Permit	Land Use Permit
Controlled Manufacturing (C-M), Light Industrial (L-I), Heavy Industrial (H-I)	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit
Potential Sustainability Requirements	Renewable Energy Sustainable Water Supply		Sustainable Water Supply			
Key Consideration and Limitations by Use	Maximum 22,000 sf Ag Districts: Max. 10,000 sf structures or in existing structure		Max 2 acre Greenhouse Only in non-ag zoning districts	Only within ULL Cultivators may distribute own product	Potential limits on number of employees/trips outside ULL	Only within ULL

LEGEND	CULTIVATION			PROCESSING AND MOVEMENT			SALES	
	Artificial Light	Mixed Light	Natural Light	Distribution Center	Manufacturing	Testing	Retail Delivery Only	Retail Storefront
Agricultural Zoning Districts (A-)	Land Use Permit	Land Use Permit	Land Use Permit		Land Use Permit			
Planned Unit (P-1) with Non Residential GP	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit
Retail-Business (R-B)							Land Use Permit	Land Use Permit
General Commercial (C)				Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit
Controlled Manufacturing (C-M), Light Industrial (L-I), Heavy Industrial (H-I)	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit
Potential Sustainability Requirements	Renewable Energy Sustainable Water Supply		Sustainable Water Supply					
Key Consideration and Limitations by Use	Maximum 22,000 sf Ag Districts: Max. 10,000 sf structures or in existing structure		Max 2 acre Greenhouse Only in non-ag zoning districts	Only within ULL Cultivators may distribute own product	Potential limits on number of employees/trips outside ULL	Only within ULL	Only within ULL	Only within ULL

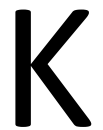


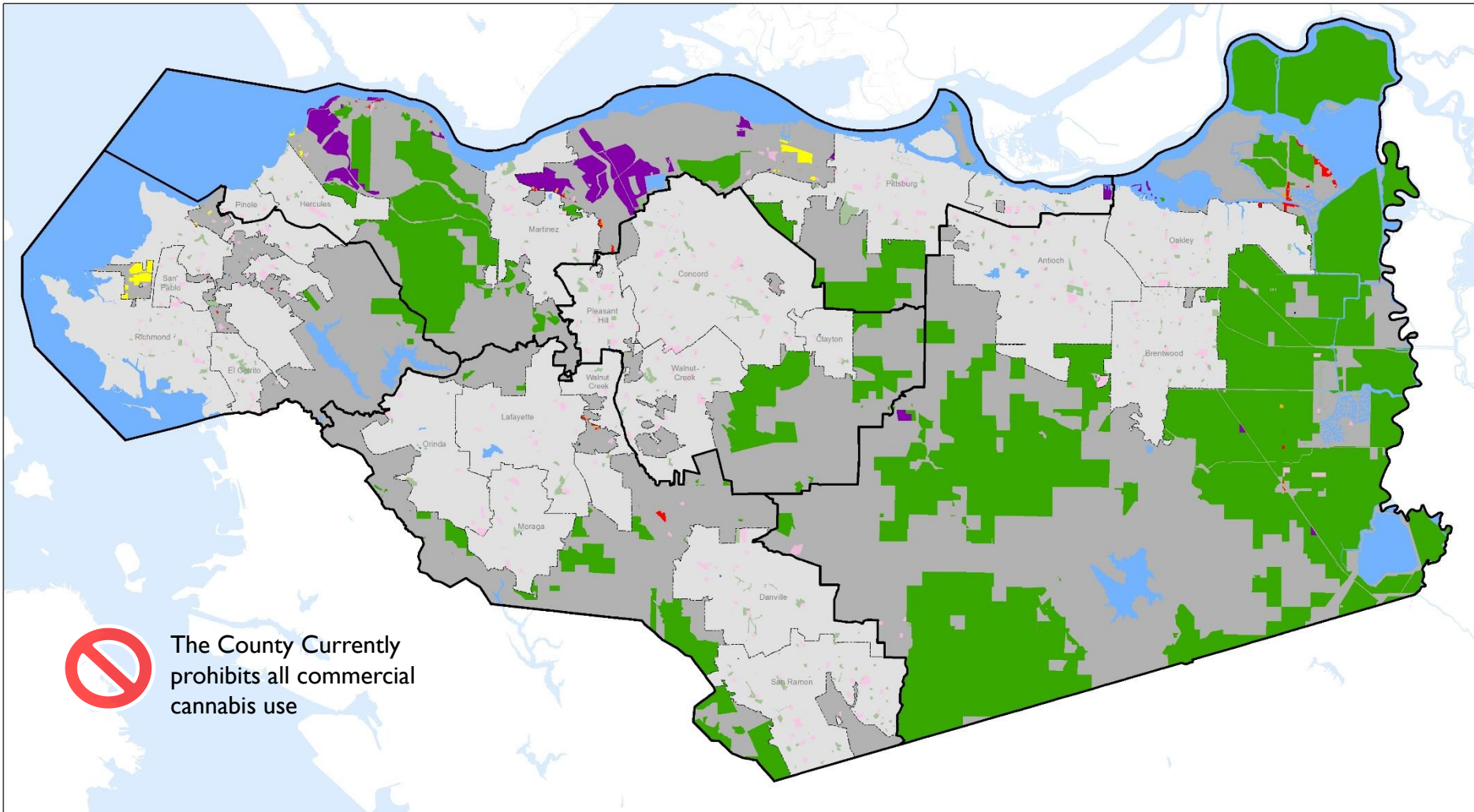
The County Currently prohibits all commercial cannabis use

Area with Incompatible Zoning District or General Plan Land Use Designation

LEGEND ZONING DISTRICT	CULTIVATION			PROCESSING AND MOVEMENT			SALES	
	Artificial Light	Mixed Light	Natural Light	Distribution Center	Manufacturing	Testing	Retail Delivery Only	Retail Storefront
Agricultural Zoning Districts (A-)	Land Use Permit	Land Use Permit	Land Use Permit		Land Use Permit			
Planned Unit (P-1) with Non Residential GP	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit
Retail-Business (R-B)							Land Use Permit	Land Use Permit
General Commercial (C)				Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit
Controlled Manufacturing (C-M), Light Industrial (L-I), Heavy Industrial (H-I)	Land Use Permit		Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit

Agenda Item G-2





- Sensitive Site
- School
 - Library
 - Park
 - Homeless Shelter or Drug Rehab Center

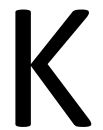


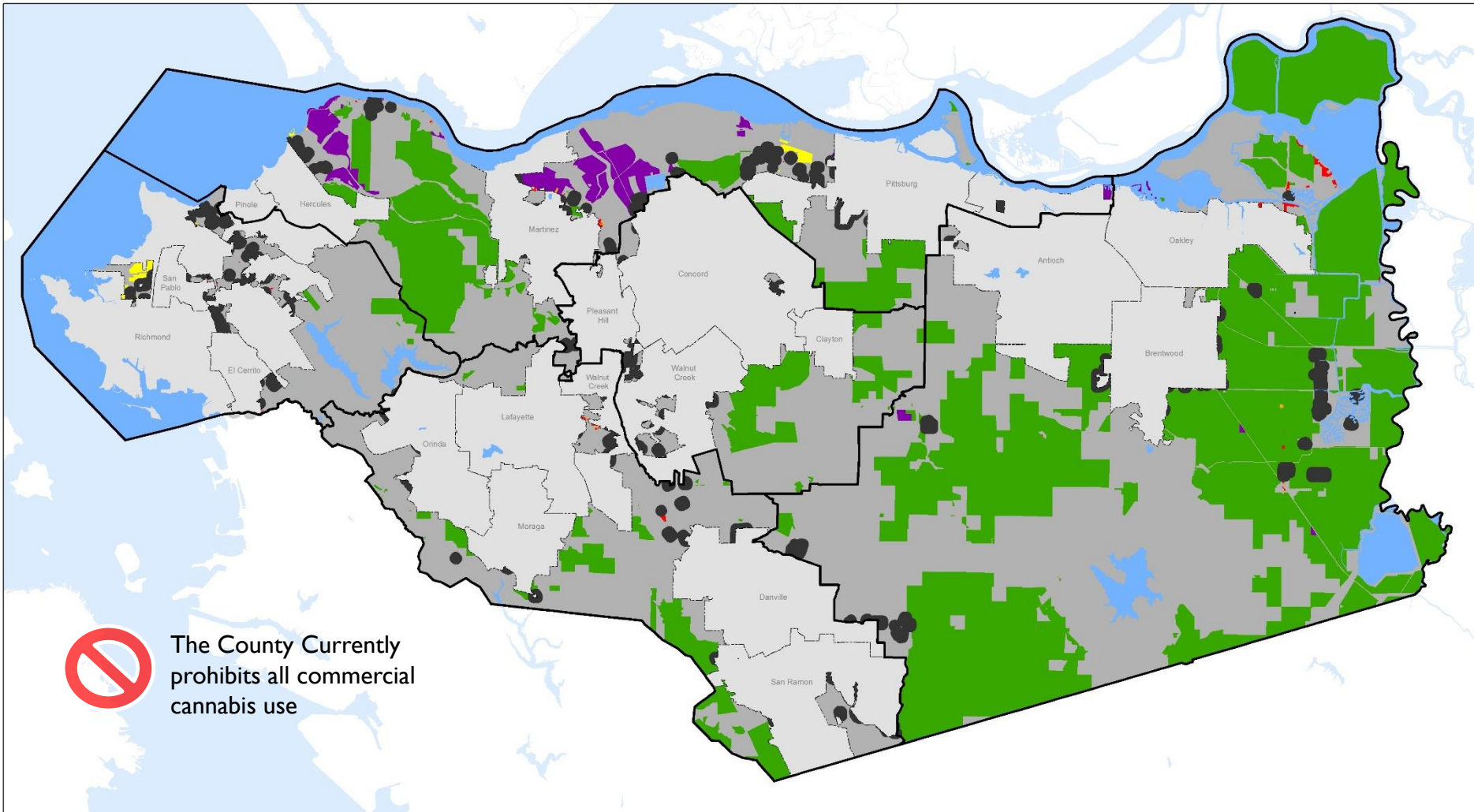
The County Currently prohibits all commercial cannabis use


