



TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT
AGENDA PACKET

For the Meeting of Wednesday
December 18, 2013

7:00 P.M. Regular Meeting

District Office
1800 Willow Lake Road



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

President – Mark Simon • Vice-President – Kevin Graves • Director – Bill Pease • Director – Chris Steele • Director – Marianne Wiesen

**NOTICE OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY
Wednesday December 18, 2013
REGULAR MEETING 7:00 P.M.
1800 Willow Lake Road, 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 that item is before the Board for consideration. Any person wishing to speak must come up and speak from the podium. There will be no dialog between the Board and the commenter. Any clarifying questions from the Board must go through the Chair.

C. PRESENTATIONS

D. PRESIDENT REPORT AND DIRECTORS' COMMENTS

E. 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. DRAFT minutes of previous regular meeting dated December 4, 2013
2. Approve Register of District Invoices

F. NEW BUSINESS AND ACTION ITEMS

1. Lift Station "F" Rehabilitation Pump Purchase
2. Purchase Video Surveillance System for the Discovery Bay Wastewater Treatment Plants 1 & 2 and Willow Lake Water Treatment Plant
3. National Pollutant Discharge Elimination System (NPDES) 2013 Permit Flow Increase
4. Annual Review of Board Policy Manual

G. VEOLIA REPORT

1. Veolia Report for the Month of October 2013
2. Veolia Report for the Month of November 2013

H. MANAGER'S REPORTS

I. GENERAL MANAGER'S REPORT – Discussion and Possible Action

J DISTRICT LEGAL COUNSEL REPORT

K. COMMITTEE UPDATES – Discussion and Possible Action

1. Community Center Status Report (No written report)

L. CORRESPONDENCE – Discussion and Possible Action

1. R – East Contra Costa County Fire Protection District meeting minutes dated November 4, 2013
2. R – DRAFT Byron Municipal Advisory Council meeting minutes dated October 17, 2013

M. PUBLIC RECORD REQUESTS RECEIVED

1. Residence on Wayfarer Court – Dated December 3, 2013

N. FUTURE AGENDA ITEMS

O. ADJOURNMENT

1. Adjourn to the next Regular meeting dated January 8, 2014 starting at 7:00 p.m. on 1800 Willow Lake Road-Located behind the Delta Community Presbyterian Church.

"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 twenty-four hours prior to the time of the meeting."

"Materials related to an item on the Agenda submitted to the Town of Discovery Bay CSD 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."



No Back Up
Documentation
For Agenda Item # C



No Back Up
Documentation
For Agenda Item # D



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

President – Mark Simon • Vice-President – Kevin Graves • Director – Bill Pease • Director – Chris Steele • Director – Marianne Wiesen

MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY
Wednesday December 4, 2013
REGULAR MEETING 7:00 P.M.
1800 Willow Lake Road, Discovery Bay, California
Website address: www.todb.ca.gov

REGULAR MEETING 7:00 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

Call business meeting to order – 7:00 p.m. by President Simon
Pledge of Allegiance – Led by President Simon
Roll Call – All Present with the exception of Director Pease
Director Pease – Arrived at 7:10 p.m.

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

None

C. PRESENTATIONS

General Manager Howard – Provided the CSDA's Special District Leadership Academy Conference Certificate to each Board Member.

1. Power Point Presentation - Parks, Landscape, Community Center Activities and Progress Report

Parks and Landscape Manager Perez – Provided the details of item C-1. There was discussion between the Parks and Landscape Manager and the Board.

D. AREA AGENCIES REPORTS / PRESENTATION

1 Sheriff's Office Report

Deputy Scheftner – Provided the law enforcement details for the month of December. There was discussion between the Board and Deputy Scheftner.

Tony Fontenot – Provided details regarding the Toy Drive

2. CHP Report – No Report

3. Fire District Report – No Report

4. East Contra Costa Fire Protection District Report

Fire Chief Henderson – Provided the Fire District Report for the month of December. There was discussion between the General Manager and Fire Chief Henderson. There was one Public Comment Speaker.

5. Supervisor Mary Piepho, District III Report

Lea Castleberry - Provided an update on several projects surrounding Discovery Bay.

E. COMMITTEE/LIAISON REPORTS

1. Trans-Plan Report – No Report

2. County Planning Commission Report – No Report

3. Code Enforcement Report – No Report

4. Special Districts Report - No Report**

**These meetings are held Quarterly

F. 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. DRAFT minutes of previous special meeting dated November 6, 2013
2. DRAFT minutes of previous regular meeting dated November 6, 2013
3. Approve Register of District Invoices
4. Approve and Adopt Resolution 2013-23 Affirming compliance with the California Public Records Act by the Town of Discovery Bay
5. Approve and Accept the Contract work performed by GSE Construction, Inc., for the construction and completion of the Installation of Belt Press No.3 Project and direct Staff to record "Notice of Completion" with the Contra Costa County Recorder's Office

Motion by: Director Pease to approve the Consent Calendar

Second by: Director Wiesen

Vote: Motion Carried – AYES: 5, NOES: 0

G. NEW BUSINESS AND ACTION ITEMS

1. **Approve and Adopt Resolution 2013-22 continuing Employee Medical and Ancillary Health Benefit Coverage**

Motion by: Vice-President Graves to Adopt Resolution 2013-22 continuing Employee Medical and Ancillary Health Benefit Coverage for those positions authorized pursuant to the adopted Position Schedule

Second by: Director Steele

Vote: Motion Carried – AYES: 5, NOES: 0

2. **Fiscal Year 2012-13 Year End Budget Review and Distribution of FINAL FY 2013-15 Annual Operating and Five Year CIP Budget (Due to the size of the Budget Document it will be distributed at the meeting and uploaded to the Town's Website)**

General Manager Howard – Provided details of item G-2. There was discussion between the General Manager and the Board.

3. **Well 7 Electrical Backbone Installation and Service**

General Manager Howard – Provided details of item G-3. There was discussion between the General Manager, the Water and Wastewater Manager, and the Board.

Motion by: Vice-President Graves to authorize PG&E to provide necessary backbone electrical installation associated with Well 7 in the amount of \$51,513.00 and authorize the General Manager to execute all necessary contractual documents

Second by: Director Pease

Vote: Motion Carried – AYES: 5, NOES: 0

4. **Replacement of Oxidation Aerator Assemble**

General Manager Howard – Provided details of item G-4.

Motion by: Director Pease to authorize the replacement of Oxidation Aerator Assembly unit for Wastewater Treatment Plant 2 from Lakeside Equipment Corporation in the amount of \$47,489.28 and authorize the General Manager to execute all purchase documents

Second by: Vice-President Graves

Vote: Motion Carried – AYES: 5, NOES: 0

H. PRESIDENT REPORT AND DIRECTORS' COMMENTS

The Board commented on the CSDA Special District Conference.

Director Steele – Provided a report and the details of the Byron Union School District meeting dated November 21, 2013.

Vice-President Graves – Provided the details and report of the East Contra Costa County Fire Protection District meeting dated December 2, 2013.

I. MANAGER'S REPORT

None

J. GENERAL MANAGER'S REPORT

1. **Annual Workshop - Identify Date - Saturday, February 1, 2013 - 9:00 a.m. to 12:00 p.m.**

General Manger Howard – Provided details of item J-1. There was discussion between the General Manager and the Board.

K. DISTRICT LEGAL COUNSEL REPORT

None

L. COMMITTEE UPDATES – Discussion and Possible Action

1. Community Center Status Report (No written report)

M. CORRESPONDENCE – Discussion and Possible Action

1. R – East Contra Costa County meeting minutes dated October 7, 2013
2. R – Letter from Contra Costa County Supervisor Piepho regarding the Byron Union School District School Resource Officer Position for the 2013-2014 School Year
3. R – Contra Costa County Aviation Advisory Committee meeting minutes October 10, 2013

N. PUBLIC RECORD REQUESTS RECEIVED

1. Press Inquiry Regarding Elected Official Benefits received via email November 8, 2013

O. FUTURE AGENDA ITEMS

P. ADJOURNMENT

The meeting adjourned at 7:53 p.m. to the next regular meeting dated December 18, 2013 starting at 7:00 p.m. on 1800 Willow Lake Road.

//cmc – 12.09.13

<http://www.todb.ca.gov/content/agenda-and-minutes/>

DRAFT



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

December 18, 2013

Prepared By: Dina Breitstein, Finance Manager & Lesley Marable, Sr. Accounts Clerk
Submitted By: Rick Howard, General Manager

RH

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 \$ 127,888.50

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 2013/2014
Request For Authorization to Pay Invoices for the Discovery Bay Lighting & Landscape District # 8 2013/2014
Request For Authorization to Pay Invoices for the Discovery Bay Lighting & Landscape District # 9 2013/2014

AGENDA ITEM: E-2

Request for authorization to pay invoices (RFA)
For the Meeting on December 18, 2013
Town of Discovery Bay CSD
For Fiscal Year's 7/13 - 6/14

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
Administration				
Big Dog Computer	BDC32987	GoTo Assist Dec 2013	11/29/13	\$85.00
Boardwalk Grill	1	Vendor Appreciation	12/06/13	\$721.05
Brentwood Ace Hardware	808/113013	Bench Install (Z61)	11/30/13	\$11.69
Brut Force Janitorial	Dec-13	Janitorial Services	12/01/13	\$200.00
Brut Force Janitorial	Dec-13	Janitorial Services (Z57,Z61)	12/01/13	\$50.00
Caselle, Inc.	53992	Contract Support Jan 2014	12/01/13	\$760.00
County Of Contra Costa, Dept of Info Tec	8509	Data Processing Oct 2013	11/20/13	\$44.00
Danielle Kowalski	3610 OTTER BROOK LP	Closed Account, Refund Overpayment	11/18/13	\$50.34
Denalect Alarm Company	R1127	Quarterly Alarm Charge	12/02/13	\$96.00
Hydropoint Data Systems, Inc.	HR108699/1028990	WeatherTrak (Z61)	11/05/13	\$450.00
MailFinance	N4332474	Postage Lease 09/18/13-12/17/13	11/15/13	\$241.03
Odyssey Landscape Co, Inc.	36039333	Monthly Maintenance (Z35,Z57,Z61)	11/20/13	\$7,397.47
Office Depot	683502686001	Office Supplies	11/15/13	\$43.17
Office Depot	683918061001	Office Supplies	11/25/13	\$237.21
Office Depot	683918201001	Office Supplies	11/26/13	\$54.24
Office Team	39258710	Admin Asst Week Ending 11/22/13 (Z35,Z57,Z61)	11/27/13	\$138.24
Physio-Control, Inc.	414025001	Annual AED Maintenance	11/22/13	\$279.96
ReliaStar Life Insurance Company	#JR52 457(B) 121513	457(b) 12/01/13-12/15/13	12/15/13	\$905.18
Ricoh USA, Inc	5028423510	Photocopier Nov 2013	11/20/13	\$170.59
SDRMA	13800	Medical Benefits Jan 2014	12/06/13	\$3,048.78
Shred-It	9402883191	Shredding Service Nov 2013	11/27/13	\$59.65
Sue Heintl	Nov-13	Expense Report Nov 2013	11/25/13	\$10.25
U.S. Bank Corporate Payment System	4246044555703473/131	Travel & Meetings BOD	11/25/13	\$2,174.06
U.S. Bank Corporate Payment System	4246044555703473/131	Travel & Meetings	11/25/13	\$1,198.54
U.S. Bank Corporate Payment System	4246044555703473/131	TODD Sponsored Events	11/25/13	\$146.14
U.S. Bank Corporate Payment System	4246044555703473/131	Employee Team Building	11/25/13	\$850.00
U.S. Bank Corporate Payment System	4246044555703473/131	Telephone General	11/25/13	\$1,635.44
U.S. Bank Corporate Payment System	4246044555703473/131	Telecom Networking	11/25/13	\$140.00
U.S. Bank Corporate Payment System	4246044555703473/131	Vehicle & Equipment Fuel	11/25/13	\$94.14
U.S. Bank Corporate Payment System	4246044555703473/131	Automotive Supplies & Maintenance	11/25/13	\$15.99
U.S. Bank Corporate Payment System	4246044555703473/131	Monthly Rackspace	11/25/13	\$200.00
U.S. Bank Corporate Payment System	4246044555703473/131	Annual Avast Security	11/25/13	\$279.99
U.S. Bank Corporate Payment System	4246044555703473/131	Office Supplies	11/25/13	\$115.31
U.S. Bank Corporate Payment System	4246044555703473/131	Landscape Reimb (Z35,Z57,Z61)	11/25/13	\$460.48
U.S. Bank Corporate Payment System	4246044555703473/131	Landscape Reimb (Z61)	11/25/13	\$86.48
U.S. Bank Corporate Payment System	4246044555703473/131	Community Outreach	11/25/13	\$350.00
U.S. Bank Corporate Payment System	4246044555703473/131	Special Expense	11/25/13	\$472.59
Vanessa & Tim Perry	6040 SENECA CIR	Closed Account, Refund Overpayment	11/21/13	\$44.74
Verizon Wireless	9715704449	Cell Phone Bill Nov 2013	11/26/13	\$122.43
			Administration	
			Sub-Total	\$23,440.18
Water				
Bartle Wells Associates	BWA513B-1005	Professional Services through 11/1/13	11/21/13	\$1,370.00
Brut Force Janitorial	Dec-13	Janitorial Services	12/01/13	\$20.00
EnerPower	64599	Electric Charges 10/09/13-11/07/13	12/03/13	\$494.00
EnerPower	64600	Electric Charges 10/11/13-11/09/13	12/03/13	\$2,743.00
Ferguson Waterworks	725969	Datamatic Nicor Fireflys	11/08/13	\$6,585.95
J.W. Backhoe & Construction, Inc.	2011	Water Leak on Riverlake Rd	11/25/13	\$2,525.40
J.W. Backhoe & Construction, Inc.	2013	Leak on Willow Lake Ct	12/05/13	\$7,136.15
J.W. Backhoe & Construction, Inc.	2014	Sealed Cracks Discovery Blvd & Balboa Ct	12/05/13	\$1,082.75
Office Depot	683502722001	Office Supplies	11/15/13	\$12.98
Office Team	39258710	Admin Asst Week Ending 11/22/13	11/27/13	\$110.59
Paul E. Vaz Trucking, Inc.	27675	Freight & Material	11/21/13	\$225.95
Paul E. Vaz Trucking, Inc.	27676	Freight	11/21/13	\$264.21
Pump Repair Service Co.	35560	Well 1B Capacity Upgrade	11/26/13	\$16,334.00
ReliaStar Life Insurance Company	#JR52 457(B) 121513	457(b) 12/01/13-12/15/13	12/15/13	\$50.00
SDRMA	13800	Medical Benefits Jan 2014	12/06/13	\$663.00
U.S. Bank Corporate Payment System	4246044555703473/131	Training & Education	11/25/13	\$33.20
U.S. Bank Corporate Payment System	4246044555703473/131	Telephone General	11/25/13	\$266.67
U.S. Bank Corporate Payment System	4246044555703473/131	General Repairs	11/25/13	\$27.87
U.S. Bank Corporate Payment System	4246044555703473/131	Special Equipment	11/25/13	\$54.51

U.S. Bank Corporate Payment System	4246044555703473/131	Telecom Networking	11/25/13	\$28.00
U.S. Bank Corporate Payment System	4246044555703473/131	Misc. Small Tools	11/25/13	\$36.87
U.S. Bank Corporate Payment System	4246044555703473/131	Vehicle & Equipment Fuel	11/25/13	\$439.16
U.S. Bank Corporate Payment System	4246044555703473/131	Cleaning Supplies	11/25/13	\$7.38
Univar	SJ588192	Chemicals Delivered 11/15/13	11/15/13	\$319.96
Univar	SJ588194	Chemicals Delivered 11/15/13	11/15/13	\$176.39
Verizon Wireless	9715704449	Cell Phone Bill Nov 2013	11/26/13	\$132.87
Wastewater			Water	Sub-Total
				\$41,140.86
Accu-Tech Corporation	15G-014703	Tax for Fiber Optic Items	11/14/13	\$165.97
American Retrofit Systems	399	Pump for WWTP#1 Wet Lands	12/04/13	\$150.00
Ashland	130581666	Praestol Chemicals	12/05/13	\$3,818.05
Bartle Wells Associates	BWA513B-1005	Professional Services through 11/1/13	11/21/13	\$2,055.00
Brut Force Janitorial	Dec-13	Janitorial Services	12/01/13	\$30.00
Cramer, Frank	Nov-13	Expense Report Nov 2013	11/27/13	\$125.43
EnerPower	64598	Electric Charges 10/01/013-11/07/13	12/03/13	\$188.00
EnerPower	64601	Electric Charges 10/10/13-11/07/13	12/03/13	\$219.00
H & R Plumbing and Drain Cleaning	1380	Rehabilitate and Recoat Six Sewer Manholes	12/11/13	\$13,705.00
Herwit Engineering	13-11	Professional Service Nov 2013	11/27/13	\$7,542.52
Herwit Engineering	DB-PNPP-1	Pantages-Newport Point	11/27/13	\$880.00
Office Team	39258710	Admin Asst Week Ending 11/22/13	11/27/13	\$165.89
ReliaStar Life Insurance Company	#JR52 457(B) 121513	457(b) 12/01/13-12/15/13	12/15/13	\$75.00
Stantec Consulting Services Inc	747325	Respond to Water Board Requests	12/03/13	\$398.00
U.S. Bank Corporate Payment System	4246044555703473/131	Telephone General	11/25/13	\$502.54
U.S. Bank Corporate Payment System	4246044555703473/131	Telecom Networking	11/25/13	\$42.00
U.S. Bank Corporate Payment System	4246044555703473/131	Vehicle & Equipment Fuel	11/25/13	\$184.80
U.S. Bank Corporate Payment System	4246044555703473/131	General Repairs	11/25/13	\$438.97
U.S. Bank Corporate Payment System	4246044555703473/131	Special Equipment	11/25/13	\$16.68
U.S. Bank Corporate Payment System	4246044555703473/131	Misc. Small Tools	11/25/13	\$66.36
Com Verizon Wireless	9715704449	Cell Phone Bill Nov 2013	11/26/13	\$101.59
		Wastewater	Sub-Total	\$30,870.80
		Community Center	Sub-Total	\$0.00
			Grand Total	\$95,451.84