Area with Incompatible Zoning District or General Plan Land Use Designation


LEGEND ZONING DISTRICT	CULTIVATION			PROCESSING AND MOVEMENT			SALES	
	Artificial Light	Mixed Light	Natural Light	Distribution Center	Manufacturing	Testing	Retail Delivery Only	Retail Storefront
Agricultural Zoning Districts (A-)	Land Use Permit	Land Use Permit	Land Use Permit		Land Use Permit			
Planned Unit (P-1) with Non Residential GP	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit
Retail-Business (R-B)							Land Use Permit	Land Use Permit
General Commercial (C)				Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit
Controlled Manufacturing (C-M), Light Industrial (L-I), Heavy Industrial (H-I)	Land Use Permit		Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit

Agenda Item G-2



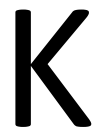


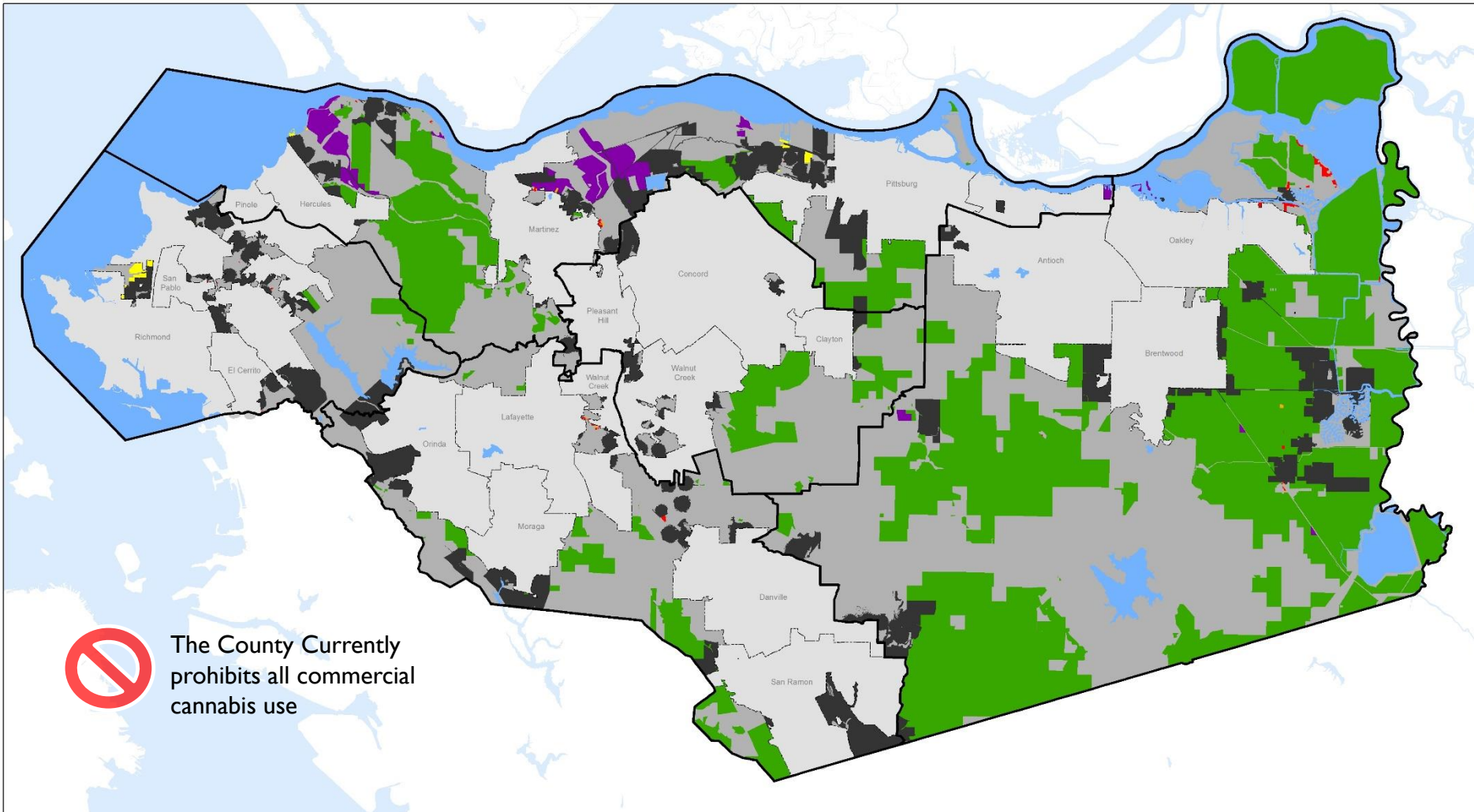
 The County Currently prohibits all commercial cannabis use

 Area with Incompatible Zoning District or General Plan Land Use Designation

LEGEND ZONING DISTRICT	CULTIVATION			PROCESSING AND MOVEMENT			SALES	
	Artificial Light	Mixed Light	Natural Light	Distribution Center	Manufacturing	Testing	Retail Delivery Only	Retail Storefront
Agricultural Zoning Districts (A-)	Land Use Permit	Land Use Permit	Land Use Permit		Land Use Permit			
Planned Unit (P-1) with Non Residential GP	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit
Retail-Business (R-B)							Land Use Permit	Land Use Permit
General Commercial (C)				Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit
Controlled Manufacturing (C-M), Light Industrial (L-I), Heavy Industrial (H-I)	Land Use Permit		Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit


Agenda Item G-2
Land Use Permit





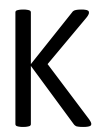
Parcels within 1,000 feet of a Sensitive Site

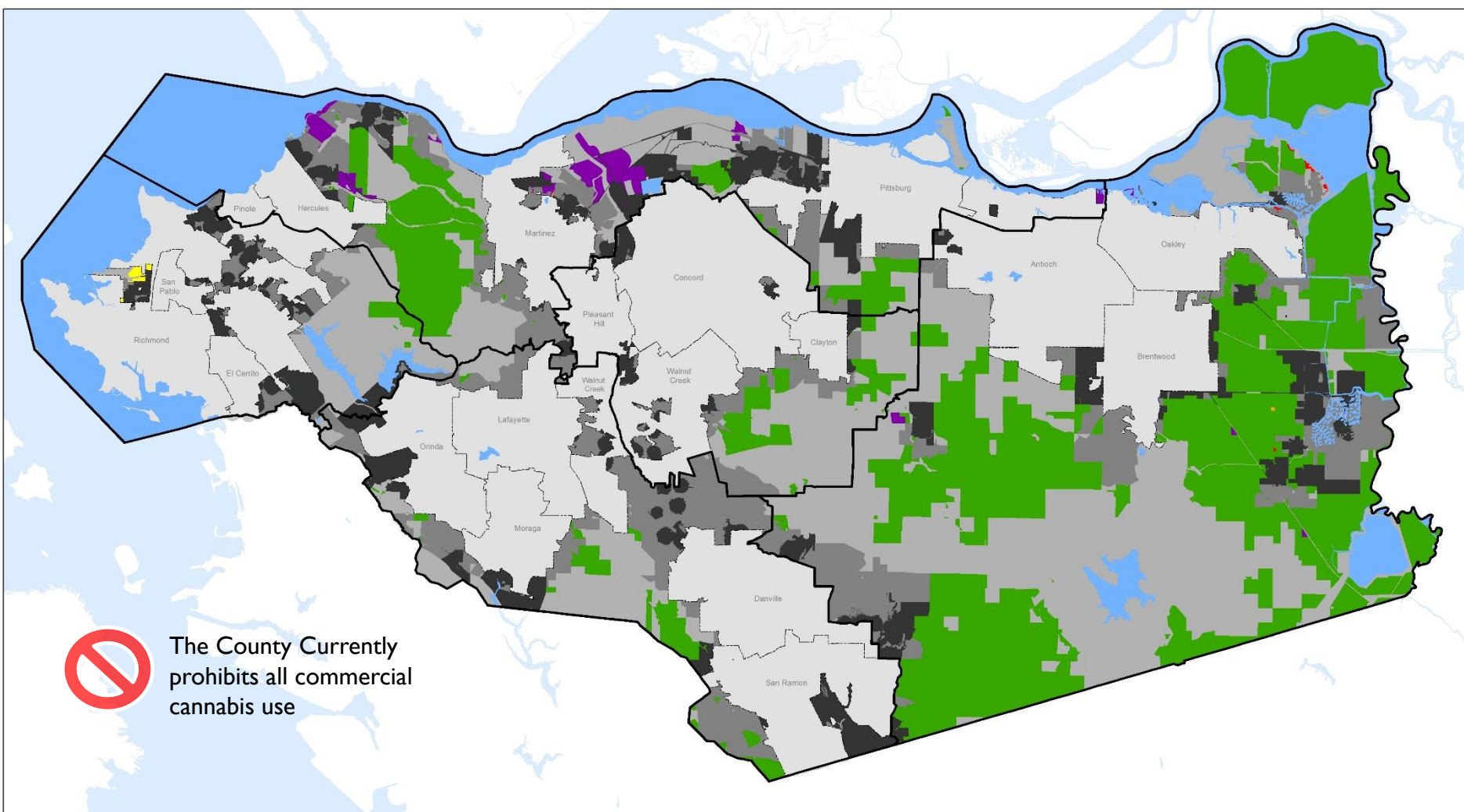
Area with Incompatible Zoning District or General Plan Land Use Designation

 The County Currently prohibits all commercial cannabis use

LEGEND ZONING DISTRICT	CULTIVATION			PROCESSING AND MOVEMENT			SALES	
	Artificial Light	Mixed Light	Natural Light	Distribution Center	Manufacturing	Testing	Retail Delivery Only	Retail Storefront
Agricultural Zoning Districts (A-)	Land Use Permit	Land Use Permit	Land Use Permit		Land Use Permit			
Planned Unit (P-1) with Non Residential GP	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit
Retail-Business (R-B)							Land Use Permit	Land Use Permit
General Commercial (C)				Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit
Controlled Manufacturing (C-M), Light Industrial (L-I), Heavy Industrial (H-I)	Land Use Permit		Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit

Agenda Item G-2






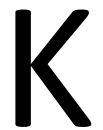
■ Parcels within 1,000 feet of a Sensitive Site

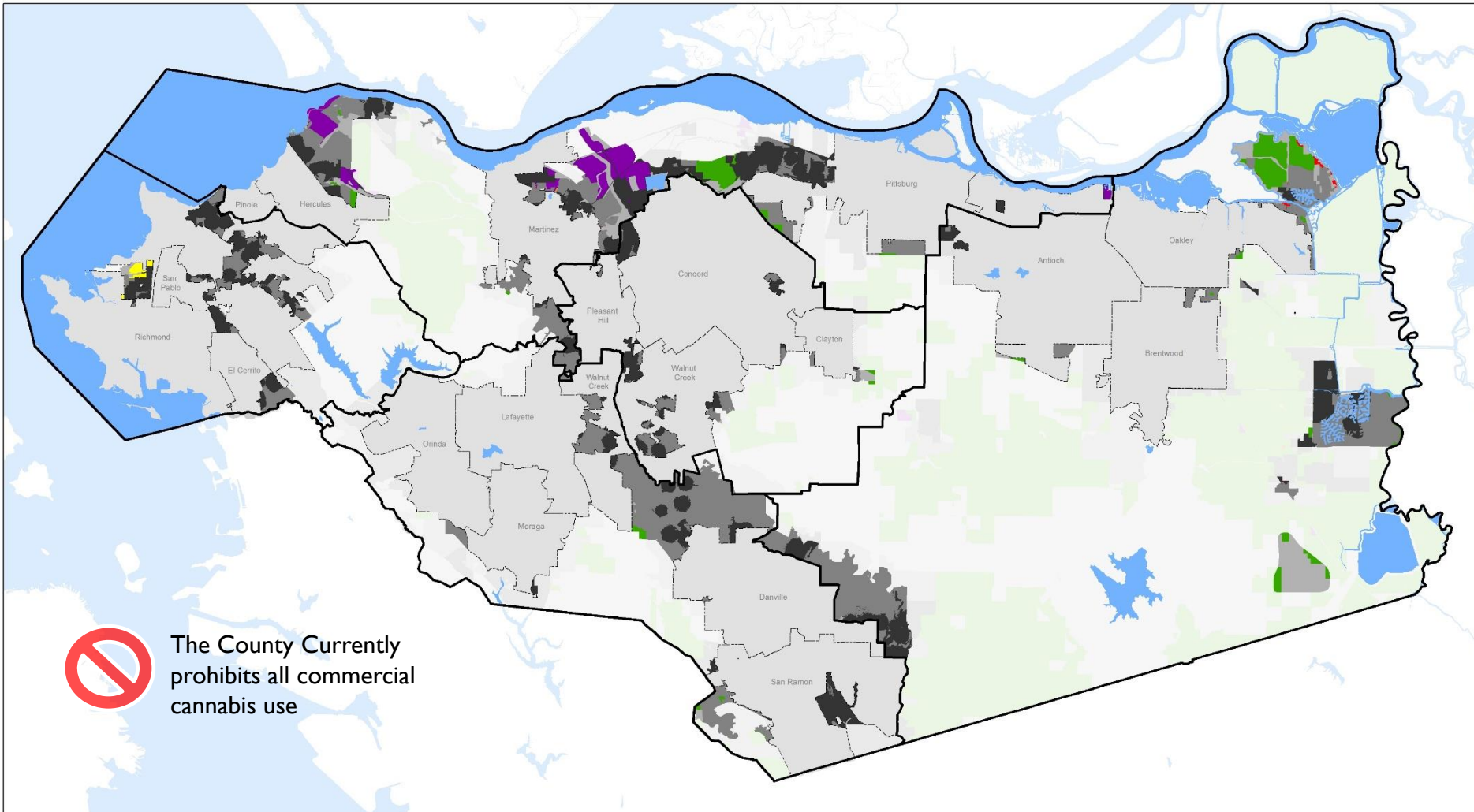
■ Parcels within 500 feet of a Residential

■ Area with Incompatible Zoning District or General Plan Land Use Designation

 The County Currently prohibits all commercial cannabis use

LEGEND ZONING DISTRICT	CULTIVATION			PROCESSING AND MOVEMENT			SALES	
	Artificial Light	Mixed Light	Natural Light	Distribution Center	Manufacturing	Testing	Retail Delivery Only	Retail Storefront
Agricultural Zoning Districts (A-)	Land Use Permit	Land Use Permit	Land Use Permit		Land Use Permit			
Planned Unit (P-1) with Non Residential GP	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit
Retail-Business (R-B)							Land Use Permit	Land Use Permit
General Commercial (C)				Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit
Controlled Manufacturing (C-M), Light Industrial (L-I), Heavy Industrial (H-I)	Land Use Permit		Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit





Parcels within 1,000 feet of a Sensitive Site

Parcels within 500 feet of a Residential

Potential not allowed outside Urban Limit Line: Distribution Centers, Testing, Retail Stores/Delivery.

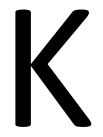
Area with Incompatible Zoning District or General Plan Land Use Designation