Request For Authorization To Pay Invoices (RFA)
For the Meeting on December 18, 2013
Town of Discovery Bay, D.Bay L&L Park #8
For Fiscal Year's 7/13 - 6/14

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
American Retrofit Systems	396	Community Center-Install LED Lights	11/26/13	\$1,500.00
Big Dog Computer	BDC32982	System Clean Up	11/20/13	\$93.75
Big Dog Computer	BDC32984	Sonicwall Subscription	11/25/13	\$149.50
Big Dog Computer	BDC32985	Sonicwall VPN	12/02/13	\$145.00
Big Dog Computer	BDC32986	Network Connectivity	11/29/13	\$200.00
Brentwood Ace Hardware	808/113013	Newport Dr	11/30/13	\$11.66
Brentwood Ace Hardware	808/113013	Grounds Maintenance	11/30/13	\$14.37
Brentwood Ace Hardware	808/113013	Misc. Supply	11/30/13	\$17.35
Brut Force Janitorial	12/2013	Janitorial Services	12/01/13	\$215.00
Brut Force Janitorial	12A	Community Center-Janitorial Service	12/02/13	\$70.00
Delta Debris Box Service	882894	Community Center-40YD	11/30/13	\$754.80
Discovery Bay Designs	17-0001966	Com 2 Yd Bin	11/27/13	\$285.57
Discovery Bay Disposal	17-0013218/112713	Community Center-Com 2 Yd Bin	11/27/13	\$285.57
Lee-Jagoe Architecture, Inc.	4439	Community Center-Secondary Feasibility Site & Building	11/29/13	\$1,200.00
Odyssey Landscape Co, Inc.	36039333	Monthly Maintenance	11/20/13	\$7,965.00
Office Team	39258710	Admin Asst Week Ending 11/22/13	11/27/13	\$184.32
Office Team	39258710	Community Center-Admin Asst Week Ending 11/22/13	11/27/13	\$149.99
U.S. Bank Corporate Payment System	4246044555703473/131	Community Center-Building & Improvements	11/25/13	\$12,257.62
U.S. Bank Corporate Payment System	4246044555703473/131	Telephone General	11/25/13	\$97.23
U.S. Bank Corporate Payment System	4246044555703473/131	Telecom Networking	11/25/13	\$35.00
U.S. Bank Corporate Payment System	4246044555703473/131	Vehicle & Equipment Fuel	11/25/13	\$353.80
U.S. Bank Corporate Payment System	4246044555703473/131	Office Supplies	11/25/13	\$45.56
U.S. Bank Corporate Payment System	4246044555703473/131	Grounds Maintenance	11/25/13	\$476.30
U.S. Bank Corporate Payment System	4246044555703473/131	Community Center-Telephone General	11/25/13	\$276.36
U.S. Bank Corporate Payment System	4246044555703473/131	Community Center-Vehicle & Equipment Fuel	11/25/13	\$15.95
U.S. Bank Corporate Payment System	4246044555703473/131	Community Center-Vehicle Maintenance	11/25/13	\$54.87
U.S. Bank Corporate Payment System	4246044555703473/131	Community Center-Monthly Software	11/25/13	\$249.00
U.S. Bank Corporate Payment System	4246044555703473/131	Community Center-Office Supplies	11/25/13	\$59.67
U.S. Bank Corporate Payment System	4246044555703473/131	Community Center-Misc. Service & Supplies	11/25/13	\$52.07
Verizon Wireless	9715704449	Cell Phone Bill Nov 2013	11/26/13	\$106.78
Watersavers Irrigation Inc.	1405784-00	Weed Prevention	11/26/13	\$371.54
Total				\$27,693.63

Request For Authorization To Pay Invoices (RFA)
For the Meeting on December 18, 2013
Town of Discovery Bay, D.Bay L&L Park #9 (Ravenswood)
For Fiscal Year's 7/13 - 6/14

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
Big Dog Computer	BDC32982	System Clean Up	11/20/13	\$93.75
Big Dog Computer	BDC32984	Sonicwall Subscription	11/25/13	\$149.50
Big Dog Computer	BDC32985	Sonicwall VPN	12/02/13	\$145.00
Big Dog Computer	BDC32986	Network Connectivity	11/29/13	\$125.00
Brentwood Ace Hardware	808/113013	Tools & Sundry Equipment	11/30/13	\$21.47
Brentwood Ace Hardware	808/113013	Equipment Maintenance	11/30/13	\$93.27
Brentwood Ace Hardware	808/113013	Small Tools	11/30/13	\$20.52
Brentwood Ace Hardware	808/113013	Misc. Supply	11/30/13	\$22.99
Brut Force Janitorial	12/2013	Janitorial Services	12/01/13	\$50.00
Odyssey Landscape Co, Inc.	36039333	Monthly Maintenance	11/20/13	\$2,827.28
Office Team	39198571	Admin Asst Week Ending 11/15/13	11/19/13	\$391.68
Office Team	39258710	Admin Asst Week Ending 11/22/13	11/27/13	\$184.32
U.S. Bank Corporate Payment System	4246044555703473/131	Telephone General	11/25/13	\$157.15
U.S. Bank Corporate Payment System	4246044555703473/131	Telecom Networking	11/25/13	\$35.00
U.S. Bank Corporate Payment System	4246044555703473/131	Vehicle & Equipment Fuel	11/25/13	\$146.35
U.S. Bank Corporate Payment System	4246044555703473/131	Grounds Maintenance	11/25/13	\$104.55
U.S. Bank Corporate Payment System	4246044555703473/131	Misc. Service & Supplies	11/25/13	\$18.43
U.S. Bank Corporate Payment System	4246044555703473/131	Special Expense	11/25/13	\$50.00
Verizon Wireless	9715704449	Cell Phone Bill Nov 2013	11/26/13	\$106.77
			Total	\$4,743.03



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

December 18, 2013

Prepared By: Gregory Harris, Herwit, District Engineer
Submitted By: Rick Howard, General Manager *RH*

Agenda Title

Lift Station "F" Rehabilitation Pump Purchase

Recommended Action

That the Board authorize the purchase of two Pumps for the Lift Station "F" Rehabilitation Project from MuniQuip, LLC, in the amount of \$63,537.84; and authorize the General Manager to execute all purchase documents.

Executive Summary

Lift Station "F" has been identified as a critical pump station for the Town. The majority of the sewage from original Discovery Bay flows through this Lift Station. The Lift Station has had no significant work in more than 40 years. The Wastewater Committee identified Lift Station F as a priority 2 years ago, and \$500,000.00 was placed in the Bond to rehabilitate this pump station. This rehabilitation is scheduled to take place when school is out during the Summer of 2014. Purchase of the pumps is required in order to have them delivered on time for the summer construction period.

The project includes (amongst other items) conversion of the pump station to submersible pumps, rehabilitation of the wet well, new electrical service and SCADA control. The project is anticipated to be out to bid in January of 2014. Once a contractor is selected, award of construction to the low bid contractor will be brought back to the board for approval. Purchase of these pumps is the first construction step of this project.

Staff recommends that the pumps be purchased at this time. As has been the case with other direct purchase equipment, the lead time on equipment of this nature is approximately six months. If a Purchase is approved in December, the manufacturer has guaranteed delivery by the end of May, 2014. The pumps are an improved design to reduce ragging and increase pump life. They also match the style of pump at the influent pump station and pump station W Projects as well as the style of pumps utilized for the RAS pump station portion of the Oxidation Ditch Project at Plant No. 2.

It should be noted that these items are "sole source" bids as the pumps are a special design through one vendor to match the style of pumps purchased for the Influent Pump Station and Pump Station W. The ability to have one manufacturer for consistency and efficiency is desirable. The proposal includes an optional cost for a third redundant pump. We are recommending holding off purchase of the redundant pump until after bids are received on the Pump Station F construction and the Oxidation Ditch Project.

Fiscal Impact:

Amount Requested \$ 63,537.84 plus freight

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

Prog/Fund # Category: Pers. Optg. Cap. XX -or- CIP# LS F Fund#Bond

Previous Relevant Board Actions for This Item

Adoption of FY 2012-13 CIP and Approval of Capital Financed projects

Attachments

Vendor Proposal

AGENDA ITEM: F-1

MuniQuip

Specializing in Pumps, Process Equipment & Instrumentation

December 5, 2013

TO: DISCOVERY BAY COMMUNITY SERVICES DISTRICT
SUBJECT: PUMP STATION F REHABILITATION PROJECT
SECTION 11312K – IMMERSIBLE SCREW CENTRIFUGAL PUMPS
WEMCO PROPOSAL NO: 301090

Dear Sirs:

We are pleased to offer WEMCO equipment for the above referenced project as detailed in the project plans and specifications and as described below and in the attached Technical Offerings:

PUMP STATION F

Pumps Nos. F-PMP-01 and F-PMP-02:

Conditions of Service: 760 gpm against 45' tdh

- Two (2) ea 6" x 5" Model E5K-LM-EEXK4 Wemco-Hidrostal Screw Centrifugal Wet-Pit Mounted Pumps, each equipped to include:

Pump case, suction cover and motor case will be constructed of cast iron, ASTM A48 Class 30. The impeller and suction liner shall be solid cast Hi-chrome iron, ASTM A 532 Class III, with a Brinell hardness of 450. Pumps shall be supported by cast iron Fast-out quick-disconnect base elbows for use with guide rail system.
- Two (2) ea 15 hp x 1720 rpm Wemco Hidrostal FM-rated explosion proof inverter-duty immersible motors for 240/3/60 power with 1.15 SF on sine wave power and complete with closed-loop cooling system, 50' long power/sensor cables, moisture sensors and motor temperature thermistor relays.
- Two (2) ea Pump lifting harnesses consisting of 3' long 316 stainless steel chain with stainless steel cable to the top of the wet well for use with Grip-Eye pump retrieval system.
- Two (2) ea Thermistor relays for installation in existing control panels by others
- Two (2) ea Warrick moisture relays for installation in existing control panels by others
- Two (2) ea PE Certified Level 3 variable speed performance tests

Total Lot Price for (2) Pump Assemblies.....\$50,974.00

Additive Items:

Two (2) pairs	25' long 316 stainless steel guide rails with (1) upper and (1) intermediate support bracket for each pump	\$ 5,280.00
One (1) set	Engineering calculations for anchor bolt sizing and bearing lives.....	\$ 850.00
One (1) ea	Estimated Freight to Jobsite.....	\$ 580.00
One (1) ea	Field installation supervision, start-up, testing and training service.....	\$ 1,000.00
Total Scope of Supply.....		\$58,684.00
Sales Tax @ 8.5% (excluding freight and field service).....		<u>\$ 4,853.84</u>
TOTAL PURCHASE ORDER VALUE FOR INSTALLED PUMPS.....		\$63,537.84

Pump No. F-PMP-03 (Shelf Spare for purchase on/before April 2014):

One (1) ea	Spare 6" x 5" Model E5K-LM-EEXK4 pump with guide shoe.....	\$21,555.00
One (1) ea	316 stainless steel lifting chain/cable assembly.....	\$ 1,262.00
One (1) ea	PE Certified Level 3 variable speed performance test.....	\$ 1,916.00
One (1) ea	Estimated Freight to Jobsite.....	\$ 290.00
Sales Tax @ 8.5% (excluding freight).....		<u>\$ 2,102.30</u>
TOTAL PURCHASE ORDER VALUE FOR SHELF SPARE PUMP.....		\$27,125.30

THIS QUOTATION DOES INCLUDE: PREPARATION OF SHOP DRAWINGS FOR THE PROPOSED EQUIPMENT AS WELL AS OPERATION & MAINTENANCE INFORMATION AS SPECIFIED. FIELD SERVICE IS INCLUDED AS SPECIFIED AND WILL BE PROVIDED BY MUNIQUIP, LLC.

THIS QUOTATION DOES NOT INCLUDE: ADJUSTABLE FREQUENCY DRIVES; MOTOR STARTERS; ANCHOR BOLTS; PUMP DSCHARGE PRESSURE GAUGES; CONTROLS CONTROL ENCLOSURES, FLOAT SWITCHES, EQUIPMENT OFFLOADING AT JOBSITE, FLUIDS OR MATERIALS REQUIRED FOR FIELD PERFORMANCE TESTING OR ANY OTHER ITEMS NOT SPECIFICALLY INCLUDED ABOVE.

Herwit Engineering
Gregory Harris
Discovery Bay PS F Project
December 5, 2013
Page 3

THE ATTACHED WARRANTIES ARE INCORPORATED IN, AND MADE A PART OF, THIS PROPOSAL.

DELIVERY:

Submittal documents can be prepared within 6-8 weeks after receipt of and acceptance of a purchase order. Shipment of the two (2) installed pumps will be made on or before May 15, 2014 based on a project award by December 19, 2013, receipt of a purchase order on December 23, 2013 and a 1-week submittal review time limit. Unless negotiated otherwise, shipment of the shelf spare pump will be within 22-24 weeks after receipt of purchase order.

PROPOSED TERMS OF PAYMENT:

- 15% of the Purchase Order value will be invoiced, due Net 30 days, upon completion and approval of submittals.
- An additional 15% of the Purchase Order value will be invoiced, due Net 30 days, upon the materials purchase order placement by the seller.
- 60% of the Purchase Order value will be invoiced, due Net 30 days, upon shipment.
- The final 10% will be considered retainage and will be due within 30 days after start-up of equipment at each individual pump station, not to exceed 60 days after shipment.

Prices are firm based on the following:

1. Receipt of complete approval and release for production 1 week after drawings have been submitted by WEMCO.
2. Acceptance of shipment within 10-12 weeks after approval.

Thank you for the opportunity of submitting our proposal on WEMCO pumping equipment. Please don't hesitate to contact us if you have questions on any of the information presented above or if we may be of further service:

Sincerely,



Butch Gorshing
MuniQuip, LLC
916-787-5641

**Customer Technical Offer**

Customer	MUNIQUIP INC	Size / Stages	E5K-LM Submersible/Immersible / 1
Item number	F-PMP-01, -02, -03	Pump speed	1,750 rpm
Customer reference		Quote number	301090

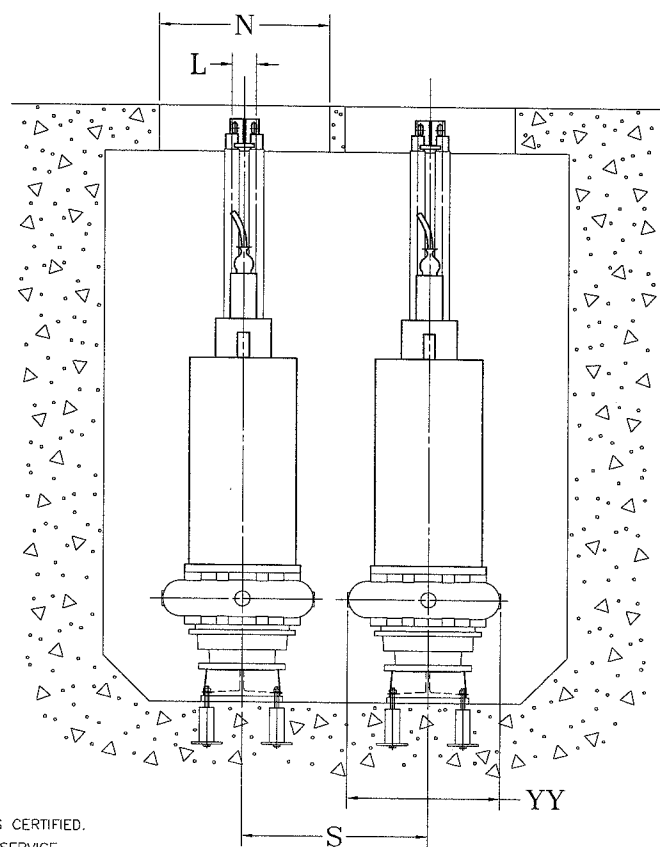
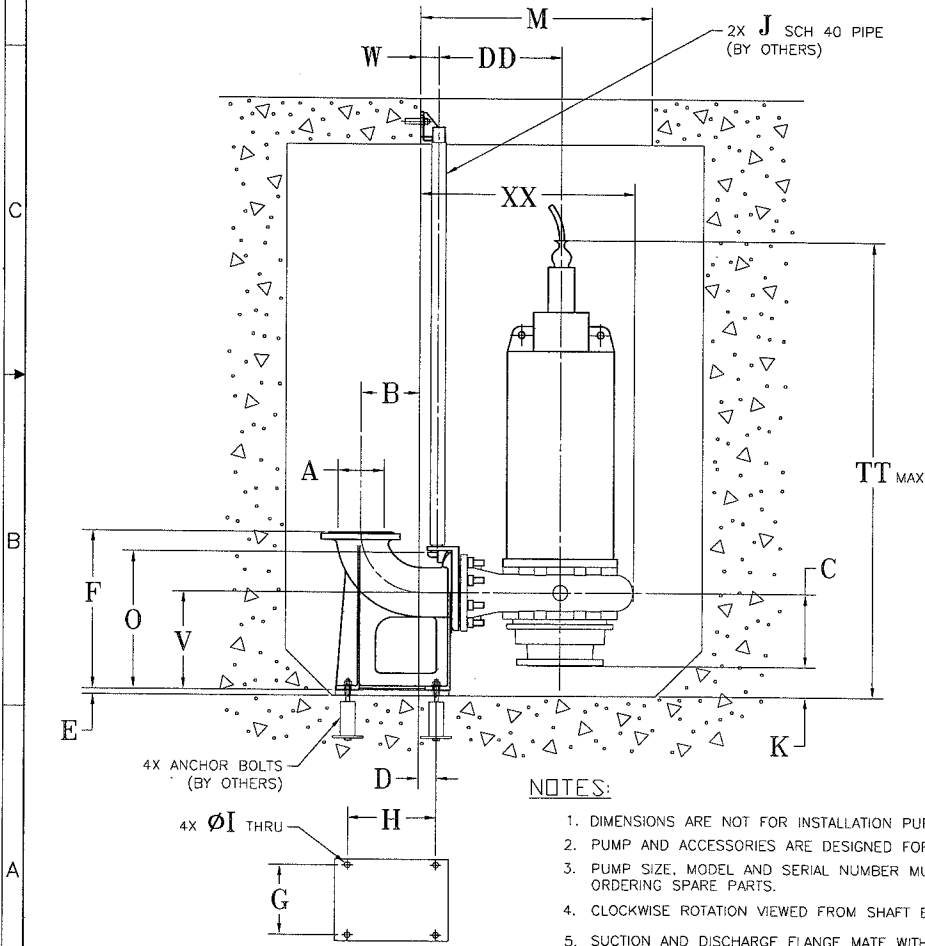
Pump