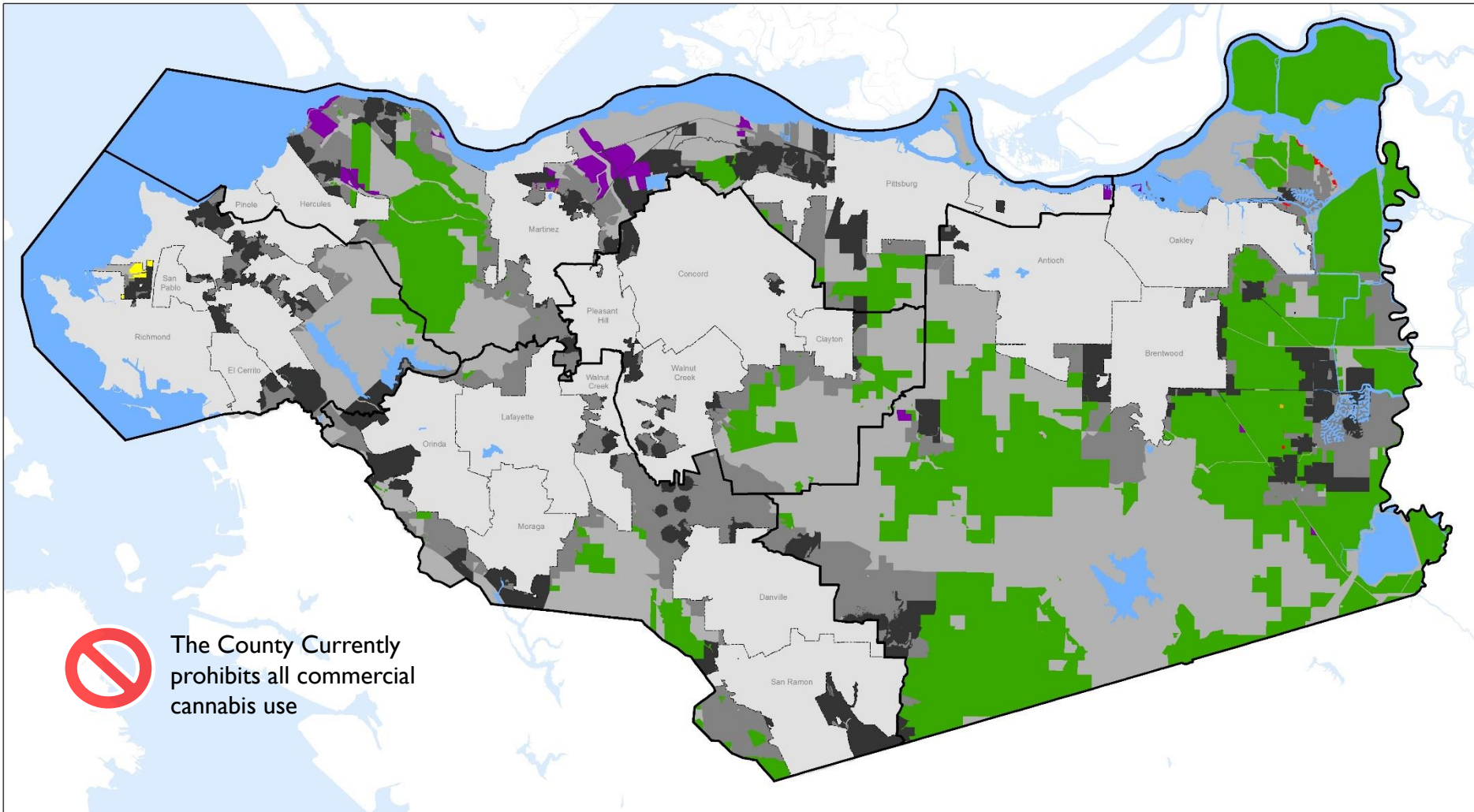


The County Currently prohibits all commercial cannabis use

LEGEND ZONING DISTRICT	CULTIVATION			PROCESSING AND MOVEMENT			SALES	
	Artificial Light	Mixed Light	Natural Light	Distribution Center	Manufacturing	Testing	Retail Delivery Only	Retail Storefront
Agricultural Zoning Districts (A-)	Land Use Permit	Land Use Permit	Land Use Permit		Land Use Permit			
Planned Unit (P-1) with Non Residential GP	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit
Retail-Business (R-B)							Land Use Permit	Land Use Permit
General Commercial (C)				Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit
Controlled Manufacturing (C-M), Light Industrial (L-I), Heavy Industrial (H-I)	Land Use Permit		Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit

Agenda Item G-2






■ Parcels within 1,000 feet of a Sensitive Site

■ Parcels within 500 feet of a Residential

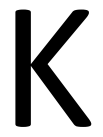
Potential not allowed outside Urban Limit Line: Distribution Centers, Testing, Retail Stores/Delivery.

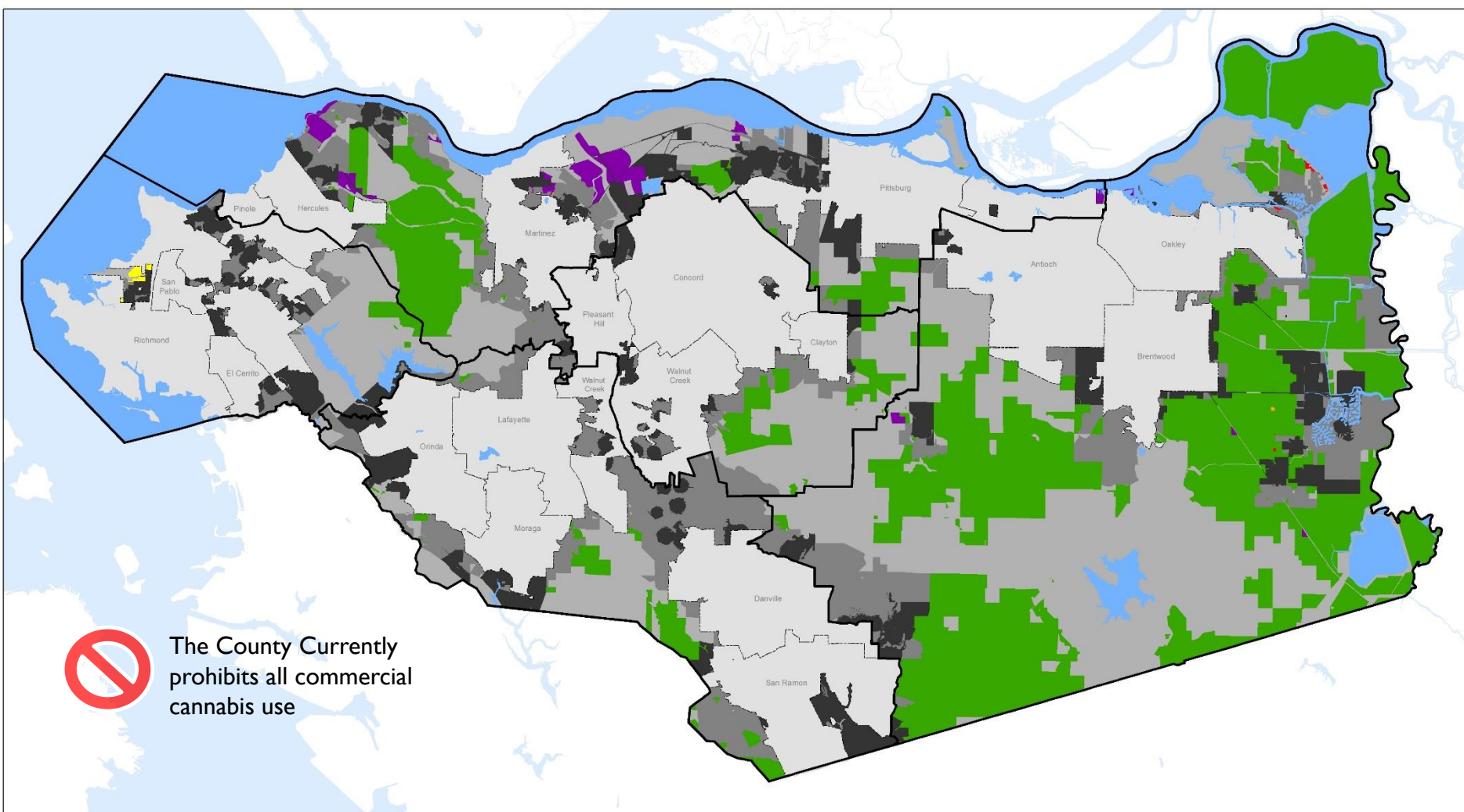
Potential caps on the number of commercial cannabis permits

■ Area with Incompatible Zoning District or General Plan Land Use Designation

 The County Currently prohibits all commercial cannabis use

LEGEND ZONING DISTRICT	CULTIVATION			PROCESSING AND MOVEMENT			SALES	
	Artificial Light	Mixed Light	Natural Light	Distribution Center	Manufacturing	Testing	Retail Delivery Only	Retail Storefront
Agricultural Zoning Districts (A-)	Land Use Permit	Land Use Permit	Land Use Permit		Land Use Permit			
Planned Unit (P-1) with Non Residential GP	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit
Retail-Business (R-B)							Land Use Permit	Land Use Permit
General Commercial (C)				Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit
Controlled Manufacturing (C-M), Light Industrial (L-I), Heavy Industrial (H-I)	Land Use Permit		Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit





■ Parcels within 1,000 feet of a Sensitive Site

■ Parcels within 500 feet of a Residential


Potential not allowed outside Urban Limit Line: Distribution Centers, Testing, Retail Stores/Delivery.

Potential caps on the number of commercial cannabis permits

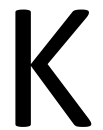
Maximum cultivation area is 22,000 sq. feet indoor / 2 acres outdoor

■ 20 acres

■ Area with Incompatible Zoning District or General Plan Land Use Designation

 The County Currently prohibits all commercial cannabis use

LEGEND ZONING DISTRICT	CULTIVATION			PROCESSING AND MOVEMENT			SALES	
	Artificial Light	Mixed Light	Natural Light	Distribution Center	Manufacturing	Testing	Retail Delivery Only	Retail Storefront
Agricultural Zoning Districts (A-)	Land Use Permit	Land Use Permit	Land Use Permit		Land Use Permit			
Planned Unit (P-1) with Non Residential GP	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit
Retail-Business (R-B)							Land Use Permit	Land Use Permit
General Commercial (C)				Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit
Controlled Manufacturing (C-M), Light Industrial (L-I), Heavy Industrial (H-I)	Land Use Permit		Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit



DISCOVERY BAY AREA



The County Currently prohibits all commercial cannabis use




Potential not allowed outside Urban Limit Line: Distribution Centers, Testing, Retail Stores/Delivery.

Potential caps on the number of commercial cannabis permits

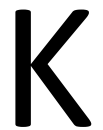
Maximum cultivation area is 22,000 sq. feet indoor / 2 acres outdoor

 20 acres

 Area with Incompatible Zoning District or General Plan Land Use Designation

LEGEND ZONING DISTRICT	CULTIVATION			PROCESSING AND MOVEMENT			SALES	
	Artificial Light	Mixed Light	Natural Light	Distribution Center	Manufacturing	Testing	Retail Delivery Only	Retail Storefront
Agricultural Zoning Districts (A-)	Land Use Permit	Land Use Permit	Land Use Permit		Land Use Permit			
Planned Unit (P-1) with Non Residential GP	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit
Retail-Business (R-B)							Land Use Permit	Land Use Permit
General Commercial (C)				Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit
Controlled Manufacturing (C-M), Light Industrial (L-I), Heavy Industrial (H-I)	Land Use Permit		Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit

Agenda Item G-2






The County Currently prohibits all commercial cannabis use



DISCOVERY BAY AREA


 Parcels within 1,000 feet of a Sensitive Site

Potential not allowed outside Urban Limit Line: Distribution Centers, Testing, Retail Stores/Delivery.

Potential caps on the number of commercial cannabis permits

Maximum cultivation area is 22,000 sq. feet indoor / 2 acres outdoor

 20 acres

 Area with Incompatible Zoning District or General Plan Land Use Designation

LEGEND ZONING DISTRICT	CULTIVATION			PROCESSING AND MOVEMENT			SALES	
	Artificial Light	Mixed Light	Natural Light	Distribution Center	Manufacturing	Testing	Retail Delivery Only	Retail Storefront
Agricultural Zoning Districts (A-)	Land Use Permit	Land Use Permit	Land Use Permit		Land Use Permit			
Planned Unit (P-1) with Non Residential GP	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit
Retail-Business (R-B)							Land Use Permit	Land Use Permit
General Commercial (C)				Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit
Controlled Manufacturing (C-M), Light Industrial (L-I), Heavy Industrial (H-I)	Land Use Permit		Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit

Agenda Item G-2







The County Currently prohibits all commercial cannabis use



DISCOVERY BAY AREA

 Parcels within 1,000 feet of a Sensitive Site


 Parcels within 500 feet of a Residential

Potential not allowed outside Urban Limit Line: Distribution Centers, Testing, Retail Stores/Delivery.

Potential caps on the number of commercial cannabis permits

Maximum cultivation area is 22,000 sq. feet indoor / 2 acres outdoor

 20 acres

 Area with Incompatible Zoning District or General Plan Land Use Designation

LEGEND ZONING DISTRICT	CULTIVATION			PROCESSING AND MOVEMENT			SALES	
	Artificial Light	Mixed Light	Natural Light	Distribution Center	Manufacturing	Testing	Retail Delivery Only	Retail Storefront
Agricultural Zoning Districts (A-)	Land Use Permit	Land Use Permit	Land Use Permit		Land Use Permit			
Planned Unit (P-1) with Non Residential GP	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit
Retail-Business (R-B)							Land Use Permit	Land Use Permit
General Commercial (C)				Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit
Controlled Manufacturing (C-M), Light Industrial (L-I), Heavy Industrial (H-I)	Land Use Permit		Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit	Land Use Permit

Agenda Item G-2



HEALTH AND SAFETY

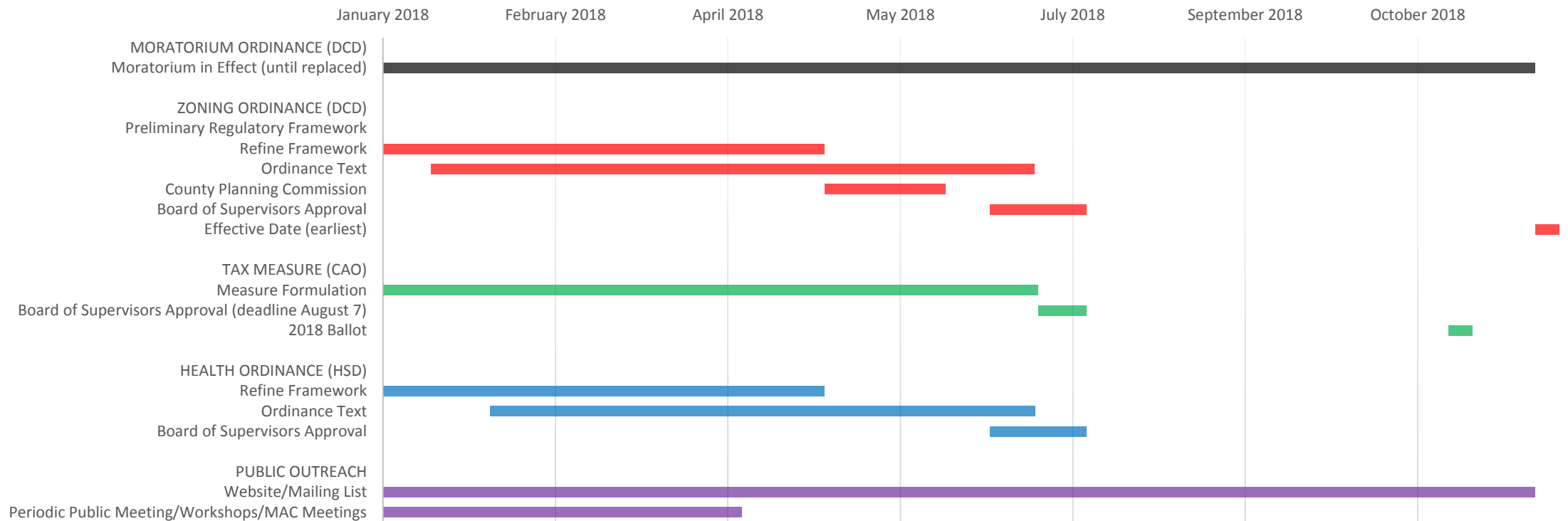
Health and Safety Ordinance

- Being developed concurrent to the land use regulations by Health Services Department
- Provide local authority to establish, inspect, and enforce additional rules and restrictions on the manufacturing and sale of consumer products which contain cannabis
- In particular, identify measures that can be implemented to reduce youth consumption

COSTS AND REVENUE

- County is in the process of considering costs associated with various aspects of Prop 64, including enforcement (both with a Commercial Cannabis Ordinance and without), health and safety impacts, and implementation of a commercial cannabis ordinance
- Potential revenue sources include a County Tax Initiative and State funds available to eligible jurisdictions
- An initial tax analysis indicates there could be between \$1 - \$10 million in tax revenue per year for the county, depending on the number of establishments and tax rate.
- The tax measure could provide funding for a variety of public purposes, including but not limited to enhanced public safety, improved public health, drug treatment and education, and enhanced code enforcement capability.
- An unincorporated County cannabis tax initiative could be considered by voters at the next General Election in November 2018. The tax ballot would be voted on by unincorporated voters only.
- The intent is the commercial cannabis ordinance would only take effect if and when a tax initiative is passed by the voters.

NEXT STEPS



COMMUNITY INPUT NEEDED

- **What is your overall reaction to the framework?**
- **Sensitive Site/Residential Buffers:** What distance should cannabis uses be buffered from sensitive and/or residential sites?
- **Caps:** Should we include caps on the number of permits? If so, how many? What uses should caps be applied to?
- **Outdoor Personal Grow:** Should it be allowed by right? Number of plants? Other requirements?

HOW TO COMMENT

To Provide input on the Framework

- www.cccounty.us/cannabis
- Fill out a survey
- Advisory Committee recommendation to the Board of Supervisors

Other questions

- www.cccounty.us/cannabis
- Email: Ruben.Hernandez@dcd.cccounty.us



Live Chat



CCTV



Online Payments



Jobs

Cannabis Regulation Survey

Sign in to Save Progress

1a. What is your overall reaction to the County's Preliminary Cannabis Framework

- Disagree Completely
- Somewhat Disagree
- Neutral
- Somewhat Agree
- Fully Agree

1b. Comments about your reaction answer

2a. If permitted, which buffer distance from sensitive uses such as school and parks to you think is appropriate for commercial cannabis uses?

- No Buffer
- 500 ft
- 1,000 ft
- Other

1b. If other, what is that distance

3a. If permitted, should a buffer be required between residential uses and commercial cannabis uses such as retailing, distributing or testing?