Qty	Description
2	<p>E5K-LM Submersible/Immersible</p> <p>Wet End</p> <p>Pump Options</p> <p>Cast Iron Case</p> <p>Liner Material</p> <p>High Chrome Liner (regulable)</p> <p>Grooved Liner</p> <p>Buna Wet End O-rings</p> <p>Stainless Steel Pump Hardware</p> <p>Stainless Steel Impeller</p> <p>Dynamic Impeller Balance</p> <p>Driver</p> <p>Hidrostal Motors</p> <p>WSP Supplied Motor: WSP Supplied Motor</p> <p>15HP 1720.0RPM Standard Efficiency 1 Speed EEXK4 Immersible Hidrostal Motor</p> <p>All motors are sized and selected in accordance with Hydraulic Institute Grade 2 - 2B performance test acceptance grades and tolerances which adds 8% to the rated horsepower requirement of the pump. This calculation has not changed the rated horsepower or efficiency shown on the Performance Data Sheet. View the link for more information from Hydraulic Institute.</p> <p>Hidrostal Motor Options</p> <p>Standard 50 ft. (16 m) Cable Length</p> <p>Notice: The standard cable length on D, E, and F size Hidrostal motors has been changed to 50 ft. (16 M). All other cable lengths will remain to be 32 ft. (10 M).</p> <p>Moisture Detector Relay</p> <p>Pump Support</p> <p>Pump Support</p> <p>Cast Iron Fastout/Steel Base</p> <p>Cast Iron Guide Shoe</p> <p>Chain Lifting System</p> <p>Steel immersible intermediate bracket (quantity is per pump)</p> <p>Protective Coatings</p> <p>Paint manufacturer & type</p> <p>Paint Preparation: Standard paint preparation (clean and blast)</p> <p>WSP Standard Blue Paint - Prime and Top Coat</p> <p>Packing & Shipping</p> <p>Shipping</p> <p>No Boxing</p> <p>WSP Decision Carrier</p> <p>Freight Rates</p> <p>Freight Rates - California: California</p> <p>Material Testing</p> <p>Material Testing</p> <p>No Hardness Testing</p> <p>No Non-Destructive Testing</p> <p>Testing</p> <p>Testing Required</p> <p>Performance testing</p> <p>Level 3 (4 hr) performance pump test</p>



Pump	
Qty	Description
	5 Point Performance Test, Multiple Speeds
	Full Package Test: Full Package Test
	Customer Approval
	PE Certified
	Spare Parts / Accessories
	Spare Parts and Accessories Group
	Spare Parts to include; 1-shelf spare (pump, motor, guide shoe and lifting chain)
	Grip Eye
	Sesimic calculations
	Bearing life calculations
	Weights
	Bareshaft Pump 243.lbs
	Baseplate 100.lbs
	Driver 350.lbs
	Misc. Weight 200.lbs
	Misc. Weight 0.lbs
	Misc. Weight 0.lbs
	Total Per Unit Weight 893.lbs

PUMP	FAST-OUT TYPE	A	B	C	D	E	F	G	H	I	J=PIPE SIZE	K	L	M	N	O	S	TT	V	W	DD	XX	YY	
E4K	4 X 4	4	6 5/16	8 9/16	3	1 3/4	15 3/4	7 1/2	10 1/4			2 5/8				13 9/16		49 7/8	9 7/16			15 3/4	28 1/8	
E5K	5 X 6	6	7 1/2	9 5/8	2 5/16	3/4	20 11/16	9 1/16	11 7/16	3/4	1 1/2	4	3 3/16	30	24	17 15/16	24	59 3/8	12 13/16	2 3/8		15 7/8	28 5/16	21 5/8
E8K-LL,-LS	8 X 8	8	13 1/16	9 1/16	4 1/4	3 1/4	24 3/16	8 1/4	18 1/8	7/8	2 1/2	3 15/16	5 15/16	37	30	17 5/16	31	59 3/8	9 13/16	4 5/16	18 7/8	35 7/16	27 9/16	
E8K-HD,-SS				10 15/16		5 5/16						4 1/4						61 1/2						



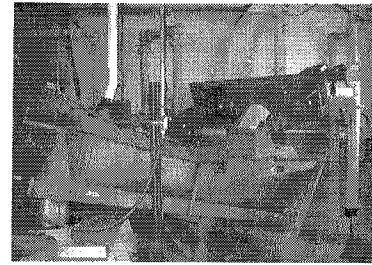
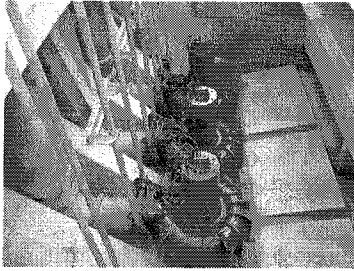
- NOTES:**
1. DIMENSIONS ARE NOT FOR INSTALLATION PURPOSES UNLESS CERTIFIED.
 2. PUMP AND ACCESSORIES ARE DESIGNED FOR CONTINUOUS SERVICE.
 3. PUMP SIZE, MODEL AND SERIAL NUMBER MUST BE SPECIFIED WHEN ORDERING SPARE PARTS.
 4. CLOCKWISE ROTATION VIEWED FROM SHAFT END; CCW IS NOT AVAILABLE.
 5. SUCTION AND DISCHARGE FLANGE MATE WITH CLASS 125 FLANGES.

CUSTOMER		WEMCO SPECIALTY PUMPS		WEMCO PUMP	
USER		GENERAL ARRANGEMENT E4K, E5K & E8K IMMERSIBLE WITH FAST-OUT WEMCO-HIDROSTAL PUMP			
SERIAL NO.		CAD NO. 700153-1 SHEET 1 OF 1 CODE NO 704/AAA 500			
CUSTOMER ORDER NUMBER		EFS SALES SHEET NO.		SCALE 1:8	
DRAWN BY		DATE		REVISION	
CHECKED		DATE		1	
BRD		DATE		2	
APPROVED		DATE		3	
BRD		DATE		4	
DATE		CNC 050811.1017		4.62	
BY					

THIS DRAWING CONTAINS CONFIDENTIAL INFORMATION AND IS THE EXCLUSIVE PROPERTY OF ENVIROTECH PUMP SYSTEMS, INC. IT IS NOT TO BE COPIED OR REPRODUCED IN ANY FORM WITHOUT THE EXPRESS WRITTEN PERMISSION OF ENVIROTECH PUMP SYSTEMS, INC. ALL RIGHTS RESERVED.

NO.	BY	DATE	CHKD	LEL FOR	INTL. ECH	DESCRIPTION
1	JJU	02/01/BRD	53235			NEW ISSUE
1	JJU	05/03/RF	35688			REVISED DIMENSIONS IN TABULATION

DATE	DESCRIPTION



WARRANTY

Job Name: Discovery Bay P.S. "F"

WEMCO®
Pumps & Systems

Customer Order Number: Bid

WEMCO Order Number: Quote: 301090

WEMCO® pumps and pump equipment are backed by the following warranty:
For the benefit of the original user, WEMCO PUMP™ warrants all new equipment to be free from defects in workmanship; and will replace or repair, at its discretion and F.O.B. its factories or other location designated by it, any part or parts returned to it which WEMCO PUMP's™ examination shall show to have failed under normal use and service by the original user within,

One year from date of substantial completion, not to exceed eighteen months from date of shipment.

Such repair or replacement shall be free of charge for all items except for those items that are consumable and normally replaced during maintenance. Repair or replacement of such consumable items shall be subject to pro-rata charge based upon WEMCO PUMP's™ obligation under this Warranty is conditioned upon its receiving prompt notice of claimed defects which shall in no event be later than thirty (30) days following expiration of the above warranty period and is limited to repair or replacement as aforesaid.

THIS WARRANTY IS EXPRESSLY MADE BY WEMCO PUMP™ AND ACCEPTED BY PURCHASER IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY. WEMCO PUMP™ NEITHER ASSUMES, NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER LIABILITIES WITH RESPECT TO ITS EQUIPMENT INCLUDING NEGLIGENCE IN DESIGN OR MANUFACTURE. WEMCO PUMP™ SHALL NOT BE LIABLE FOR NORMAL WEAR AND TEAR NOR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGE DUE TO USE OR IN OPERABILITY OF ITS EQUIPMENT FOR ANY REASON WHATSOEVER.

This Warranty shall not apply to equipment or parts thereof which have been altered or repaired outside of an authorized WEMCO PUMP™ facility or factory, or damaged by improper installation or application, or subject to misuse, abuse, neglect or accident.

This Warranty applies only to WEMCO® pumps and pump equipment manufactured and sold by Weir Specialty Pumps.

WEMCO PUMP™ makes no warranty with respect to parts, coatings, accessories, or components manufactured by others. The warranty which applies to such items is offered by their respective manufacturers except that WEMCO PUMP™ does warrant that any special coatings have been applied in accordance with their respective manufacturer's recommendations.

Signature: _____

Customer Approval: _____ Date: _____



Weir Specialty Pumps
A Weir Group Company

WEMCO® is a registered trademarks of Baker Hughes, Inc.,
licensed by Weir Specialty Pumps, a Weir Group Company.

WEMCO PUMP™
GSD-31 10/12 (Mod.)



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

December 18, 2013

Prepared By: Gregory Harris, Herwit, District Engineer
Submitted By: Rick Howard, General Manager

RH

Agenda Title

Purchase Video Surveillance System for the Discovery Bay Wastewater Treatment Plants 1 & 2 and Willow Lake Water Treatment Plant

Recommended Action

That the Board: (1) Approve purchase and installation of Bosch Camera and Smart Alerting Surveillance System from WestCoast Security for the Discovery Bay Wastewater Treatment Plants 1 & 2 in the amount of \$30,589.14; and (2) Approve purchase and installation of Bosch Camera and Smart Alerting Surveillance System from WestCoast Security for the Discovery Bay Willow Lake Water Treatment Plant in the amount of \$6,516.80; and (3) authorize the General Manager to execute a purchase order based on the proposal from WestCoast Security in the amount of \$37,105.94.

Executive Summary

The Town of Discovery Bay has experienced break-ins and theft on numerous occasions at Wastewater Treatment Plant No. 1 and No. 2 as well as the Willow Lake Water Treatment Plant/District offices. The most recent break-in occurred this summer at Wastewater Treatment Plant No. 2. This break-in resulted in the theft of a construction contractor's construction trailer, construction equipment and tools. All three locations have traditional video analog monitoring systems. Only the Willow Lake WTP has color cameras. Also, the current surveillance system does not have any alarming capabilities to call an alarm during an intrusion event. The resolution was also not sufficient to record a license plate for the vehicles involved.

Improved video surveillance equipment was investigated to begin solving similar issues at the community center. Systems evaluated included smart camera systems that can alarm out upon detecting people or vehicles with improved low light capabilities. Ultimately, the Bosch Smart Altering camera system supplied by WestCoast Security was selected for the Community Center and approved by the Board on November 6, 2013. For service and training reasons, it was desired to keep the equipment for video surveillance upgrades to the wastewater and water treatment plants the same as the community center. Therefore, quotes for similar kinds of Bosch smart camera systems in addition to a dedicated license plate camera were requested from WestCoast Security. This equipment would upgrade some equipment and add equipment to the existing camera systems for the existing wastewater and water treatment plants.

A presentation of this camera technology was previously given to the Board on November 6, 2013.

Staff recommends approving the installation of the Bosch Camera system at the Discovery Bay Wastewater and Water Treatment Plants and authorizing the General Manager to execute a purchase order based on the proposals from WestCoast Security, in the amount of \$37,105.94.

Fiscal Impact:

Amount Requested: \$37,105.94

Sufficient Budgeted Funds Available?: Yes - \$35,000 (\$2,106 short – recommend savings from other projects/line items)

Prog/Fund # Category: Pers. Optg. Cap. X

Previous Relevant Board Actions for This Item

November 6, 2013 approval of Bosch Camera system form WestCoast Security.

Attachments

WestCoast Security proposal Dated 12/12/2013

AGENDA ITEM: F-2

PROPOSAL

12/12/2013 13:54

From: West Coast Security, Inc. 911 Bern Court Ste. 130 San Jose, CA. 95112 1408-318-6182 License # 798959 ACO# 5659	City of Discovery Bay c/o: HERWIT Engineering Discovery Bay, CA Attn: Gregory Harris	Plant 1
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Fax: 1-408-904-5940

QTY	Part Number	Price	Description	Services To Be Provided:
1	LABOR	\$4,600.00	Labor to furnish and install new CCTV equipment at customer specified locations and terminate existing CCTV equipment to new Bosch NVR at the City of Discovery Bay P&ID Plant 1 . Proposal was based on informaton and prints provided by Customer to WCS. Provision of and installation of infrastructure - conduit, etc - wire, power and network by Others. No UPS required as facility has back up generator power.	<input checked="" type="checkbox"/> CCTV
1	LABOR	\$1,380.00	Labor to configure, program and provide basic end user training	<input type="checkbox"/> Card Access
1	DIP-3042-2HD	\$2,359.00	DIVAR IP 3000 VIDEO MANAGEMENT APPLIANCE, MICRO TOWER (4-BAY), JBOD 4TB (2x2TB), FRONT-SWAPPABLE HDD; INCLUDES BVMS SERVER/CLIENT/VRM/VSG, SINGLE DVI MONITOR OUTPUT, INCL 32 CHANNELS (NON-EXPANDABLE) 5 WKSTN, 5 FORENSIC SEARCH, 1 KBD I/F, 1 DVR I/F, 1 MVS I/F AND BUILT-IN DYNAMIC TRANSCODER	<input type="checkbox"/> Intercom
1	CNGE2FE8MSPOE+	\$1,288.00	Managed Ethernet Switch with (8) 10/100 BASE-TX + (2) 10/100/1000 BASE-TX/FX Combo Ports and Power over Ethernet (PoE)	<input type="checkbox"/> Burglary
1	VJT-X20XF-E	\$610.40	Existing PTZ Camera 1: replace existing Starlight enocder with Bosch Videojet X20 Encoder	<input type="checkbox"/> Fire
1	MATERIAL	\$49.00	12VDC Power Transformer	
1	MATERIAL	\$0.00	Existing Fixed Camera 2: PoE based no need for additional hardware	
1	NIN-733-V03IPS	\$1,162.00	New Starlight for Camera 3: FLEXIDOME HD 720p60 starlight VR 3-9MM SR-LENS, SDXC CARD SLOT, IVA INSTALLED, SMB	
1	VDA-WMT-DOME	\$63.70	WALL MOUNT FOR FLEXIDOME	
1	LTC 9213/01	\$54.60	POLE MOUNT ADAPTOR WITH STAINLESS STEEL STRAPS FOR WALL MOUNTS (SUGGEST USING TC9311PM3T BANDING TOOL)	Other
1	NER-L2R5-2	\$2,842.00	New Camera 4 - License Plate Camera: IP NTSC license plate camera, 54 to 92 ft range	1
1	MBE-15W	\$112.35	POLE MOUNT ADAPTOR WITH STAINLESS STEEL STRAPS FOR WALL MOUNTS	2
1	MISC	\$725.99	8.5% Sales Tax	3
1	MISC	\$95.00	Standard Shipping & Handling	4
				5
				6
				7
				FINANCIAL ALTERNATIVES REVIEW
			NOTES: 1) Current version NVR software shipping is v4.5.1 which will only allow up to 5 clients to connect to a single NVR at a time. Next NVR software version release - v5.0 - will have capability to allow clients to view several NVRs at the same time.	
			2) If require ability to view multiple NVRs within a client view with v4.5.1, it will require purchasing Enterprise components - PN# MBV-BENT-4S & MBV-XSUB-4S. WCS can provide additional pricing upon request.	Outright Sale \$15,342.04
			3) The NER-L2R5-2 (LP Camera) will work on Power over Ethernet+ (IEEE 802.3at, class4) switches. The Comnet PoE+ switch in this proposal is PoE+ and will work with this camera. No additional external power supply required.	
				By Others:
				- Infrastructure i.e.: trenching, etc.
				- Wire and installation of wiring
				- Power
				- Conduit/Raceways
				- Wire and installation of wire
				- Network infrastructure and network services
				- Painting/Patching
				- Inspections/Permits/Bonds
				- Asbuilts/Submittals
				- Lift(s)
				- PC/Monitor/Keyboard/Mouse for remote viewing of camera system
Total Investment		\$15,342.04		

Pricing guaranteed for a period of 30 days. Proposal includes all material, installation and training unless otherwise specified. **Proposal does not include shipping and tax unless otherwise specified.** Customer responsible for power and/or network as needed. Any revisions or changes will necessitate a revised proposal. Acceptance is subject to credit approval.