- Yes
- No

3b. If yes, what distance

- 500 ft
- 1,000 ft
- Other

If other, what is that distance?

4. If permitted, should the County place a cap on the number of commercial cannabis uses such as retailers, manufacturers, cultivators, etc?

- Yes
- No

5a. Should outdoor cultivation for personal use be allowed?

(6 plant maximum per State law)

- Yes
- No

5b. Comments about Outdoor Cultivation for Personal Use

6. Additional Comments



Town of Discovery Bay

“A Community Services District”

STAFF REPORT

Meeting Date

March 7, 2018

Prepared By: Justin Shobe, Luhdorff & Scalmanini Consulting Engineers
Submitted By: Michael R. Davies, General Manager

MRD

Agenda Title

Discussion and possible action regarding the approval of Notice of Completion for the Water Meter Installation Project.

Recommended Action

Consider approval of the Notice of Completion and authorize the General Manager to release all retention for this project to JW Backhoe & Construction, Inc.

Executive Summary

The Water Meter Installation project is now complete. A presentation will be provided by Luhdorff & Scalmanini Consulting Engineers (LSCE) to provide an overview of the work completed in the water meter installation project.

All work required under the contract has been completed by JW Backhoe & Construction, Inc. LSCE and Staff have reviewed and approved all invoices under this contract. LSCE has provided a letter to the Town accepting the work completed by JW Backhoe & Construction, Inc. and LSCE has prepared a Notice of Completion for the project.

The retention for the work completed by JW Backhoe & Construction, Inc. is **\$117,209.87**.

Staff recommends releasing 100% of this retention.

Fiscal Impact:

Amount Requested none
Sufficient Budgeted Funds Available?: Yes
Prog/Fund # Project #115 Category:

Previous Relevant Board Actions for This Item

Attachments:

Notice of Completion

AGENDA ITEM: G-3

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

TOWN OF DISCOVERY BAY COMMUNITY
SERVICES DISTRICT
1800 Willow Lake Road
Discovery Bay, CA 94505-9376

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the Owner who contracted for the work of improvement hereinafter described.

2. The full name of the undersigned is:

TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT, a Political Subdivision of
the State of California.

3. The full address of the undersigned is:

1800 Willow Lake Road
Discovery Bay, CA 94505-9376

4. The nature of the title of the undersigned is that of a fee holder.

5. A work of improvement on the property hereinafter described was completed on
12/15/2017.

6. The name of the contractor for such work of improvement is JW Backhoe & Construction,
Inc.

7. The property on which said work of improvement was completed is in the unincorporated
portion of the County of Contra Costa, State of California, and is described as follows:

Town of Discovery Bay Community Services District
Water service connections for 3,498 customers
Discovery Bay, CA 94505

8. The work of improvement consists generally of:

A. Water Meter Installation Project.

MICHAEL R. DAVIES, GENERAL MANAGER
FOR TOWN OF DISCOVERY BAY COMMUNITY SERVICES
DISTRICT



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

March 07, 2018

Prepared By: Michael R. Davies, General Manager
Submitted By: Michael R. Davies, General Manager

MRD

Agenda Title

Discussion and Possible Action Regarding Draft Amendment of Administrative Policy 008 – Reimbursement of Expense/Travel.

Recommended Action

Approve the Draft Amendment of Administrative Policy 008 – Reimbursement of Expense/Travel.

Executive Summary

The proposed changes in the Draft Amendment of Administrative Policy 008 – Reimbursement of Expense/Travel, primarily focus on formatting, language clarity, and specificity updates to the current policy. The major change proposed in the draft policy concerns language that will bring the Town's travel, lodging and per diem reimbursement procedures in line with IRS permitted criteria.

Draft changes to the policy are highlighted in yellow.

Previous Relevant Board Actions for This Item

January 8, 2014 Resolution 2014-02

Attachments

Draft Administrative Policy 008- Reimbursement of Expense/Travel



Town of Discovery Bay

Program Area: Administrative	Policy Name: Reimbursement of Expense/Travel	Policy Number: 008
Date Established: December 6, 2009	Date Amended: March 7, 2018	Resolution:

**POLICY FOR REIMBURSEMENT OF EXPENSES
AND TRAVEL OF OFFICIALS AND EMPLOYEES
AND
FOR BOARD MEMBER COMPENSATION**

I. GENERAL

The Board of Directors of The Town of Discovery Bay Community Services District (TODB) believes that it is important that elected and appointed officials and members of boards, commissions and committees and employees remain informed and trained in issues affecting the affairs of the TODB and that attendance at institutes, hearings, meetings, conferences or other gatherings is of value to the TODB and its citizens. The benefits include:

- a. The opportunity to discuss the community's concerns with county, state and federal officials;
- b. Participation in regional, state and national organizations whose activities affect the TODB;
- c. Attending educational seminars improve officials' skill and information levels; and
- d. Promoting public service and morale by recognizing such service.

In order to promote these endeavors, to protect public resources and foster public trust in the use of those resources, as well as comply with state law requirements regarding reimbursement of expenses, the Board hereby sets forth the travel and expense reimbursement policies for the TODB.

Elected and appointed officials, members of boards, commissions and committees, and employees are referred to collectively as "officials" and individually as an "official" in this Policy, except where specifically noted.

All anticipated conferences, conventions and professional meetings shall be budgeted for in the budget. As the trip is being paid for with public funds, it shall be the responsibility of the official undertaking the trip to make every effort to attend the entire conference and as many sessions as possible.

II. EXPENSE REIMBURSEMENT

A. AUTHORIZED EXPENSES

TODB funds, equipment, supplies (including letterhead), titles, and staff time must only be used for authorized TODB business. Expenses incurred in connection with the following types of activities generally constitute authorized expenses, as long as the other requirements of this Policy are met:

1. Communicating with representatives of county, regional, state and national government on TODB adopted policy positions;
2. Attending educational seminars designed to improve officials' skill and information levels;
3. Participating in regional, state and national organizations whose activities affect the TODB's interests;
4. Implementing TODB-approved strategy for attracting or retaining businesses to the TODB, which will typically involve at least one staff member;
5. Meetings such as those listed above for which a meeting stipend is expressly authorized under this policy.
6. Meetings of District representatives or committees in accordance with an adopted District Representative listing;
7. Unanticipated out of pocket expenses directly necessary to carrying out the business of TODB and alternative methods of payment are not reasonably available under the circumstances;
8. Recognizing service to the TODB (for example, thanking a longtime employee with a retirement gift or celebration of nominal value and cost);
9. Attending TODB community functions; and
10. Promoting, marketing or celebrating TODB milestones, accomplishments, events and activities.

All other expenditures require prior approval by the Board.

Expenses for international and out-of-state travel, other than the Tahoe-Reno basin, require prior Board approval.

B. EXPENSES NOT ELIGIBLE FOR REIMBURSEMENT

Examples of personal expenses that TODB will not reimburse include, but are not limited to:

1. The personal portion of any trip;
2. Political or charitable contributions or events;

3. Family expenses, including partner's expenses, when accompanying official on agency-related business¹, as well as children- or pet-related expenses;
4. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other cultural events, unless it is a networking activity of the conference or seminar and directly organized by the sponsor;
5. Alcohol or personal bar expenses;
6. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline; and
7. Personal losses incurred while on TODB business. Any questions regarding the propriety of a particular type of expense should be resolved by the approving authority before the expense is incurred.

C. TRANSPORTATION

Reimbursement for travel expenses will be based on the method of transportation that is in the best interest of TODB, considering the traveler's time, the nature of the business to be conducted, the training involved, the typical method of getting to the location, and the overall cost(s) involved. When practical, the least expensive method of travel is preferred. When travelling in a privately-owned vehicle to attend conferences or meetings that are of such distance that it is more economical to take commercial air transportation, the commercial airfare rate will be reimbursable and not automobile mileage. Government and group rates, when less expensive, must be used when available.

1. **Airfare.** Airfares that are reasonable and economical shall be eligible for purposes of reimbursement.
2. **Automobile.** Automobile mileage is reimbursed at Internal Revenue Service ("IRS") rates in effect at the time of travel. These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating their personal vehicle. This amount does not include bridge and road tolls, which are also reimbursable.
 - a. Employees who receive a monthly automobile allowance shall be eligible for the above reimbursement should one or both of the two below listed criteria apply:
 - I. The employee is authorized by the General Manager to stay overnight at the destination.
 - II. The employee drives a minimum distance of twenty-five miles (25) from place of employment or residence, whichever is less, to a single

¹If trip arrangements are made, as a convenience, for spouse or family members, reimbursement to the TODB for any advanced expenses should be received by the TODB prior to the trip.

destination. The employee is reimbursed for the mileage of the entire trip.

- b. Method of calculating distance traveled requires mileage noted for each point-to-point trip segment. To calculate these distances please use Yahoo! Maps, MapQuest, or Google Maps.
- c. An official seeking reimbursement shall fill out the required "Expense Report" form for payment and have it signed by the General Manager or his/her designee before submittal for reimbursement.