TERMS AND CONDITIONS
 1) Warranty is 1 year parts from date of installation and/or shipment unless otherwise specified. Repairs resulting from damages caused by others is not covered under Warranty.
 2) All labor quoted is for normal business hours, Mon-Fri (8am-4:30pm PST). Overtime is at the discretion of West Coast Security, Inc.
 3) **Payment Terms:** 50% Deposit Due Upon Receipt prior to commencement of work; Progressive Invoice thereafter. Net 30; 2% late fee for payments that are later than 30 days past due.
 4) WCS assumes all existing equipment to be in good working condition. WCS will notify customer for approval prior to any work being done should existing equipment be in need of repair and/or

ACCEPTANCE OF PROPOSAL

The undersigned acknowledges and agrees to the terms and condvions attached and authorizes the work and/or services.

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____ Company: _____

PROPOSAL 12/12/2013 14:02

From: West Coast Security, Inc. 911 Bern Court Ste. 130 San Jose, CA. 95112 1408-318-6182 License # 798959 ACO# 5659	City of Discovery Bay c/o: HERWIT Engineering Discovery Bay, CA Attn: Gregory Harris	Plant 2
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Fax: 1-408-904-5940 Services To Be Provided:

QTY	Part Number	Price	Description	
1	LABOR	\$4,600.00	Labor to furnish and install CCTV equipment at customer specified locations at the City of Discovery Bay P&ID Plant 2. Proposal was based on informaton and prints provided by Customer to WCS. Provision of and installation of infrastructure - conduit, etc - wire, power and network by Others. No UPS required as facility has back up generator	<input checked="" type="checkbox"/> CCTV
1	LABOR	\$1,380.00	Labor to configure, program and focus.	<input type="checkbox"/> Card Access
1	DIP-3042-2HD	\$0.00	NVR is located at Plant 1 (quoted on Plant 1 proposal)	<input type="checkbox"/> Intercom
1	CNGE2FE8MSPOE+	\$1,288.00	Managed Ethernet Switch with (8) 10/100 BASE-TX + (2) 10/100/1000 BASE-TX/FX Combo Ports and Power over Ethernet (PoE)	<input type="checkbox"/> Burglary
1	CNFE6+2USPOE	\$991.20	10/100TX Drop/Insert/Repeat 6TX/2FX Ethernet Switch with PoE	<input type="checkbox"/> Fire
1	VJT-X20XF-E	\$610.40	Existing PTZ Cameras 1 & 2: replace existing Starlight encoder with Bosch Encoder (2 channel encoder at same location)	
1	MATERIAL	\$49.00	12VDC Power Transformer	
1	MATERIAL	\$0.00	Existing Fixed Camera 3: PoE based no need for additional hardware	
2	NIN-733-V03IPS	\$2,324.00	Starlight for Cameras 4 & 6: FLEXIDOME HD 720p60 starlight VR 3-9MM SR-LENS, SDXC CARD SLOT, IVA INSTALLED, SMB	
2	VDA-WMT-DOME	\$127.40	WALL MOUNT FOR FLEXIDOME	Other
2	LTC 9213/01	\$109.20	POLE MOUNT ADAPTOR WITH STAINLESS STEEL STRAPS FOR WALL MOUNTS (SUGGEST USING TC9311PM3T BANDING TOOL)	1
1	NER-L2R5-2	\$2,842.00	New Camera 5 - License Plate Camera: IP NTSC license plate camera, 54 to 92 ft range	2
1	MBE-15W	\$112.35	POLE MOUNT ADAPTOR WITH STAINLESS STEEL STRAPS FOR WALL MOUNTS	3
1	MISC	\$718.55	8.5% Sales Tax	4
1	MISC	\$95.00	Standard Shipping & Handling	5
				6
				7

FINANCIAL ALTERNATIVES REVIEW			
			<p>NOTES:</p> <p>1) Current version NVR software shipping is v4.5.1 which will only allow up to 5 clients to connect to a single NVR at a time. Next NVR software version release - v5.0 - will have capability to allow clients to view several NVRs at the same time.</p> <p>2) If require ability to view multiple NVRs within a client view with v4.5.1, it will require purchasing Enterprise components - PN# MBV-BENT-45 & MBV-XSUB-45. WCS can provide additional pricing upon request.</p> <p>3) The NER-L2R5-2 (LP Camera) will work on Power over Ethernet+ (IEEE 802.3at, class4) switches. The Comnet PoE+ switch in this proposal is PoE+ and will work with this camera. No additional external power supply required.</p>
			Outright Sale \$15,247.10
			<p>By Others:</p> <ul style="list-style-type: none"> - Infrastructure i.e.: trenching, etc. - Wire and installation of wiring - Power - Conduit/Raceways - Wire and installation of wire - Network infrastructure and network services - Painting/Patching - Inspections/Permits/Bonds - Asbuilts/Submittals - Lift(s) - PC/Monitor/Keyboard/Mouse for remote viewing of camera system
Total Investment		\$15,247.10	
Pricing guaranteed for a period of 30 days. Proposal includes all material, installation and training unless otherwise specified. Proposal does not include shipping and tax unless otherwise specified. Customer responsible for power and/or network as needed. Any revisions or changes will necessitate a revised proposal. Acceptance is subject to credit approval.			

TERMS AND CONDITIONS

- 1) Warranty is 1 year parts from date of installation and/or shipment unless otherwise specified. Repairs resulting from damages caused by others is not covered under Warranty.
- 2) All labor quoted is for normal business hours, Mon-Fri (8am-4:30pm PST). Overtime is at the discretion of West Coast Security, Inc.
- 3) **Payment Terms:** 50% Deposit Due Upon Receipt prior to commencement of work; Progressive Invoice thereafter. Net 30; 2% late fee for payments that are later than 30 days past due.
- 4) WCS assumes all existing equipment to be in good working condition. WCS will notify customer for approval prior to any work being done should existing equipment be in need of repair and/or

ACCEPTANCE OF PROPOSAL

The undersigned acknowledges and agrees to the terms and conditions attached and authorizes the work and/or services.

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____ Company: _____

PROPOSAL

12/12/2013 14:00

From:
West Coast Security, Inc.
911 Bern Court Ste. 130
San Jose, CA. 95112
1408-318-6182
License # 798959 ACO# 5659

City of Discovery Bay
c/o: HERWIT Engineering
Discovery Bay, CA
Attn: Gregory Harris

Fax: 1-408-904-5940

QTY	Part Number	Price	Description	Services To Be Provided:
1	LABOR	\$1,840.00	Labor to furnish and install CCTV equipment at customer specified locations at the City of Discovery Bay Willow Lake. Proposal was based on informaton and prints provided by Customer to WCS. Provision of and installation of infrastructure - conduit, etc - wire, power and network by Others. No UPS required as facility has back up generator power. Site has existing PC/Monitor/Keyboard.	<input checked="" type="checkbox"/> CCTV <input type="checkbox"/> Card Access
1	LABOR	\$920.00	Labor to configure, program and basic enduser training.	<input type="checkbox"/> Intercom
2	NIN-733-03IPS	\$2,324.00	Bosch Flexidome Starlight Camera with 3-9mm lens	<input type="checkbox"/> Burglary <input type="checkbox"/> Fire
2	VDA-WMT-DOME	\$127.40	WALL MOUNT FOR FLEXIDOME	
2	LTC 9213/01	\$109.20	POLE MOUNT ADAPTOR WITH STAINLESS STEEL STRAPS FOR WALL MOUNTS (SUGGEST USING TC9311PM3T BANDING TOOL)	
2	MATERIAL	\$277.20	microSDHC Memory Card 32GB	
1	CWGE9MS	\$574.00	Comet 9 Port Managed Switch	
1	MISC	\$290.00	8.5% Sales Tax	
1	MISC	\$55.00	Standard Shipping & Handling	
				Other 1 2 3 4 5 6 7
				FINANCIAL ALTERNATIVES REVIEW
				Outright Sale \$6,516.80
				By Others: - Infrastructure i.e.: trenching, etc. - Wire and installation of wiring - Power - Conduit/Raceways - Wire and installation of wire - Network infrastructure and network services - Painting/Patching - Inspections/Permits/Bonds - Asbuilts/Submittals - Lift(s) - PC/Monitor/Keyboard/Mouse for remote viewing of camera system
Total Investment		\$6,516.80		
Pricing guaranteed for a period of 30 days. Proposal includes all material, installation and training unless otherwise specified. Proposal does not include shipping and tax unless otherwise specified. Customer responsible for power and/or network as needed. Any revisions or changes will necessitate a revised proposal. Acceptance is subject to credit approval.				

TERMS AND CONDITIONS

- 1) Warranty is 1 year parts from date of installation and/or shipment unless otherwise specified. Repairs resulting from damages caused by others is not covered under Warranty.
- 2) All labor quoted is for normal business hours, Mon-Fri (8am-4:30pm PST). Overtime is at the discretion of West Coast Security, Inc.
- 3) **Payment Terms:** 50% Deposit Due Upon Receipt prior to commencement of work; Progressive Invoice thereafter. Net 30; 2% late fee for payments that are later than 30 days past due.
- 4) WCS assumes all existing equipment to be in good working condition. WCS will notify customer for approval prior to any work being done should existing equipment be in need of repair and/or replacement.

ACCEPTANCE OF PROPOSAL

The undersigned acknowledges and agrees to the terms and conditions attached and authorizes the work and/or services.

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____ Company: _____



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

December 18, 2013

Prepared By: Gregory Harris, Herwit, District Engineer
Submitted By: Rick Howard, General Manager

RH

Agenda Title

National Pollutant Discharge Elimination System (NPDES) 2013 Permit Flow Increase

Recommended Action

That the Board: (1) authorize the General Manager to modify the existing NPDES permit renewal contract with Stantec to change the permit renewal application to include a permitted flow increase from 2.1 million gallons per day to 2.35 million gallons per day; and (2) approve the additional cost in the amount of \$55,000.00 to Stantec for consulting services related to modifying the NPDES 2013 permit renewal application; and (3) approve additional cost up to \$10,000.00 to HERWIT Engineering to coordinate and manage the process on behalf of the Town

Executive Summary

The Town of Discovery Bay's Wastewater program is monitored for compliance through the California Water Quality Control Board through a National Pollutant Discharge Elimination System (NPDES) permit. The NPDES permit is the prevailing document that identifies what the Town's requirements are as they relate to the collection, treatment, and disposal of the waste that is generated. The Wastewater Treatment Plant capacity is currently limited to 2.10 million gallons per day (mgd) under the existing NPDES permit. Based on the Wastewater Master Plan accepted by the board in February 2013, additional subdivision projects within Discovery Bay (such as the Pantages Bay and Newport Pointe Projects) cannot be serviced by the Town without a modification to the existing NPDES permit to increase the permitted flow for the facility. Physical facilities to treat additional wastewater from these projects were also identified in the Wastewater Master Plan and have been addressed under previous board actions.

The NPDES permit is renewed on a five year cycle, and requires an extensive review of the operations of the Town's facilities and processes. The existing permit expired on November 30, 2013. The Board authorized the General Manager to hire Stantec in March 2013 to prepare and submit all documents necessary to renew the existing permit with current flow limits. This action would authorize Stantec to prepare are all documents (exclusive of CEQA) necessary to increase the plant flow from 2.1 to 2.42 mgd.

The town has met with the developers of the Pantages and Newport Point Projects and they have agreed to pay the entire \$65,000.00 cost to prepare this permit change. Payments will be made directly to the developer reimbursement accounts for each project. Pantages' contribution for this work effort is \$52,904.00 while Newport Pointe is \$12,096.00.

Fiscal Impact:

Amount Requested \$ 65,000.00

Sufficient Budgeted Funds Available?: YES (Developer reimbursement)

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

Previous Relevant Board Actions for This Item

NA

Attachments

Stantec Proposal for Permit Services
Letter - Water Boards - CVRWQCB - Application for Renewal - NPDES Permit
Reimbursement Letter - Pantages at Discovery Bay
Reimbursement Email - Newport Pointe

AGENDA ITEM: F-3



Stantec Consulting Services Inc.
3875 Atherton Road
Rocklin CA 95765
Tel: (916) 773-8100
Fax: (916) 773-8448

November 18, 2013
File: 184030361

Attention: Gregory Harris

Herwit Engineering
6200 Center Street, Suite 310
Clayton, CA 94517

Dear Gregory,

Reference: Town of Discovery Bay Report of Waste Discharge Amendment Proposal

In response to your request, we are providing this letter proposal for services to amend the Town of Discovery Bay Community Services District Report of Waste Discharge (June 10, 2013) to include a request to increase the facility design flow from 2.1 MGD to 2.47 MGD.

We propose that our existing Report of Waste Discharge contract be amended to include the following Scope of Services.

SCOPE OF SERVICES

Stantec will conduct the following tasks in the preparation of an amended Town of Discovery Bay Report of Waste Discharge.

Task 1. Regional Water Board Letter Estimated Budget: **\$900**

Stantec will draft a notification letter for submittal to the Regional Water Board informing the Board of the District's intentions it increase the permitted flow volume and provide an amended Report of Waste Discharge describing the proposed improvements. This is an important step because the Regional Water Board has already begun the process of renewing the District's Order and has scheduled the adoption of the renewed Order for the June 2014 Regional Water Board hearing.

Task 2. CEQA Evaluation Estimated Budget: **\$2,000**

Stantec will obtain from the District and review all existing CEQA documents related to the proposed new development and expansion of facility design flow from 2.1 MGD to 2.47 MGD. Following this review, Stantec will produce a technical memorandum summarizing existing CEQA work and outlining additional CEQA work necessary to allow the Regional Water Board to approve the requested flow volume increase.



Reference: Town of Discovery Bay Report of Waste Discharge Amendment Proposal

Task 3. Report of Waste Discharge Forms Estimated Budget: **\$500**

Stantec will update the Report of Waste Discharge (Section 1) forms to reflect the requested flow volume increase, facility improvements, and appropriate CEQA documentation. These amended forms will be provided to the District for signature prior to submittal to the Regional Water Board.

Task 4. Mixing Zone/Dilution Study Evaluation Estimated Budget: **\$1,200**

Stantec will review the 2005 Mixing Zone/Dilution Study Report to assess whether the increased flow rate from 2.1 MGD to 2.47 MGD will trigger any compliance issues or concerns, such as a reduction in assigned dilution credits to effluent discharges to Old River. Results of this review will be summarized for inclusion with the amended Report of Waste Discharge submittal. If this evaluation reveals any problems from a permitting perspective, then additional work and budget may be required.

Task 5. Project Description Estimated Budget: **\$2,500**

Stantec will revise the wastewater treatment facility description section of the Report of Waste Discharge (Section 3) to include all planned future improvements to the WWTP, that are currently in various stages of design, necessary to increase the capacity of the WWTP to 2.47 MGD.

Task 6. Antidegradation Analysis Estimated Budget: **\$26,000**

With any proposal to increase the permitted WWTP effluent design flow capacity, the Regional Water Board requires the submittal of an Antidegradation Analysis. Because the Discovery Bay Report of Waste Discharge submitted to the Regional Water Board June 2013 was for a straightforward permit renewal with no proposed flow volume increase, no Antidegradation Analysis was included with that submittal.

Stantec will prepare an Antidegradation Analysis in accordance with the State's Antidegradation Policy (State Water Resources Control Board Resolution No. 68-16). The policy requires that existing high quality waters be maintained to the maximum extent feasible unless certain findings are made. These findings include demonstrating that any changes to water quality: 1) are consistent with maximum benefit to the people of California; 2) will not unreasonable effect beneficial uses; and 3) will not violate water quality standards. Further, any discharge to high quality water is required to undergo best practicable treatment and control (BPTC) to assure that no pollution or nuisance occurs.

Stantec will prepare an Antidegradation Analysis based primarily on the CEQA information provided under Task 2, the 2005 Mixing Zone/Dilution Study Report, and additional information provided by the District, such as community economics and user fees. If this analysis reveals any problems from a permitting perspective, then additional work and budget will be needed.

Task 7. Produce Submittal and Cover Letter Estimated Budget: **\$1,800**

Stantec will compile all of the information completed under the preceding tasks and prepare a Report of Waste Discharge amendment for submittal to the Regional Water Board for consideration. This effort will include drafting a cover letter, for District signature.



November 18, 2013
Gregory Harris
Page 3 of 3

Reference: Town of Discovery Bay Report of Waste Discharge Amendment Proposal

Task 8. Contingency

Estimated Budget:\$20,000


We have included a contingency in the event that any of the foregoing analyses reveal any problems from a permitting perspective, or the Regional Water Board requests a higher level of detail or information not described in this proposal. Stantec will only conduct efforts under this task after identification and approval by the District.

Summary

Stantec proposes to provide the services described in this letter proposal on a time and materials basis in an amount not to exceed **\$54,900** (including \$20,000 contingency). This effort does not include Stantec attending any meetings or Regional Water Board hearings. We propose that our existing Report of Waste Discharge contract be amended to include the additional tasks and budget described in this letter proposal. Please do not hesitate to contact us with any questions.

Regards,

STANTEC CONSULTING SERVICES INC.


Steven L. Beck
Principal
Phone: (916) 773-8100
Steven.Beck@stantec.com


Eric Zeigler
Senior Environmental Scientist
Phone: (916) 773-8100
Eric.Zeigler@stantec.com



TownOfDiscoveryBay CSD

Received

DEC 09 2013

Water Boards



EDMUND G. BROWN JR.
GOVERNOR



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

Central Valley Regional Water Quality Control Board

4 December 2013

Virgil Koehne, General Manager
Town of Discovery Bay CSD
1800 Willow Lake Road,
Discovery Bay, CA 94505

TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT, DISCOVERY BAY WASTEWATER TREATMENT PLANT, APPLICATION FOR RENEWAL OF NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT NO. CA0078590

Thank you for your Application/Report of Waste Discharge, dated 10 June 2013 for the renewal of your NPDES permit to continue discharging treated wastewater from the Town of Discovery Bay CSD Wastewater Treatment Plant to Old River. Your application and supplemental information was reviewed and found to be complete.

Since a complete application has been submitted on time, pursuant to Code of Federal Regulations (40 CFR 122.6), your NPDES permit will continue to remain in effect until your permit renewal is adopted by the Central Valley Regional Water Quality Control Board. The permit renewal is currently underway and on schedule for the June 2014 board meeting.

If you have any questions, please contact Ms. Dania Jimmerson of our office at (916) 464-4742, or via e-mail at djimmerson@waterboards.ca.gov.

James D. Marshall, P.E.
Senior Engineer

PANTAGES AT DISCOVERY BAY, LLC
a California limited liability company

16795 Lark Avenue, Suite 106

Los Gatos, CA 95032

Telephone: (408) 399-4393

Facsimile: (408) 399-4397

December 11, 2013

Town of Discovery Bay CSD
Attn: Rick Howard
1800 Willow Lake Road
Discovery Bay, CA
(Sent via email)

Re: Reimbursement for RWQCB Permit Revision Costs

Dear Rick:

This letter is to confirm that our company will reimburse TDBCSD for the Pantages Bays' proportionate share of certain District costs for consultants (Stantec and Herwit Engineering), calculated at \$52,904. We understand work by these consultants is necessary in order for the District to secure authorization from RWQCB for an increase in average flow of treated wastewater into Old River, from the current 2.1 million gallons per day to approximately 2.47 Mgal/d. We understand this flow increase is needed for the District to treat and discharge wastewater from projected new development in the District. Reimbursements will be made per the terms of our recent Memorandum of Understanding with the District.

Sincerely,

Pantages at Discovery Bay, LLC
a California limited liability company

By: 

Mark L. Armstrong

Rick Howard

From: Bill Schrader
Sent: Wednesday, December 11, 2013 4:34 PM
To: Rick Howard
Cc:
Subject: Re: Newport Pointe - Allocation of Stantec Costs

Rick please accept this email as agreement to the not to exceed fee of 12,100 dollars on behalf of Disco Bay Partners LLC.

Sent from my iPhone

On Dec 11, 2013, at 4:28 PM, "Rick Howard" <rhoward@todb.ca.gov> wrote:

Bill and Tom,

Thanks for the meeting today. I thought it went well, I hope you did too.

We discussed with Pantages the consulting fee to expand the permit through the RWQCB, using Stantec as the consultant to work on the project at a fee of \$65,000.

Pantages reps agreed that the way to go would be to allocate/DU the costs of the study between NP and PB.

Essentially, PB, at 293 units (292 DU's and 1 sheriff marine patrol station) will be responsible for \$52,904.

NP, at 67 DU's, will be responsible for \$12,096.

PB recommended, and we agreed, that the fee should be deposited into your respective Developer Deposit Holding Accounts.

Please confirm that this arrangement is satisfactory to you.

We are putting the contract with Stantec on the agenda for next Wednesday.

Thank you,

Rick Howard
General Manager
Town of Discovery Bay
A Community Services District
Direct 925-308-9042
(O) 925-634-1131
(M) 925-784-5351
rhoward@todb.ca.gov
www.todb.ca.gov

<image001.png>



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

December 18, 2013

Prepared By: Rick Howard, General Manager
Submitted By: Rick Howard, General Manager *RH*

Agenda Title

Annual Review of Board Policy Manual

Recommended Action

As Necessary

Executive Summary

Since the inception of the Town of Discovery Bay in 1998, the Board of Directors has adopted twenty policies and procedures that were developed to provide administrative and internal controls as well as identify the Board's policy on a wide range of organizational issues. A complete list of policies, and the dates established and/or amended, is included as Attachment A to this report.

Up to now, the policies were contained in-house, and posted to the Town's website. The policies were listed in the year in which they were adopted and there was no "one" location where all if the policies were collectively maintained. As a consequence, they were at times difficult to locate.

In an effort to be more transparent and to provide a single location for all of the adopted policies, staff has created a Board Policy Manual, included as Attachment B to this report. As policies are created and/or updated, the latest policy/update will be placed in the manual. It should be noted that only the Board can adopt a Board Policy.

Each year, the Policy Manual will be agendized in order that the Board and Public are made aware of any changes that have taken place in the past year.

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

See Attached List of Policies

Attachments

Attachment A – List of Board Policies

Attachment B – Board Policy Manual

AGENDA ITEM: F-4



Town of Discovery Bay
Adopted Policies



Town of Discovery Bay Board Policies

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Town of Discovery Bay

List of Policies

Program Area	Name	Date Established	Date Amended	<u>Policy Number</u>	<u>Resolution Number</u>
Board	Conflict of Interest	January 28, 1998	November 7, 2012	001	2012-27
Board	Bylaws	March 25, 1998	April 3, 2013	002	2013-07
Finance	Investment Policy	July 1, 1998	January 18, 2012	003	2012-02
Board	Board Policy	June 19, 2002	November 2, 2011	004	2011-22
Administrative	Personnel Manual	August 20, 2003	September 19, 2013	005	2013-20
Administrative	Retention, Destruction of Audio	December 6, 2006	January 16, 2008	006	2008-01
Administrative	Injury and Illness Prevention Program Policy	September 17, 2008	N/A	007	2008-11
Administrative	Reimbursement of Expenses and Travel Policy	December 16, 2009	N/A	008	2009-12
Administrative	Identity Theft Prevention Program	May 19, 2010	N/A	009	2010-03
Administrative	Media Relations Policy	August 20, 2010	N/A	010	N/A
Administrative	Website Policy	September 1, 2010	N/A	011	2010-14
Finance	Purchasing and Procurement Policy	November 3, 2010	N/A	012	2010-15
Parks and Landscaping	Park Reservation and Rental FEE SCHEDULE	April 20, 2011	July 16, 2013	013	2013-13
Parks and Landscaping	Park Rules Regulations	April 20, 2011	July 16, 2013	014	2013-13
Parks and Landscaping	Park Usage Rental Policy	April 20, 2011	July 16, 2013	015	2013-13
Finance	Reserve Fund Policy	January 4, 2012	N/A	016	2012-03
Finance	Disposition of Surplus Property	February 1, 2012	N/A	017	2012-05
Administrative	Introductory Period for Newly Hired Employees	January 2, 2013	N/A	018	2013-01
Administrative	Vehicle Use Policy	March 20, 2013	N/A	019	2013-06
Board	California Public Records Act	December 4, 2013	N/A	020	2013-23



Town of Discovery Bay

Program Area: Board	Policy Name: Conflict of Interest	Policy Number: 001
Date Established: January 28, 1998	Date Amended: November 7, 2012	Resolution: 2012-27

Purpose

The Political Reform Act, Government Code §81000, *et seq.*, requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. §18730, which contains the terms of a standard conflict of interest code, which can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of 2 Cal. Code of Regs. §18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, identifies members and employees whom are designated and disclosed categories are set forth, constitute the conflict of interest code of the Town of Discovery Bay Community Service District.

Requirements

Designated members and employees shall file statements of economic interests with the Town of Discovery Bay Community Service District. The statements will be available for public inspection and reproduction. (Gov. Code §81008).

Designated Positions Disclosure Categories:

Directors	All
General Manager	All
Water and Wastewater Manager	All
Parks & Landscape Manager	All
Finance Manager	All
Attorney	All
Consultants*	All

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation: The President of the Board may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and this is not required to fully comply with the disclosure requirements described in this section. Such a written determination shall include a

description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The President's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

DISCLOSURE CATEGORIES

All investments and business positions in business entities, and all sources of income and interests in real property that are required to be disclosed in the annual statement required in Government Code § 87302. This category is known as full disclosure.

Investments in or income from persons or businesses engaged in the business of providing service or supplies, including, but not limited to, equipment; machinery, or office supplies, to the Town of Discovery Bay Community Services District, or could foreseeably provide services or supplies to the Town of Discovery Bay Community Services District Interests in real property located in whole or in part within the boundaries of the Discovery Bay Community Services District, or within a two-mile radius of the Town of Discovery Bay Community Services District, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property if the fair market value of the interest is greater than \$2,000.00 that are required to be disclosed in the annual statement required in Government Code §87302.

Business positions, including, but not limited to, status as a director, officer, sole owner, partner, trustee, employee, or holder of a position of management in any business entity which, in the prior two years had contracted with, or in the future may contract with, the Town of Discovery Bay Community Services District to provide services or supplies to the Town of Discovery Bay Community Services District.

Gifts received from any single source or person with a single gift value more than \$50 as well as gifts with a cumulative total of \$420 or more received in a 12 month period, as well as gifts required to be disclosed in the annual statement required in Government Code §87302.



Town of Discovery Bay

Program Area: Board	Policy Name: Bylaws	Policy Number: 002
Date Established: March 25, 1998	Date Amended: April 3, 2013	Resolution: 2013-07

ARTICLE I

NAME

This unit of local government shall be known as the Town of Discovery Bay, a Community Services District, with powers and territorial boundaries as prescribed in Resolution No. 97/295 of the Board of Supervisors of Contra Costa County, State of California, dated June 10, 1997, and as provided by law.

ARTICLE II

PURPOSE

The purposes of the Town of Discovery Bay, as approved by the Local Agency Formation Commission and by law, are

- A. To Operate as a Community Services District and provide water distribution, wastewater connection and treatment; and parks, landscaping and recreation services to the residents of Discovery Bay.
- B. To provide for those exercise of those powers set forth in Government Code §61000 et seq. (Community Services District Law).
- C. To continue the advisory responsibilities of the Discovery Bay Municipal Advisory Council;
- D. To serve the residents of the Town of Discovery Bay, in the manner provided by law.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Board of Directors

The governing body of the District shall consist of five (5) elected Directors, each of whom shall serve for a term of four (4) year staggered terms. During elections every two (2) years, either

two (2) or three (3) Directors are elected to serve to the District for the next four (4) years. The initial Directors, their terms and term expirations, are:

William Slifer	4 years	Expires December 1, 2001
Mike Dohren	4 years	Expires December 1, 2001
David Piepho	4 years	Expires December 1, 2001
Virgil Koehne	2 years	Expires December 1, 1999
Chet Loveland	2 years	Expires December 1, 1999

Section 2. Compensation

The Board may authorize each Director to receive compensation of One Hundred and Fifteen Dollars (\$115.00) for each meeting of the Board attended, and One Hundred Fifteen Dollars (\$115.00) for each day's service not to exceed Six Hundred Ninety Dollars (\$690.00) per month as provided in Government Code §61047 and Chapter 2 commencing with Section 20200 of Division 10 of the Water Code. Traveling and such other necessary expenses actually incurred in performing District Duties shall be reimbursed, and such reimbursement shall be in addition to the compensation specified herein consistent with the authorized Reimbursement and Travel Policy.

Section 3. Vacancies

- A. Vacancies on the Board shall be filled in accordance with Government Code § 1780.
- B. Vacancies shall be deemed to exist as provided in Government Code § 1770.

Section 4. Resignation

A Director may resign at any time by giving written notice to the Board, to the President, or to the Secretary of the Board. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE IV

OFFICERS

Section 1. Elected Officers

The elected officers shall be chosen by the Board from among the five (5) members of the Board and shall consist of a President (who may be called "Chair"), a Vice-President (who may be called "Vice-Chair"), and a President Pro-Tempore.

Section 2. Terms and Responsibilities of Elected Officers

Elected Officers of the Board, as provided in Article IV, Sec. 1, shall be elected by the Board at the January meeting and shall serve for one (1) year, said term to commence upon election. All elected officers shall be eligible to serve successive terms, except that the President shall be eligible to serve not more than two (2) full successive terms as President.

A. General Responsibilities of the Board President

1. Shall preside at all meetings of the board and such other meetings approved by the Board, and have authority to call for short recesses during meetings unless a majority of the Directors by vote oppose a recess.
2. Cooperatively work with the General Manager/Board Secretary and Staff on the preparation of CSD Meeting Agendas and its contents.
3. Shall serve as official spokesperson for the Board.
4. Shall appoint such committees and other working groups as confirmed by the Board.
5. Shall designate Directors or others to represent the Board at various meetings, hearings, and conferences, as confirmed by the Board. May co-sign all checks for warrants approved by the Board.
6. Shall perform such other duties as necessary to carry out the work of the Board.
7. Shall perform such duties as prescribed by law.

B. General Responsibilities of the Vice-President

1. Shall serve in the absence of the President.

C. General Responsibilities of the President Pro-Tempore

1. Shall serve in the absence of the President and the Vice-President.

ARTICLE V

APPOINTED OFFICERS

Section 1. Appointed Officers

- A. The appointed officers of the District shall be General Manager, and a Secretary, who may be the same person, but neither of whom shall be a Director. The duties of the appointed officers shall be as specified in law, and as directed by the Board.
- B. Pursuant to Government Code §61050(b), the treasurer of the County of Contra Costa shall serve as the District Treasurer, and shall be the depository and have the custody of all of the district's money except those accounts that are authorized under the Community Services District laws and/or in effect prior to January 1, 2006.

The Board may appoint such other officers as it deems necessary.

Section 2. General Responsibilities of the General Manager

- A. Appraise and evaluate the effects of the Board policies and the manner of their execution, and the efficiency of District personnel in terms of services rendered to the people of the District.
- B. Provide leadership to staff in identifying District needs, establishing priorities and determining the objectives, which will achieve the established goals of the District.
- C. Encourage and assist staff in the performance of their duties and encourage their professional growth.
- D. Ensure evaluation of personnel under his/her direction.
- E. Interpret and publicize the programs and services of the District for and to the public.
- F. Provide financial oversight of the District and Contra Costa County pursuant to funds on deposit at that agency.
- G. Lead the District management team in the preparation of the budget, control of expenditures, inventory control, program planning, changing priorities and public relations.
- H. Perform the function of the District's Public Information Officer.
- I. Participate in community activities.
- J. Continue a program of professional development to assure and enhance staff's professional growth.
- K. Keep the Board informed of all communications affecting the District.

Section 3. General Responsibilities of the Secretary of the Board

- A. Certify official documents and letters as required.
- B. Maintain the official files and records of the Board.
- C. Prepare the agenda for the Board meetings.
- D. Prepare and distribute minutes of the meeting of the Board.
- E. Maintain historical record and newspaper articles.
- F. Post agendas, minutes, public notices and proposed action documents as required by Board and government regulations.

ARTICLE VI

MEETINGS

Section 1. Regular and Special Meetings

- A. The Board shall hold a regular meeting on the first (1st) and third (3rd) Wednesdays of each month, at the District Office located at 1800 Willow Lake Road, Discovery Bay, California 94505. Such regular meetings shall be for considering reports of the affairs of the District and for transacting such other business as may be properly brought before the meeting. Such meetings may be altered as to date, time and place, as provided for in a Resolution adopted by the Board.
- B. Special meetings may be called in accordance with the California Ralph M. Brown Act of 1953, as amended (hereafter Brown Act).

All meetings shall be conducted in accordance with the Brown Act.

Section 2. Quorum

The Board shall be empowered to conduct the business of the District whenever there is present at a properly called meeting, a quorum, as defined as comprising a majority of the existing Directors; normally three (3); except as otherwise provided by law. Pursuant to Government Code §61045, the affirmative votes of three (3) members of the Board are required for action to be taken.

Section 3. Voting

- A. Voting shall only be conducted at proper noticed meeting where a quorum has been established and members are physically present.
- B. Voting shall be by voice, show of hands, or roll call vote.
- C. Any vote that is other than unanimous shall be recorded by name of the voting member and whether the member voted "AYE", "NO" or "ABSTAIN".