3. **Car Rental.** With prior approval of the General Manager, rental rates that are reasonable and economical shall be eligible for purposes of reimbursement.

4. **Taxis or Shuttles.** Fares for taxis, shuttles or similar transportation may be reimbursed, including a 15 percent gratuity per fare, when the cost of such fares is equal to or less than the cost of car rentals, gasoline and parking combined, or when such transportation is necessary for time-efficiency.

D. LODGING

Lodging expenses, including all applicable taxes and fees, will be reimbursed or paid for when travel on official TODB business reasonably requires an overnight stay. If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. If less expensive and available, travelers must request government rates. If the group rate is not available, reimbursement at the IRS rate in effect at the time of travel for that location shall apply (IRS Publication 463). If the group rate and IRS rate are not available for suitable lodging within 5 (five) miles of the meeting location, reasonable lodging expenses that exceed the group and IRS rates may be preapproved by the General Manager. In no event shall reimbursement exceed 300 percent of the maximum lodging allowance. Receipts are required for lodging expenses.

E. MEALS

A local expense reimbursement policy identifying a "per diem" of reasonable rates for meals is not adopted. Per Diem for official TODB travel shall be set at the IRS M&IE first/last day and full day of travel allowance rate in effect at the time of travel for that location. Meal receipts are not required for reimbursement at the IRS M&IE rates.

If your trip provides for a meal already paid for (such as through registration costs, conference fees, etc.), that meal must be deducted at the applicable IRS meal rate from your M&IE per diem allowance. Continental breakfast items, hors d'oeuvres, snacks, etc. are not considered meals.

Meals directly related to TODB business including, but not limited to, workshops/meetings conducted during meal times; participation at state, county, regional and local events; attendance at community functions; workgroup meetings; employee service appreciation/recognition; milestone celebrations and special occasions are reimbursable at the actual amount expended and supported by receipt. Documentation of the nature and circumstances of the meal is required within thirty (30) calendar days of occurrence.

F. MISCELLANEOUS EXPENSES

Officials will be reimbursed for actual telephone, fax, document printing, parking, tolls and other reasonable expenses directly related to TODB business. Telephone bills should identify which calls were made on TODB business.

G. CASH ADVANCE POLICY

From time to time, it may be necessary for an official to request a cash advance to cover anticipated expenses while traveling or doing business on the TODB's behalf. Such request for an advance should be submitted to the General Manager ten (10) working days prior to the need for the advance with the following information:

1. The purpose of the expenditure(s);
2. The benefits of such expenditure to TODB;
3. The anticipated amount of the expenditure(s) (for example, hotel rates, meal costs, and transportation expenses); and
4. The dates of the expenditure(s).

Any unused advance must be returned to the TODB within five (5) working days of the official's return, along with a report and receipts documenting how the advance was used. In the event the General Manager is uncertain as to whether a request complies with this Policy, such individual must seek resolution from the Board.

H. CREDIT CARD USE POLICY

TODB has an agency credit card for TODB business related expenses such as airline tickets, hotel reservations, conference/training registration, meals, supplies, fuel and other similar expenses. With approval of the General Manager, an employee may be issued an agency credit card for the purpose of conducting TODB business. Receipts with appropriate documentation for each charge expense must be submitted within ten (10) working days of use. Except as allowed under Section B(3), TODB credit cards may not be used for personal expenses, even if the official subsequently reimburses the TODB.

I. EXPENSE REPORT CONTENT AND SUBMISSION DEADLINES

Cash advance, petty cash and credit card expenses must be supported by receipt(s) and signed written documentation that verify each expenditure complies with this policy. Such documentation shall be by memo or other written form acceptable to the General Manager.

All travel expense reimbursement requests must be submitted on an Expense Report form provided by TODB. This form shall include the following advisory:

"All expenses reported on this form must comply with the TODB's policies relating to expenses and use of public resources. The information submitted on this form is a public record. Penalties for misusing public

resources and violating the TODB's policies include loss of reimbursement privileges, restitution, civil and criminal penalties as well as additional income tax liability."

Expense reports must document that the expense in question met the requirements of this Policy. Officials must submit their expense reports within thirty (30) calendar days of an expense being incurred, accompanied by receipts documenting each expense. Restaurant receipts are not required if being reimbursed for full day or first day/last day per diem at the IRS M&IE rate. Inability to provide timely documentation may result in the expense being borne by the official.

In the event the official does not attend the trip and non-refundable expenses have been incurred for registration, lodging and/or travel, the non-attending official shall submit a written explanation of the reasons for non-attendance to the General Manager. The General Manager shall determine if the public funds advanced must be reimbursed to the TODB. Any decision of the General Manager may be appealed to the Board.

All expenses are subject to verification that they comply with this Policy.

J. REPORTS TO BOARD

At the next regular TODB Board meeting, each elected or appointed official, or member of a board, commission or committee (but not employees) shall submit a written report on the meeting or training attended at TODB expense. If multiple officials attended, a joint report may be made. Submission of the written report is a prerequisite to reimbursement of expenses.

K. COMPENSATION FOR ATTENDANCE AT MEETINGS

Each member of the Board of Directors shall receive compensation as stipulated in the Board Bylaws, and as may be amended, for attendance (in addition to any reimbursement for expenses) at the following meetings, provided that total compensation complies with the Board Bylaws, as noted in Article 2, Section 2, COMPENSATION.

1. A regular, special, emergency, adjourned regular, or adjourned special meeting of the Board of Directors TODB, or of a regular, special, emergency, adjourned regular, or adjourned special meeting of a committee of the Board of Directors which constitutes a legislative body in accordance with the Ralph M. Brown Act, commencing with California Government Code Section 54900, which is duly called in accordance with the Ralph M. Brown Act, commencing with California Government Code Section 54950.
2. Representation of TODB at a public event, provided that the Board of Directors has previously approved the member's representation at a Board of Directors meeting, either specifically, or by adoption of a list of representatives authorizing attendance of representatives at meetings and representation of TODB.
3. Representation of TODB at a public meeting or a public hearing conducted by another public agency, provided that the Board of Directors has previously approved the member's representation at a Board of Director's meeting, either specifically, or by adoption of a list of representatives authorizing attendance of representatives at meetings and representation of TODB.

4. Representatives of TODB at a meeting of a public benefit nonprofit corporation on whose board TODB has membership, provided that the Board of Directors has previously approved the member's representation at a Board of Directors meeting, either specifically, or by adoption of a list of representatives authorizing attendance of representatives at meetings and representation of TODB.
5. Participation in a training program on a topic that is directly related to TODB, provided that the Board of Directors has specifically previously approved the member's participation at a Board of Directors meeting.

Compensation for meeting attendance shall be submitted on a TODB Expense Report, signed by the Board Member and the General Manager.

For items 2, 3, 4 and 5, a prerequisite to payment for attendance is that the member attending delivers a written report on the member's representation or participation at the next Board of Directors meeting following the representation or participation.

III. COMPLIANCE WITH LAWS; VIOLATION

TODB officials should keep in mind that some expenditures may be subject to reporting under the Political Reform Act and other laws. All agency expenditures are public records subject to disclosure under the Public Records Act and other applicable laws. Use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following: 1) loss of reimbursement privileges, 2) a demand for restitution to the TODB, 3) the agency's reporting the expenses as income to the elected official to state and federal tax authorities, 4) civil penalties of up to \$1,000 per day and three times the value of the resources used, and 5) prosecution for misuse of public resources.



**California Special
Districts Association**
Districts Stronger Together

DATE: February 16, 2018
TO: CSDA Voting Member Presidents and General Managers
FROM: CSDA Elections and Bylaws Committee
SUBJECT: CSDA BOARD OF DIRECTORS CALL FOR NOMINATIONS
SEAT A

The Elections and Bylaws Committee is looking for Independent Special District Board Members or their General Managers who are interested in leading the direction of the California Special Districts Association for the 2019 - 2021 term.

The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA Regular member in good standing and located within the geographic network that they seek to represent. (See attached CSDA Network Map)

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, education and resources. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration. Serving on the Board requires one's interest in the issues confronting special districts statewide.

Commitment and Expectations:

- Attend all Board meetings, usually 4-5 meetings annually, at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.
(CSDA reimburses Directors for their related expenses for Board and committee meetings as outlined in Board policy).
- Attend, at minimum, the following CSDA annual events: Special Districts Legislative Days - held in the spring, and the CSDA Annual Conference - held in the fall.
- Complete all four modules of CSDA's Special District Leadership Academy within 2 years of being elected.
(CSDA does not reimburse for expenses for the two conferences or the Academy classes even if a Board or committee meeting is held in conjunction with the events).

(over)

Nomination Procedures: Any Regular Member in good standing is eligible to nominate one person, a board member or managerial employee (as defined by that district's Board of Directors), for election to the CSDA Board of Directors.