Section 4. Notice of Regular and Special Meetings

- A. Notices of Regular Meetings shall be pursuant to the Brown Act. Such notices shall specify the place, the day, and the hour of the meeting and accompanying the notice shall be a copy of the agenda for that meeting.
- B. Notices of Special Meetings shall be pursuant to the Brown Act. In the case of special meetings, the notice, written or by telephone, shall specify the specific nature of the business to be transacted.

ARTICLE VII

PAYMENTS, CONTRACTS, AND REPORTS

Section 1. Payments

All checks, warrants, drafts, or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of, or payable to, the District, shall be signed or endorsed by both the President and Vice President, or by the President Pro-Tempore, and one other Director, or, in the absence of the elected officers, any two (2) Directors.

Section 2. Contracts

The Board, except as in the Bylaws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of, and on behalf of, the District. Such authority may be general or confined to specific instances. Unless so authorized by the Board, no officer, agent, or employee shall have any power or authority to bind the District by any contract or engagement, to pledge its credit, or to render it liable for any purpose or to any amount.

Section 3. Reports

The Board shall prepare and cause to be sent an annual water quality report to the residents of the District.

ARTICLE VIII

PARLIAMENTARY AUTHORITY

Rosenberg's Rules of Order, current edition or such other authority as may be subsequently adopted by resolution of the Board is to apply to all questions of procedure and parliamentary law not specified in these Bylaws or otherwise by law. All motions made at Board meetings shall require a second to the motion prior to the Directors voting. The President of the Board may unilaterally call for a recess at any time during a Regular or Special Meeting of the Board. The Board President may unilaterally adjourn the meeting unless a majority of the Board votes to continue the meeting.

ARTICLE IX

AMENDMENTS

The Bylaws may be repealed or amended, or new Bylaws may be proposed, by resolution and the affirmative vote of at least three (3) members of the Board at any regular meeting of the Board, provided notice of such proposal shall be in compliance with the Brown Act, as amended.



Town of Discovery Bay

Program Area: Finance	Policy Name: Investment Policy	Policy Number: 003
Date Established: July 1, 1998	Date Amended: January 18, 2012	Resolution: 2012-02

A. Purpose

The purpose of the Investment Policy for the Town of Discovery Bay Community Services District, hereinafter District, is intended to establish the guiding principles and provide direction to the General Manager for the prudent and beneficial investment of all funds and monies of the District. Any reference to the financial investment portfolio shall mean the total District cash and securities under management by Contra Costa County on behalf of the District.

B. Authority

Pursuant to California Government Code §61050(b), the Contra Costa County Treasurer shall serve as the Treasurer of the District.

The Contra Costa County Treasurer directs investments pursuant to the Contra Costa County Investment Policy, adopted pursuant to Board of Supervisor action on June 21, 2011. The Contra Costa County Investment Policy is included as a part of this Policy and shall serve as the prevailing Investment Policy of the District.

Government Code §56301(see Exhibit A) and related subsections permits the types of investments allowed in California for local public agencies. Investment regulations emphasize preservation of capital and are conservative in nature. The authority to invest as defined in the Government Code is delegated to the local agency's legislative board for re-delegation to its General Manager.

C. Contra Costa County Governance

The District is restricted regarding the investment process and its investments are administered and managed by the Contra Costa County Investment Policy. The Town of Discovery Bay CSD is limited to *electing the investment type, determining the duration of that investment, and directing the amount to be invested*. The Contra Costa County Treasurer directs investments in accordance with the Contra Costa County Investment Policy.

D. Basic Policy and Objectives

The District's Investment policy is a conservative policy guided by the following four (4) principles of public investment fund management.

1. Prohibition of Risk. Investments shall not include any funds in inverse floater, or any security that could result in zero or negative interest accrual if held to maturity, or range notes, or interest-only

strips that are derived from a pool of mortgages as to eliminate financial risk. (*see Exhibit "A" for a list of Permitted Investments*)

2. Safety of Principal. Investments shall be undertaken in a manner which first seeks to preserve portfolio principal.

3. Liquidity. Investments shall be made with maturity dates that are compatible with cash flow requirements and which will permit easy and rapid conversion into cash, at all times, without substantial loss of value.

4. Return on Investment. Investments shall be undertaken to produce an acceptable rate of return after the first consideration for principal and liquidity.

E. Management of Investments

Pursuant to Government Code §61050(b), the Treasurer of Contra Costa County serves as Treasurer of the District and is therefore responsible for overseeing the District's investment portfolio. The District is, however, responsible for directing the Treasurer as to the authorized types of investments, maturity dates, and amount in each investment vehicle. It is the Policy of the District to ensure that all District investments adhere to the following four (4) tenants of investment security:

a. Diversification. TODBCSD shall maintain a portfolio of authorized investments with diversified maturities, issuers and security types to avoid the risk inherent in over investing in any one sector.

b. Reporting Requirements. Annually the General Manager will report the Return on Investment (ROI) to the Board of Directors for review.

c. Performance Assessment. An assessment and overall gauge of the health of the investment portfolio shall be conducted annually to evaluate the effectiveness of the TODBCSD's investment program. The purpose of this review, in addition to evaluation of performance, is to provide the platform and possible recommendations for change and improvement to the portfolio to the Board of Directors.

d. Conflicts. In the event any provision of this Investment Policy is in conflict with any State or Federal statute, the provisions of each statute shall govern.

Exhibit "A" Permitted Investments

Allowable investment instruments per state government code (as of January 1, 2011)

Applicable to all local agencies:

Investment Type	Maximum Maturity	Maximum Specified % of Portfolio	Minimum Quality Requirements
Local Agency Bonds	5 Years	None	None
U.S. Treasury Obligations	5 Years	None	None
State Obligations CA and Others	5 Years	None	None
CA Local Agency Obligations	5 Years	None	None
Bankers' Acceptances	180 Days	40%	None
Commercial Paper - Select Agencies	270 Days	25% of the Agency's Money	"A-1" if the issuer has issued long-term debt it must be rated "A" without regard to modifiers"
Commercial Paper - Other Agencies	270 Days	40% of the Agency's Money	"A-1" if the issuer has issued long-term debt it must be rated "A" without regard to modifiers"
Notable Certificates of Deposit	5 Years	30%	None
CD Placement Service	5 Years	30%	None
Repurchase Agreements	1 Year	None	None
Reverse Repurchase Agreements and Securities Lending Agreements	92 Days	20% of the Base Value of the Portfolio	None
Medium Term Notes	5 Years	30%	"A" Rating



Town of Discovery Bay

Program Area: Board	Policy Name: Board Policy	Policy Number: 004
Date Established: June 19, 2002	Date Amended: November 2, 2011	Resolution: 2011-22

PURPOSE

The purpose of the elected Board of Directors of the Town of Discovery Bay, a multipurpose independent special district, is to represent the residents within its boundaries in any and all matters covered under the California Government Code relating to a Community Services District.

In addition to the purposes listed in the Government Code, the District has been ordered by LAFCO and the Board of Supervisors to perform an advisory role for the residents of Discovery Bay. This role includes, but is not limited to, advising the County in matters of land use planning, zoning, compliance, roads and streets, lighting, landscaping, parks and public safety services.

I. BOARD OF DIRECTORS

The governing body of the Town of Discovery Bay is a Board of Directors comprised of five (5) Board members elected by the registered voters of the District to serve four (4) year staggered terms. During the elections every two (2) years, either two (2) or three (3) Directors are elected to serve the District for the next four (4) years.

Yearly the Board of Directors elects a President, Vice-President and President Pro-Tempore. The President of the Board chairs the meeting, performs such duties as prescribed by State or Federal law and such other duties as prescribed by Board Policy or the established Bylaws of the Town of Discovery Bay. In the event of the President's absence, the Vice-President performs said duties. In the event of the President and Vice-President's absence, the President Pro-Tempore performs said duties.

II. POWER OF THE BOARD

The Board of Directors recognizes its duty to formulate and approve the policy program for the operation, control, administration and planning of the District's facilities and activities of the District.

Board meetings shall be noticed and shall take place pursuant to the Ralph M Brown Act of 1953, as amended (hereafter, Brown Act).

The parliamentary procedure for conducting all meetings will be Rosenberg's Rules of Order.

The Board meets its obligations to the electorate by performing as a legislative, administrative and control body.

The Board may have standing committees and may appoint ad hoc committees as the need arises. The District's General Manager or Designee may serve as staff support to those committees. In the discharge of their duties, Directors shall comply with all applicable local, state and federal laws, including ethics trainings as required by AB1234.

III. RESPONSIBILITIES

A. Responsibilities of the Board of Directors:

- 1.** To select a General Manager as the Board's chief administrative officer and professional advisor and properly delegate to him or her the authority and responsibility to execute its' policies, enforce its rules and regulations, and administer the facilities, programs, and services of the District. Provide the General Manager with the necessary personnel and resources to carry out his or her responsibilities.
- 2.** To adopt a District budget that provides the best possible facilities, programs, and services, within the limits of fiscal responsibility, to the people of the District.
- 3.** To adopt a comprehensive set of Board policies and administrative procedures to govern the operation of the District. These policies and procedures shall be amended and revised as appropriate and shall be compiled and published in a Board Policies Manual. The District shall keep at its offices a master copy of such manual, which shall be kept for all purposes the official record of the Board policies of the District.
- 4.** By motion, resolution, or ordinance conduct the business of the District, taking those actions that ensure that satisfactory services are provided throughout the community.
- 5.** Keep informed on agenda items and on-going business of the Board.
- 6.** Be well informed on the provisions of laws, ordinances and resolutions as they affect conduct of the District and the Board.
- 7.** Attend meetings with promptness and regularity.
- 8.** Elect officers and confirm standing and ad hoc committee members and District representatives to external agencies.
- 9.** Initiate, review and approve plans that will satisfy future requirements, including a long-range plan (five (5) to ten (10) years).
- 10.** Review and act upon plans and recommendations submitted by the Board committees and the General Manager. This action includes adoption, rejection, amendment or return to committee.

11. Single Board members will not represent the whole of the Board in other open or closed meetings without prior sanction by the majority direction of the Board.

B. GENERAL CONDUCT OF BOARD OF DIRECTORS AND OFFICERS

1. No member of the Board or Officers of the District shall:

- a. Represent his or her position as that of the Board unless the Board has acted upon that position.
- b. Make unsolicited statements to anyone other than the Board during Board deliberations.
- c. Issue any writings or statements to the press or public without clearly distinguishing which statements are his or her own and which are established Board positions.

2. Preparation and Commitment:

- a. Shall respect the Board's commitment to work through the General Manager by requesting desired information about the District's programs/activities directly from him/her, by referring to him/her suggestions for new policies, for his/her professional advice, by refraining from acting on any complaint until after the General Manager has had an opportunity to investigate fully and report to the Board, and by wholeheartedly supporting Board approved actions of the General Manager and his/her staff.
- b. Accept the principle of Board unity or consensus by supporting majority decisions of the Board.
- c. Shall make decisions involving the welfare of the District based on factual information and evidence recognizing that personal feelings, opinions and other such factors are not conducive to sound decision making.
- d. Come prepared, ready to ask questions and make decisions.
- e. Do what is agreed upon.
- f. Respect confidentiality of Closed Session agenda items.
- g. Contact the General Manager prior to meeting for more information, if needed.

C. ADDITIONAL RESPONSIBILITIES OF THE BOARD MEMBERS

1. Orientation of Board Members

- a. The Board of Directors recognizes its responsibility in helping and assisting a newly elected or appointed Board member to understand the operation of the District as well as the roles and responsibilities of a member of the Board. The Board and General Manager shall assist each new member-elect to understand the Board functions, policies, procedures, roles, duties and responsibilities of members of the Board. The following methods shall be employed:
- b. The new member shall be given selected material on the duties and responsibilities associated with Board membership. These materials shall include, but are not limited to: The Government Code

dealing with Community Services Districts, the Ralph M. Brown Act, the California Public Records Act, Board Policies, and any pertinent publications issued by the California Special Districts Association, the California Parks and Recreation Society and other agencies, as needed.

- c. As soon as practical after the new Board member assumes office, an orientation meeting with General Manager will be held prior to the first Board meeting to acquaint the new member with details of District operations.
- d. The incoming member may meet with the General Manager and members of his staff to discuss services they perform for the Board and the District.

2. Policy Violations

- a. Board Members who intentionally or repeatedly do not comply with this Policy may be reprimanded or formally censured by the Board of Directors.

D. Responsibilities of a Committee Chairperson

- 1. Undertake the specific tasks or assignments as established by the Board or Board President together with the participation of the other members of the committee.
- 2. Plan and schedule the necessary activities and obtain commitments for the necessary resources to complete the assignment.
- 3. Present a report on status and progress to the Board at appropriate times as designated by the President.
- 4. Prepare recommendations and justification for any proposed action and submit to the Board for decision and implementation when approved.
- 5. Provide overall leadership of the committee.
- 6. Perform the duties of a Board member if appropriate.



Town of Discovery Bay

Program Area: Administrative	Policy Name: Personnel Manual	Policy Number: 005
Date Established: August 20, 2003	Date Amended: September 19, 2013	Resolution: 2013-20

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ARTICLE 1 INTRODUCTION

Section 1.1. Personnel Manual. This Manual is intended to help employees become better acquainted with the Town of Discovery Bay (“Town”). It describes, in general terms, many of the Town’s employment guidelines. It is not intended to be an official policy and procedures manual, however, in the event this manual conflicts with a subsequent official adopted policy or administrative procedure, the adopted policy or administrative procedure shall override this document.

The Town reserves the right to make changes to this Manual (see Manual Revisions, below). Employees are responsible for knowing about and understanding those changes once they have been disseminated. The Town also reserves the right to interpret the provisions of this Manual. For this reason, employees should check with their supervisors to obtain information regarding specific employment guidelines, practices, policies, or procedures.

Because employment at the Town is “at will” (see Guideline 2.03), employees should not interpret anything in this Manual as creating a contract or guarantee of continued employment.

Section 1.2. Manual Revisions. The Town reserves the right to make changes to this Manual and to any employment policy, practice, work rule, or benefit, at any time without prior notice. However, any such change is effective only if it is in writing, and is authorized by the Board of Directors. Except as otherwise provided in this Manual, no one has the authority to make any promise or commitment contrary to what is in this Manual. This Manual replaces all earlier Manuals and supersedes all prior policies, practices, and procedures.

Section 1.3. Manual Acknowledgement. Employees should sign the acknowledgement form at the back of this Manual, tear it out, and return it to their supervisors. This will provide the Town with a record that each employee has received this manual.

Section 1.4. Town of Discovery Bay. The Town is a community services district, organized under the California Government Code, and the creation of which was approved by the voters in 1997. It serves the residents of Discovery Bay, and is an independent special district. It is, in fact, a local government, and has the powers specified by law. It is governed by a Board of Directors (“Board”), consisting of five elected members. Pursuant to its formation documents, it also carries out the functions of the former Discovery Bay Municipal Advisory Committee.

Section 1.5. Equal Employment Opportunity. It is the Town’s policy to provide equal employment opportunity for all applicants and employees. The Town does not unlawfully discriminate on the basis of race, color, religion, sex (including pregnancy, childbirth, or related medical conditions), gender identity, national origin, ancestry, citizenship, age, physical or mental disability, legally protected medical condition or information, genetic information, family care status, military caregiver status, veteran status, marital status, domestic partner status, sexual orientation, or any other basis protected by local, state, or federal laws. When necessary, the Town also makes reasonable accommodations for disabled employees and for pregnant

employees who request an accommodation, with the advice of their health care providers, for pregnancy, childbirth, or related medical conditions.

The Town prohibits sexual harassment and the harassment of any individual on any of the other bases listed above. For information about the types of conduct that constitute impermissible harassment, the Town's internal procedures for addressing complaints of harassment, the legal remedies available through and complaint procedures of the appropriate state and federal agencies and directions on how to contact these agencies, please refer to the Town's Policy Against Harassment located at page 2 of this Manual.

This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, disciplinary action, and social and recreational programs. It is the responsibility of every manager and employee to conscientiously follow this policy. Any employee having any questions regarding this policy should discuss them with his or her immediate supervisor or the General Manager.

Section 1.6. Employment at Will. All employment at the Town is "at-will." This means that both employees and the Town have the right to terminate employment at any time, with or without advance notice, and with or without cause. Employees also may be demoted or disciplined and the terms of their employment may be altered at any time, with or without cause, at the discretion of the Town. No one other than a majority of the Board of Directors has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this at-will status. Any such agreement must be in writing and must be signed by the President of the Board and by the affected employee, and must express a clear and unambiguous intent to alter the at-will nature of the employment relationship.

Section 1.7. Policy Against Harassment.

A. Purpose of Policy. The Town is committed to providing a workplace free of unlawful harassment. This includes sexual harassment (which includes harassment based on gender, gender identity, pregnancy, childbirth, or related medical conditions), as well as harassment based on such factors as race, color, creed, religion, national origin, citizenship, ancestry, age, physical disability, mental disability, medical condition, genetic information, marital status, sexual orientation, domestic partner status, family care or medical leave status, veteran status, or any other basis protected by federal, state, or local laws. The Town strongly disapproves of and will not tolerate harassment of employees by managers, supervisors, or co-workers. Similarly, the Town will not tolerate harassment by its employees of non-employees with whom the Town employees have a business, service, or professional relationship. The Town also will attempt to protect employees from harassment by non-employees in the workplace.

B. Harassment Defined. Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with an employee's work performance. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2)

submission or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

Harassing conduct can take many forms and may include, but is not limited to, the following (when based upon an employee's protected status as noted above: slurs, jokes, statements, gestures, assault, impeding or blocking another's movement or otherwise physically interfering with normal work, pictures, drawings, or cartoons, violating someone's "personal space," foul or obscene language, leering, stalking, staring, unwanted or offensive letters or poems, offensive email or voicemail messages.

Sexually harassing conduct in particular may include all of these prohibited actions, as well as other unwelcome conduct, such as requests for sexual favors, conversation containing sexual comments, and other unwelcome sexual advances. Sexually harassing conduct can be by a person of either the same or opposite sex.

C. Reporting And Investigating Harassing Conduct. Any incidents of harassment, including work-related harassment by any Town personnel or any other person, should be reported immediately to the employee's supervisor or to the General Manager. Supervisors and managers who receive complaints or who observe harassing conduct should immediately inform the General Manager. The Town emphasizes that an employee is not required to complain first to his or her supervisor if that supervisor is the individual who is harassing the employee. If it is desired to make a complaint about the General Manager, the employee may report directly to the President of the Board.

Every reported complaint of harassment will be investigated thoroughly and promptly. The investigation will be handled in as confidential a manner as possible consistent with a full, fair, and proper investigation.

In addition to notifying the Town about harassment or retaliation complaints, affected employees may also direct their complaints to the California Department of Fair Employment and Housing ("DFEH"), which has the authority to conduct investigations of the facts. The deadline for filing complaints with the DFEH is one year from the date of the alleged unlawful conduct. If the DFEH believes that a complaint is valid and settlement efforts fail, the DFEH may seek an administrative hearing before the California Fair Employment and Housing Commission ("FEHC") or file a lawsuit in court. Both the FEHC and the courts have the authority to award monetary and non-monetary relief in meritorious cases. Employees can contact the nearest DFEH office or the FEHC at the locations listed in the Town's DFEH poster or by checking the State Government listings in the local telephone directory.

D. Corrective Action. The Town will not tolerate retaliation against any employee for making a good faith complaint of harassment or for cooperating in an investigation. If harassment or retaliation is established, the Town will take corrective action. Corrective action may include, for example: training, referral to counseling, or disciplinary action ranging from a verbal or written warning to termination of employment, depending on the circumstances.

Section 1.8. Applicability. This Personnel Manual applies to all employees of Town, except where inconsistent with a written contract of employment approved by the Board.

ARTICLE 2 EMPLOYMENT STATUS

Section 2.1. Employee Classifications. Employee classifications are as follows:

A. Regular Full-Time Employees. An employee who is regularly scheduled to work not less than thirty (30) hours per week for a period of indefinite duration is referred to as a regular full-time employee. A regular full-time employee is eligible for the benefits described in this Manual.

B. Regular Part-Time Employees. An employee who is regularly scheduled to work less than thirty (30) hours per week for a period of indefinite duration is referred to as a regular part-time employee. Regular part-time employees are eligible for benefits only as specifically described in this Manual.

C. Part Time, Seasonal, and Temporary Employees. Part Time, Seasonal, and Temporary Employees (“PST Employees”) are persons hired to work on special projects or assignments with the understanding that such work will be completed within a specified period of time. When the need arises, the Town may hire employees for a temporary period or contact out, and may use a temporary staffing contract service or agency independent of the Town. PST Employees do not become regular employees as a result of the passage of time. PST Employees are not eligible for the benefits described in this Manual.

D. Exempt/Non-Exempt Employees. Exempt employees are those employees who are exempt from earning overtime compensation; non-exempt employees are those employees eligible for overtime compensation in accordance with the provisions of applicable wage and hour laws. Overtime compensation requirements are set forth in the section of this Manual entitled “Hours of Work and Overtime”. The employment positions of the General Manager, Finance Manager, Parks and Landscape Manager, and Water and Wastewater Manager are exempt. Other positions may or may not be exempt, and the status of the employee in that position will be established at the time of hiring, depending on the duties and responsibilities of the position.

E. Hiring Powers. The General Manager and Legal Counsel are hired by and serve at the pleasure of the Board. All other employees of the Town are hired by and serve at the pleasure of the General Manager, subject to this Manual and Board approval of the authorized position schedule. The authorized position schedule is located within the Town’s annual budget.

ARTICLE 3
HOLIDAYS, VACATION, LEAVES OF ABSENCE

Section 3.1. Holidays. The Town observes the following standard holidays:

New Year's Day
Martin Luther King, Jr. Day
President's Birthday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Friday Following Thanksgiving
Christmas Eve
Christmas Day
Floating Holiday

Employee's Birthday (To be taken within two weeks before or two weeks after the Birthday)

A. Eligibility. Unless otherwise provided in this policy, all regular full-time employees will receive time off with pay at their normal base rate unless otherwise provided in this Manual. Regular part-time employees receive holiday time off, with pay pro-rated according to the number of weekly hours they are scheduled to work. PST Employees are not eligible for paid holiday benefits. Moreover, all employees are ineligible for holiday benefits while they are on leave of absence.

B. Weekends and Vacations. Holidays are to be taken on the day they occur. Holidays (including an Employee's Birthday holiday) which fall on Saturday will be observed the preceding Friday, and those which fall on Sunday will be observed the following Monday. The use of the Birthday holiday must be approved in advance by the employee's supervisor and must be taken two weeks before or two weeks after the Birthday. This requirement may be waived at the discretion of the General Manager with prior written approval. If an employee's birthday falls on the day of an already recognized holiday set forth in this section, the Birthday holiday may be used on the day preceding or following the already recognized holiday at the discretion of the General Manager. Holidays that occur during an eligible employee's vacation will not be counted as vacation days taken.

C. Pay In Lieu of Time Off. The Town may, in its sole discretion, require some or all employees to work on Town-observed holidays, in which case the Town will provide pay in lieu of time off.

Section 3.2. Vacation Policy. The Town provides vacation benefits to eligible employees to enable them to take paid time off for rest and recreation. The Town believes this time is valuable for employees in order to enhance their productivity and to make their work experience with the Town personally satisfying.

A. Vacation Accrual. All regular full-time employees, whether exempt or nonexempt, are eligible to accrue vacation benefits based on their continuous service, measured from the date of hire. All regular part-time employees are eligible to accrue vacation benefits on a pro rata basis, according to the number of weekly hours they are scheduled to work. “Continuous length of service” is defined as service that is uninterrupted by termination of employment and subsequent rehire by the Town or a break in service that has been bridged. No vacation may be taken during the first year of service, unless otherwise permitted by the General Manager. Vacation accrues according to the following schedule:

Years of Continuous Service	Vacation Accrual
Date of hire through the first year	5/12 of one day for each full month worked up to a maximum of 5 days (40 hours) per year.
Second year through fifth year	10/12 of one day for each full month worked up to a maximum of 10 days (80 hours) per year.
Sixth year through tenth year	15/12 of one day for each full month worked up to a maximum of 15 (120 hours) days per year.
Eleventh year and thereafter	20/12 of one day for each full month worked up to a maximum of 20 (160 hours) days per year.

B. PST Employees. PST employees do not accrue vacation benefits.

C. Maximum Accrual. Vacation accruals may not exceed 2 times an employee’s current annual entitlement (e.g., Maximum Accrual: 40 days for an employee with more than ten years of service. Once this maximum is reached, all further accruals of vacation will cease. Vacation accruals will recommence after the employee has taken vacation and his or her accrued hours have dropped below the maximum.

D. Pay in Lieu of Vacation. No employee will receive pay in lieu of vacation except on the termination of his or her employment, as described in Paragraph F, below, unless the employee has deferred his or her vacation at the Town’s request.

E. Vacation Accrual During Periods of Leaves of Absence. Employees do not accrue vacation during an unpaid leave of absence. Vacation accruals recommence when the employee returns to work from an unpaid leave of absence. Employees will continue to accrue vacation during paid leaves of absence or while on disability salary continuation.

F. Vacation Pay on Termination. On termination of employment, employees are paid all accrued but unused vacation through their last day worked at their base rate of pay at the time of termination.

G. Vacation Approval. All vacations must be approved in advance by the employee's immediate supervisor.

H. Vacation Scheduling. Scheduling of vacations is to be done in a manner consistent with the Town's operational requirements. Vacation requests should be submitted by employees to their immediate supervisor for approval at least four (4) weeks prior to the commencement of a vacation period. This requirement may be waived in writing at the discretion of the General Manager. Vacation requests may be disapproved or rescheduled to accommodate the Town's operational requirements.

I. Vacation Advances. An employee is not permitted to borrow on future accrual of vacation benefits. If an employee has used any vacation days before they have been accrued and their employment with the Town is then separated, the overdrawn amount must be repaid to the Town upon separation.

J. Holidays Occurring During Vacation. If an observed Town holiday (*see* guideline entitled "Holidays") occurs during an employee's scheduled vacation, no deduction from accrued vacation will be made for the holiday. An employee may add to his or her vacation period by using the holiday in place of accrued vacation time.

Section 3.3. Sick Leave. In order to help prevent loss of earnings that may be caused by accident or illness, the Town has established paid sick leave.

A. Eligibility. All regular full-time employees are eligible for 3.08 hours of sick leave each pay period, or ten (10) days per year. Regular part-time are eligible to accrue sick leave on a pro-rata basis. PST Employees are ineligible to earn or receive sick leave benefits.

B. Use. Sick leave may be taken for a personal illness, an emergency, a disability, or for a family care or medical leave as described in the Town's "Leaves Of Absence" policy. Eligible employees may also use sick leave to attend to an illness of a child, parent, spouse, domestic partner, stepparent, stepchildren, in-law, grandparent, or grandchild of the employee. Additionally, hours missed for medical and dental appointments will be treated as sick leave. Sick leave must be taken by eligible employees in increments of at least one hour. The Town retains the right to request verification from a licensed health care provider for all absences due to illness or disability. Sick pay may be withheld if the employee does not provide a satisfactory verification.

C. Compensation For Sick Leave. Eligible employees will receive pay at their normal base rate for any sick leave taken. No employee will receive pay in lieu of sick leave under any circumstances, and employees will not be paid for any accrued but unused sick leave upon termination of employment.

D. Accrual Of Sick Leave. Regular full-time employees accrue 3.08 hours of sick leave per pay period and regular part-time employees accrue sick leave on a *pro rata* basis. Eligible employees may carry over accrued but unused sick leave from one calendar year to the

next. However, sick leave may only be accumulated up to a total of 160 hours. Employees will not accrue sick leave during any unpaid leave of absence.

E. Approval. Whenever possible (e.g., for a scheduled doctor's or dentist's appointment), employees must seek approval from their immediate supervisor prior to taking their sick leave. Otherwise, the employees must notify their immediate supervisor as soon as practicable and, in no event, later than one hour after their scheduled starting time.

F. Coordination of Sick Leave Benefits With Other Benefits. The Town will pay sick-leave benefits to an eligible employee during the normal three-day waiting period before the employee is paid workers' compensation benefits pursuant to the applicable state or federal law governing the industrial injury or illness. Similarly, the Town will pay sick-leave benefits during the normal seven-day waiting period before the eligible employee is paid benefits from the State Disability Insurance (SDI) program or another insured unemployment disability plan. Following the three-day and seven-day waiting periods specified above, an employee will continue to receive accrued sick pay, less the disability benefits actually received or the disability benefits that would have been received had the employee made timely application to the appropriate agency.

Section 3.4. Leaves of Absence.

A. Introduction. The Town provides (1) family care, medical, and military family leave for up to 12 or 26 weeks per year, depending on the reason, see section II(D), in accordance with California's Family Rights Act ("CFRA") and the federal Family and Medical Leave Act of 1993, as amended ("FMLA"); (2) pregnancy leave for up to four months in accordance with the California Fair Employment and Housing Act ("FEHA"); (3) disability leave as required to reasonably accommodate employees with a workplace injury or a qualified disability under the Americans with Disabilities Act ("ADA") or the FEHA; and (4) leave for other legally required absences as set forth below. Employees having any questions regarding this policy should contact the General Manager.

B. Family Care, Medical and Military Family Leave.

(1) Eligibility. To be eligible for family care, medical, and military family leave, an employee must (1) have worked for the Town for at least twelve months prior to the date on which the leave is to commence; and (2) have worked at least 1,250 hours in the twelve (12) months preceding the leave.

An employee returning from fulfilling his or her National Guard or Reserve military obligation will be credited with the hours of service that would have been performed but for the period of military service in determining the 1,250 hours of service.

In the case of a pregnancy disability or other legally protected disability or medical condition or work-related injury, an employee may not need to satisfy all of the above requirements. In such circumstances, the employee should contact a Human Resources professional for clarification about his or her rights for other types of leave.

(2) Permissible Uses of Family Care, and Medical Military Leave.

“Family care and medical leave” may be requested for (1) the birth or adoption of an employee’s child; (2) the placement of a foster child with the employee; or (3) the serious health condition of an employee’s child, registered domestic partner, spouse, or parent; or (4) an employee’s own serious health condition.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

“Military exigency leave” may be requested when there is a qualifying military exigency as defined by the U.S. Department of Labor arising out of the fact that an employee’s spouse, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces. Qualifying military exigencies include the following:

(a) *Short-notice deployment* where the employee may take leave to attend any issue that arises from the fact that a covered military member is notified of an impending call or order to active duty seven or less calendar days prior to the date of deployment. Leave taken for this purpose can be used for a period of seven calendar days beginning on the date the covered servicemember receives the notification.

(b) *Military events and related activities* where the employee may take leave to attend to any official ceremonies, programs or events related to the call to active duty and to attend to family support, assistance programs, or informational briefings related to the call to active duty.

(c) *Childcare and school activities* where the employee may take leave to arrange for alternative childcare or to provide childcare on an urgent, immediate need basis when the need arises from the call to active duty, to enroll or transfer a child to a new school, to attend meetings with school or daycare facility staff regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors.

(d) *Financial and legal arrangements* where the employee may take leave to make or update financial or legal arrangements related to the covered servicemember’s absence, such as preparing powers of attorney, wills, transferring bank accounts, and the like, or appearing or acting on behalf of the absent servicemember in matters related to military benefits.

(e) *Counseling* where the employee may take leave to attend counseling, the need for which arises from the call to active duty of the covered servicemember.

(f) *Rest and recuperation* where the employee may take up to five days of leave to spend time with a covered servicemember each time the servicemember is on short-term rest and recuperation leave during the period of deployment.

(g) *Post-deployment activities* where the employee may take leave for a period of up to 90 days following the termination of the deployment to attend arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs provided by the military, or to address issues that arise out of the death of a covered servicemember.

(h) *Additional activities* where the employee may take leave to address other events that arise out of the call to active duty as the Town and the employee may agree as to both timing and duration.

“Military caregiver leave” may be requested to care for a covered servicemember if the employee is the covered servicemember’s spouse, child, parent, or next of kin. For purposes of this leave, a covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, or a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the five years preceding the date on which the veteran undergoes medical treatment, recuperation, or therapy.

(3) Substitution of Paid Leave. Employees are required to substitute accrued vacation time and other paid personal leave (except sick leave) for all family care, medical leaves, and military leaves. Employees are required to substitute sick leave only for the employee’s own medical leaves. Employees may elect to substitute sick leave to attend to an illness of a child, parent, spouse or domestic partner of the employee or for other types of family care leave.

(4) Amount of Leave.

(a) Family Care, Medical, and Military Caregiver Leave. Provided all the conditions of this policy are met, an employee may take a maximum of 12 weeks of family care, medical, and military exigency leave in a rolling 12-month period measured backwards from the date the employee’s leave commences.

Employees who are unable to work due to pregnancy disability will be granted the greater of 12 weeks leave or the amount of leave to which the employee may be entitled under California state law for a pregnancy-related disability or in connection with

childbirth. See Section III of this Guide. Family care leaves for the birth, adoption, or foster care placement of a child must be concluded within one year of the birth, adoption, or placement.

(b) Military Caregiver Leave. Provided all the conditions of this policy are met, an employee may take a maximum of 26 weeks of military caregiver leave in a single 12-month period, inclusive of the time the employee takes for a family care, medical, or military exigency leave during that period. This 12-month period will be measured forward from the first day leave is taken.

Spouses who are both employed by the Town may take a maximum combined total of 26 weeks in the 12-month period for the care of the servicemember and the birth, adoption, or foster care of their child or to care for an ill parent, provided that no more than 12 weeks of this combined 26-week period may be taken for reasons other than to care for the servicemember.

(c) Intermittent Leave. Medical leave for the employee's own serious health condition, family care leave for the serious health condition of the employee's spouse, parent, or child, and military caregiver leave may be taken intermittently or on a reduced schedule when medically necessary. Where the intermittent or reduced schedule leave is for planned medical treatment, the employee must make an attempt to schedule the treatment so as not to disrupt unduly the Town's operations. Where the family care leave is to be taken in connection with the birth, adoption, or foster placement of a child, the minimum duration for each period of leave is two weeks, except that the employee may request leave of less than two weeks duration on any two occasions. Military exigency leave also may be taken intermittently or on a reduced schedule.