- **A copy of the member district's resolution or minute action and Candidate Information Sheet must accompany the nomination.**
- **Deadline for receiving nominations is April 18, 2018. Nominations and supporting documentation may be mailed or emailed to Beth Hummel.**
No faxes please.

Mail: CSDA Attention: Beth Hummel
1112 I Street, Suite 200, Sacramento, CA 95814

E-mail: bethh@csda.net

Once received, nominees will receive a candidate's letter in the mail. The letter will serve as confirmation that CSDA has received the nomination and will also include campaign guidelines.

Expiring Terms

(See enclosed map for Network breakdown)

Northern Network Seat A-Ralph Emerson, GM, Garberville Sanitary District*
Sierra Network Seat A-Noelle Mattock, Director, El Dorado Hills CSD*
Bay Area Network Seat A-Robert Silano, Director, Menlo Park Fire Protection District*
Central Network Seat A-Joel Bauer, GM, West Side Cemetery District*
Coastal Network Seat A-Elaine Magner, Director, Pleasant Valley Recreation & Park District*
Southern Network Seat A-Jo MacKenzie, Director, Vista Irrigation District*
(* = Incumbent is running for re-election)

If you have any questions, please contact Beth Hummel at 877-924-CSDA or bethh@csda.net.

NEW THIS YEAR!

This year we will be using a web-based online voting system, allowing your district to cast your vote easily and securely. *Electronic Ballots will be emailed to the main contact in your district June 18, 2018. All votes must be received through the system no later than 5:00 p.m. August 10, 2018.*

Districts can opt to cast a paper ballot instead; but you must contact Beth by e-mail Bethh@csda.net, by April 18, 2018 in order to ensure that you will receive a paper ballot on time.

CSDA will mail paper ballots on June 17 per district request only. ALL ballots must be received by CSDA no later than 5:00 p.m. August 10, 2018.

The successful candidates will be notified no later than August 14, 2018. All selected Board Members will be introduced at the Annual Conference in Indian Wells, CA in September 2018.



**California Special
Districts Association**
Districts Stronger Together

2018 BOARD OF DIRECTORS NOMINATION FORM

Name of Candidate: _____

District: _____

Mailing Address: _____

Network: _____ (see map on back)

Telephone: _____

(PLEASE BE SURE THE PHONE NUMBER IS ONE WHERE WE CAN REACH THE CANDIDATE)

Fax: _____

E-mail: _____

Nominated by (optional): _____

Return this form and a Board resolution/minute action supporting the candidate and Candidate Information Sheet by mail, or email to:

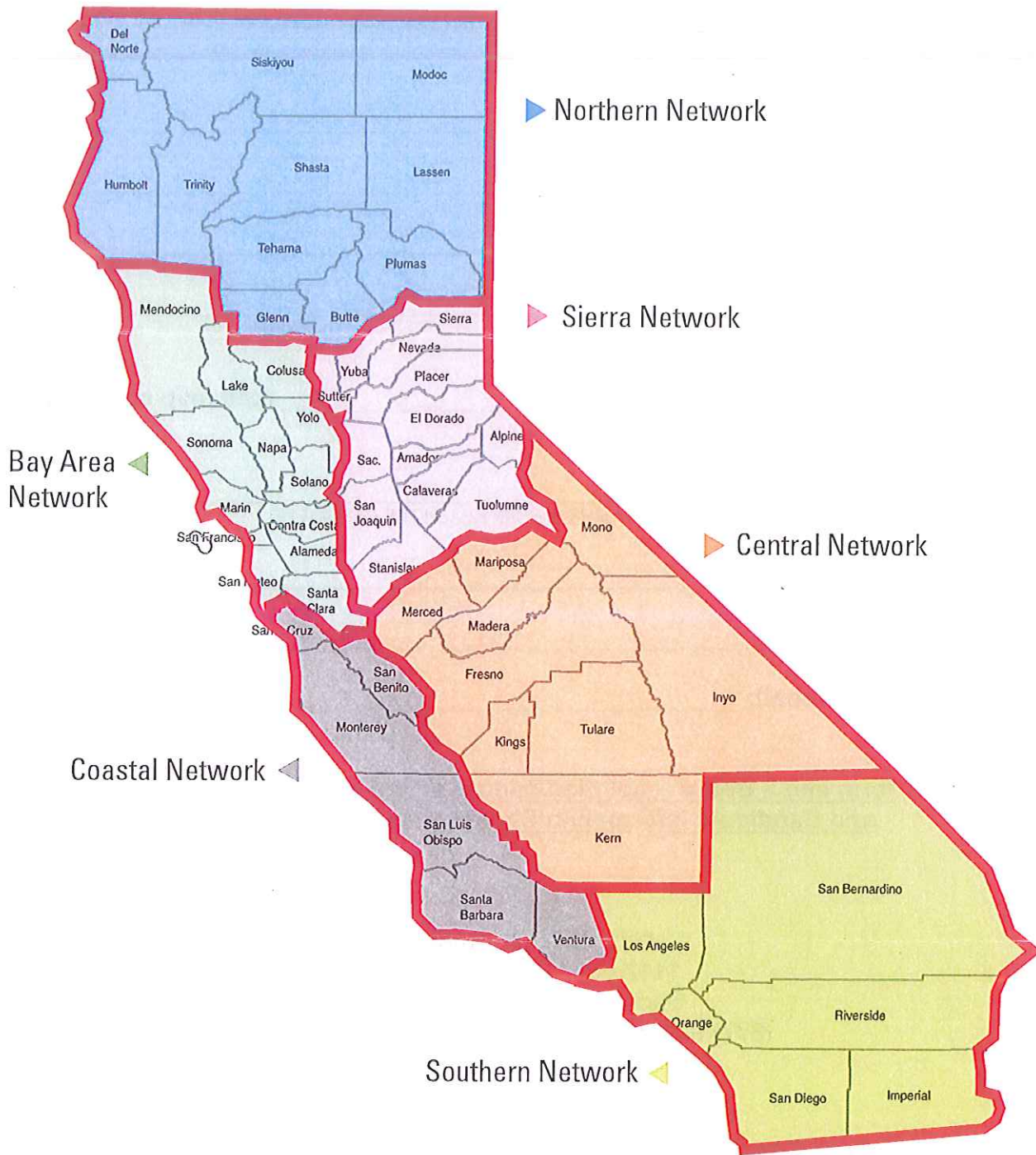
CSDA
Attn: Beth Hummel
1112 I Street, Suite 200
Sacramento, CA 95814
(877) 924-2732 (916) 442-7889 fax

bethh@cda.net

DEADLINE FOR RECEIVING NOMINATIONS – April 18, 2018



California Special Districts Association
DISTRICT NETWORKS





2018 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: _____

District/Company: _____

Title: _____

Elected/Appointed/Staff: _____

Length of Service with District: _____

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

4. List civic organization involvement:

****Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office after May 31, 2018 will not be included with the ballot.**

February 20, 2018

Mr. Michael Davies
General Manager
Town of Discovery Bay Community Services District
1800 Willow Lake Road
Discovery Bay, CA 94505-9376

RE: Workers' Compensation Longevity Distribution

Dear Mr. Davies,

On February 8, 2018, the SDRMA Board of Directors approved a longevity distribution for the ninth year in a row. The Longevity Distribution Policy was adopted by the Board to recognize and reward members for their loyalty and commitment to SDRMA programs. The policy is consistent with the goals and objectives of the Board's strategic business plan and helps ensure pool stability by rewarding members for remaining in our Property/Liability and Workers' Compensation Programs.

This year, the Board approved a longevity distribution in the amount of \$593,175 for Workers' Compensation members. Over 88% of members will receive the distribution credit.

Congratulations! Since you have participated in our Workers' Compensation Program for 13 years as of June 30, 2017, your agency will receive a longevity distribution credit on your 2018-19 renewal contribution invoice in the amount of \$1,392. We encourage you to share this valuable news with your governing body!

There is no action required by your agency. Every member that has completed the initial three full program year commitment for the Workers' Compensation Program is eligible to receive a longevity distribution credit when they renew coverage. The longevity distribution may be declared by the Board of Directors each year only after all Board policy reserve requirements have been met. The amount available for the longevity distribution is the amount of investment earnings on reserves above the Board-approved confidence level for each program as of June 30. The distribution is weighted based on the member's length of time in that program and the amount of the member's annual contributions compared to the total contributions of all pool members.

REMINDER – SDRMA's Safety/Claims Education Day/Annual Membership Meeting is Tuesday, March 20 at the Hilton Sacramento Arden West Hotel and is FREE to SDRMA members, including breakfast, lunch and refreshments. For more information, please visit our website at www.sdrma.org and click on "Calendar" and then "Education Day Registration".

Thank you for your participation and helping make SDRMA a premier risk management provider! If you have any questions, please contact the SDRMA Finance Department at 800.537.7790 or 916.231.4141.

Sincerely,
Special District Risk Management Authority


Jean Bracy, President
Board of Directors