(5) Leave's Effect on Pay. Except to the extent that other paid leave is substituted for family care, medical, and military family leave, leave under the FMLA and the CFRA is unpaid. However, employees may be entitled to California State Disability Insurance ("SDI"). Employees also may be entitled to Paid Family Leave ("PFL") for up to six (6) weeks in any twelve month period during leaves to care for qualifying family members. PFL provides a partial wage replacement for absences from work to care for a seriously ill or injured family member or for bonding with a minor child within one year of the birth or placement of the child in connection with foster care or adoption. Employee contributions provide funding for this program. PFL is administered like SDI by the California Employment Development Department. PFL must be taken concurrently with family care leave and does not entitle an employee to take any additional time off. In addition, an employee must use up to two weeks of any accrued but unused vacation before the employee will be eligible to receive PFL.

(6) Leave's Effect on Benefits. During an employee's family care, medical, and military family leave, the Town will continue to pay for the employee's participation in the Town's group health plans, if any, to the same extent and under the same terms and conditions as would apply had the employee not taken leave. Thus, the employee must continue to pay his or her share of the health plan premiums during the leave. If the employee substitutes paid leave for the unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make

arrangements with the Town for the payment of such premiums. All other benefits will be governed in accordance with the terms of each benefit plan and are the sole responsibility of the employee.

If the employee fails to pay his or her share of the premiums during leave, or if the employee fails to return from the leave at the expiration of 12 weeks (or 26 weeks in the case of a military caregiver leave) for a reason other than the recurrence, continuation, or onset of a serious health condition for which leave under this policy is allowed or other circumstances beyond the employee's control, the Town can recover any health plan premiums paid by the Town on the employee's behalf during any periods of the leave.

Employees on family care, medical, and military family leave accrue employment benefits such as sick leave, vacation benefits, or seniority only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.

Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

(7) Procedure for Requesting Family Care, Medical, and Military Family Leave.

(a) Notice Requirements. Employees must notify the Town of their request for family care, medical, military exigency, or military caregiver leave as soon as they are aware of the need for such leave. For foreseeable family care, medical, and military caregiver leave, the employee must provide 30 calendar days' advance notice to the Town of the need for leave. For events that are unforeseeable 30 days in advance, the employee must notify the Town as soon as is practicable and generally must comply with the Town's normal call-in or notice procedures. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee must make an attempt to schedule such treatment so as to avoid unduly disrupting Town operations, and may be requested to reschedule the treatment so as to minimize disruption of the Town's business.

If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the Town reserves the right to delay the taking of the leave until at least 30 days after the date the employee provides notice of the need for family care or medical leave.

All requests for family care, medical, military exigency, and military caregiver leave should include enough information to make the Town aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Town if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Any requests for extensions of leave under this policy must be received as soon as is practicable and must include the revised anticipated date(s) and duration of the leave. To the extent permitted by law, the Town reserves the right to deny requests for extensions or deny reinstatement to an employee who exceeds the leave amounts provided by this policy or fails to provide requested medical certification. In addition, if you have a disability, you may be eligible for leave under the Americans with Disabilities Act (“ADA”) or state law. For more detailed information on extended leaves, please contact the General Manager.

Once the Town is aware of the employee’s need for leave, it will inform the employee whether he or she is eligible under the FMLA. If the employee is eligible, the notice will specify any additional information required as well as the employees’ rights and responsibilities. If the employee is not eligible, the Town will provide a reason for the ineligibility.

(b) Certification. Any request for medical leave for an employee’s own serious health condition, for family care leave to care for a child, spouse, domestic partner or parent with a serious health condition or for a serious injury, or for military caregiver leave must be supported by medical certification from a health care provider. For military caregiver leave, the employee must provide confirmation of a family relationship to the seriously ill or injured servicemember. Employees generally must provide the required certification within 15 calendar days after the Town’s request for certification. For foreseeable leaves, employees must provide the required medical certification before the leave begins. When this is not possible, employees must provide the required certification within 15 calendar days after the Town’s request for certification, unless it is not practicable under the circumstances to do so, despite the employee’s good faith efforts.

The medical certification for a child, spouse, domestic partner or parent with a serious health condition or for the serious injury or illness of a qualifying service member must include (a) the date on which the serious health condition or serious injury or illness commenced; (b) the probable duration of the condition or injury or illness; (c) the health care provider’s estimate of the amount of time needed for family care; (d) the health care provider’s assurance that the health care condition or injury or illness warrants the participation of the employee to provide family care; and (e) in the case of intermittent or reduced schedule leave where medically necessary, the probable duration of such a schedule.

The medical certification for leave for the employee’s own serious health condition must include (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) a statement that, due to the serious health condition, the employee is unable to perform the essential functions of his or her position; and (d) in the case of intermittent leave or reduced schedule leave where medically necessary, the probable duration of such a schedule. In addition, the certification may, at the employee’s option, identify the nature of the serious health condition involved.

Failure to timely provide the required certification may result in the denial of foreseeable leave until such certification is provided. In the case of unforeseeable leaves, failure to timely provide the required certification may result in a denial of the employee’s

continued leave. Where the employee's need for leave due to the employee's own serious health condition, or the serious health condition of the employee's covered family member, lasts beyond a single leave year, the Town may require the employee to provide a new medical certification in each subsequent leave year. Any request for an extension of the leave also must be supported by an updated medical certification.

The Town has developed forms for use in obtaining medical certifications that satisfy the requirements of this policy. For military caregiver leave, the Town will accept Invitational Travel Orders ("ITOs") or Invitational Travel Authorizations ("ITAs") in lieu of its medical certification form.

It is the employee's responsibility either to furnish a complete and sufficient certification or to furnish the health care provider providing the certification with any necessary authorization from the employee or the employee's family member in order for the health care provider to release a complete and sufficient certification to the Town to support the employee's leave request.

Where permitted by law, if the Town has reason to doubt the validity of the medical certification provided by the employee, the Town may require the employee to obtain a second opinion from a doctor of the Town's choosing at the Town's expense. If the employee's health care provider providing the original certification and the doctor providing the second opinion do not agree, the Town may require a third opinion, also at the Town's expense, performed by a mutually agreeable doctor who will make a final determination. It is the employee's responsibility to furnish his or her health care provider with the necessary authorization for the disclosure of medical information to the doctor(s) who will provide the second and third opinions. If the employee fails to provide the necessary authorization, the request for leave may be denied, in accordance with applicable law.

(8) Designation of Protected Leave. Once the Town has enough information to determine whether the leave is FMLA-qualifying, the Town will inform the employee if leave will be designated as FMLA-protected and, if known at that time, the amount of leave that will be counted against the employee's leave entitlement. If the Town determines that the leave is not protected, the Town will notify the employee.

(9) Recertification. The employee taking leave because of his or her own serious medical condition or the serious medical condition of a family member may be required, except in cases of military caregiver leave, to provide the Town with recertification at appropriate intervals. For purposes of recertification, the employer may request the same information as allowed by law for the original certification. As part of that request, the Town may provide the health care provider with a record of the employee's absence pattern to confirm whether such a pattern is consistent with the need for leave. The employee must provide the requested recertification within 15 calendar days of such a request, unless it is not practicable to do so despite the employee's diligent, good faith efforts.

(10) Return to Work Certification. Where the leave is for the employee's own serious health condition, the Town requires employees to provide medical certification that he or she is fit for duty and able to return to work. The Town may delay restoring the employee to employment or terminate the employee without such certificate.

(11) Leave's Effect on Reinstatement. Employees timely returning from a leave covered under this policy are entitled to reinstatement to the same or equivalent position consistent with applicable law. The Town may deny reinstatement to employees who are among the highest paid ten percent of all employees employed by the Town within 75 miles of the employees' worksite and whose reinstatement would cause substantial and grievous economic injury to the Town's operations. An employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. The Town will comply with all applicable laws pertaining to reinstatement of employees, including where required, the reasonable accommodation of employees who have been on an approved leave.

The Town complies with applicable family care, medical leave, and military family leave laws. Under the FMLA it is unlawful for any employer to: interfere with, restrain, or deny the exercise of any right provided under the FMLA; or discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA. If an employer has done so, an employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. The FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights. If you have questions, or would like further clarification about your rights under the FMLA or other types of leave, please contact the Human Resources Department.

C. Pregnancy-Related Disability Rights.

(1) Leaves of Absence and Transfers. Any employee who is disabled on account of pregnancy, childbirth, or related conditions may take a pregnancy-related disability leave for the period of actual disability of up to four months, in addition to any family care or medical leave to which the employee may be entitled under Section 3.5 of this policy (Family Care, Medical and Military Family Leaves). Pregnancy-related disability leaves may be taken intermittently, or on a reduced-hours schedule, as medically necessary.

Moreover, an employee is entitled to a reasonable accommodation for pregnancy, childbirth, or related medical conditions if she so requests and provides the Town with medical certification from her health care provider. In addition to other forms of reasonable accommodation, a pregnant employee is entitled to transfer temporarily to a less strenuous or hazardous position or to less hazardous or strenuous duties if she so requests, the transfer request is supported by proper medical certification, and the transfer can be reasonably accommodated.

(2) Substitution of Paid Leave for Pregnancy-Related Disability Leave. An employee taking pregnancy-related disability leave must substitute any available sick pay for her leave and may, at her option, substitute any accrued vacation time for her leave. The

substitution of paid leave for pregnancy-related disability leave does not extend the total duration of the leave to which an employee is entitled.

(3) Leave's Effect on Benefits. During an employee's family care, medical, and military family leave, the Town will continue to pay for the employee's participation in the Town's group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave. Thus, the employee must continue to pay his or her share of the health plan premiums during the leave. If the employee substitutes paid leave for the unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with the Town for the payment of such premiums. All other benefits will be governed in accordance with the terms of each benefit plan and are the sole responsibility of the employee.

The Town may recover from the employee the premium that the Town paid to maintain coverage for the employee under the group health plan if the employee fails to return from leave after the period of leave has expired and the employee's failure to return is for a reason other than: (i) the employee is taking leave under the California Family Rights Act; (ii) the continuation, recurrence, or onset of a health condition that entitles the employee to leave for pregnancy disability or other circumstances beyond the employee's control.

Employees on Pregnancy-Disability leave will accrue employment benefits, such as sick leave, vacation leave, and seniority only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. Employee benefits may be continued during the unpaid portion of the Pregnancy-Disability leave according to the provisions of the Town's various employee benefit plans.

(4) Other Terms and Conditions of Leave. The provisions of the Town's Family Care, Medical and Military Family Leave policy regarding the leave's effect on pay, notice requirements, medical certification requirements, and reinstatement also apply to all pregnancy-related disability leaves. However, for pregnancy-related disabilities, there is no process for obtaining more than one medical opinion, and there is no reinstatement exception for key employees. For the purpose of applying those provisions, an employee's pregnancy-related disability is considered to be a serious health condition.

D. Other Disability Leaves. In addition to medical or pregnancy-related disability leaves described in Sections II and III, employees may take a temporary disability leave of absence if necessary to reasonably accommodate a workplace injury or a disability under the ADA or the FEHA. Any disability leave under this section will run concurrently with any medical leave to which the employee is entitled under Section II of this policy. Disability leaves under this section will be unpaid.

Employees taking disability leave must comply with the Family Care, Medical and Military Family Leave provisions regarding substitution of paid leaves, notice, and medical certification. For the purpose of applying these provisions, a disability leave will be considered to be a medical leave.

If a disability leave under this section extends beyond 12 weeks in a 12-month period, the employee will not be entitled to any continued employer contributions towards any employee benefit plan unless otherwise required by law. An employee, however, may elect to continue participating in such benefit plans, at the employee's own expense, to the extent permitted by such plans.

The duration of a leave under this section shall be consistent with applicable law, but in no event shall the leave extend past the date on which an employee becomes capable of performing the essential functions of his or her position, with or without reasonable accommodation. For a full explanation of leave duration and reinstatement rights, employees should contact the General Manager.

E. Other Leaves Of Absence. The Town also grants eligible employees leaves of absence for military leave, jury or witness duty, certain court appearances, appearances at school or daycare activities, emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel, to vote in a statewide election, for bereavement leave, for leave related to domestic violence, crime victims leave, or leave for the donation of an organ or bone marrow. Unless otherwise required by law or set forth herein, employees will not be paid for such leaves of absence.

Employees wishing to take a leave of absence for one of these reasons should refer to the procedures outlined below or contact the General Manager.

(1) Military Leave Of Absence. The Town will grant employees a military leave of absence to the extent required by applicable federal and state law.

(2) Military Spouse Leave. At any time that it regularly employs 25 or more persons, or as otherwise required by applicable federal and state law, the Town will grant qualified California employees up to ten (10) days leave during that time in which the employee's spouse or domestic partner is on leave from deployment in a combat zone with the active duty or reserve military or national guard during a period of military conflict. Employees may use accrued vacation time to cover this absence. If the employee has no accrued vacation, the employee must request time off without pay.

Qualifying employees are employees who work an average of 20 hours per week and have a spouse or domestic partner who is serving as (1) a member of the U.S. Armed Forces and who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States or (2) a member of the Armed Forces Reserve Components or the National Guard and has been deployed during a period of military conflict.

Qualifying employees who wish to request this leave must provide the Town with a written request for such leave within two business days of receiving official notice that the military spouse or domestic partner will be on leave from deployment. The employee must also

provide written documentation to the Town certifying that the military member will be on military leave from deployment.

(3) Jury and Witness Duty. The Town will provide employees time off to serve, as required by law, on a jury or grand jury if the employee provides reasonable advance notice. The Town will also provide employees with time off to appear in court or other judicial proceedings as a witness to comply with a valid subpoena or other court order. Leaves under this section will be unpaid.

However, exempt employees who work any portion of a workweek in which they also serve on jury duty or appear as a witness will receive their full salary for that workweek. Employees may elect to substitute accrued vacation during any unpaid leave due to jury duty or a witness appearance.

Employees are required to provide reasonable advance notice of the need for jury/witness leave. Employees also are expected to report to work each day or portion of a day they are not performing jury/witness duty.

(4) Leave to Attend Children's School at Teacher's Request. The Town will grant employees who are parents or guardians of a pupil time off without pay to appear at their children's school pursuant to a teacher's request under Education Code section 48900.1, if the employee, prior to taking the time off, gives reasonable notice to the Town that he or she is requested to appear in the school.

(5) Leave For Educational/Daycare Purposes. At any time that it regularly employs twenty-five (25) or more persons, or as otherwise required by applicable federal and state law, the Town will grant employees time off without pay for up to forty (40) hours per calendar year, but no more than eight hours in any calendar month, to participate in the activities of schools or licensed child daycare facilities attended by their children. Employees must substitute accrued vacation for purposes of a planned absence under this Section.

Employees wishing to take time off under this Section must provide their supervisors with reasonable notice of the planned absence. If both parents of a child are employed by the Town at the same worksite, the request for time off under this Section will be granted to the first parent to provide notice of the need for time off. The request from the second parent will be accommodated if possible.

The Town reserves the right to request that the employee furnish written verification from the school or daycare facility as proof that the employee participated in school or daycare activities on the specific date and at a particular time. Failure to provide written verification is grounds for disciplinary action.

(6) Volunteer Firefighter, Reserve Peace Officer, and Emergency Rescue Personnel. Nonexempt employees will be granted time off without pay to perform emergency duties as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. At any time that it regularly employs fifty (50) or more persons, or as otherwise

required by applicable federal and state law, Town will grant employees who are volunteer firefighters a leave of up to 14 days per calendar year for fire or law enforcement training. Exempt employees who work any portion of a workweek in which they also perform such emergency duties or training will receive their full salary for that workweek. Otherwise, exempt employees will be granted time off without pay. Employees may substitute vacation pay for any unpaid portion of leave to perform such emergency duties or training.

(7) Voting Time Off. Employees who do not have sufficient time outside of their regular working hours to vote in a statewide election may request time off to vote. If possible, employees should make their request at least two days in advance of the election. Up to two hours of paid time off will be provided, at the beginning or end of the employee's regular shift, whichever will allow the most free time for voting and the least time off work.

(8) Bereavement Leave. All employees who suffer a death in their immediate family may have a paid leave for three (3) scheduled work days for each death of an immediate family member. For purposes of this policy an employee's immediate family is defined to include the employee's current spouse, domestic partner, child, parent, sibling, grandparent, grandchild of employee, or child, sibling, parent or grandchild of employee's spouse or domestic partner. Employees must take this leave within a seven (7) consecutive day period will be paid only for days and hours they were scheduled to work.

If an employee requires more than three (3) days off for bereavement leave, the employee may request additional unpaid leave or may request the opportunity to use any accrued vacation time at the discretion of the General Manager.

(9) Leave Related To Domestic Violence or Sexual Assault. The Town will grant unpaid time off to an employee who is a victim of domestic violence or a victim of sexual assault for the employee to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child.

At any time that it regularly employs twenty-five (25) or more persons, or as otherwise required by applicable federal and state law, the Town will also grant unpaid time off to an employee who has been the victim of domestic violence or sexual assault to attend court proceedings, to receive services from a domestic violence shelter, program or rape crisis center, counseling, medical attention, and for participation in safety planning programs.

The Town requires reasonable advance notice of the leave when feasible. If time off is taken due to an emergency, the employee must, within fifteen (15) days of the absence, provide the Town with certification of the need for the leave such as a police report, court order, documentation from a healthcare provider, victims advocate, or counselor.

(10) Crime Victims' Leave. The Town will provide time off to an employee to attend judicial proceedings related to a crime, if that employee is a victim of crime, an immediate family member of a victim, a registered domestic partner of a victim, or the child

of a registered domestic partner of a victim. The Town requires that where feasible, in advance of taking leave, the employee provide it with a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice. If advance notice is not possible, the employee is required to provide the Town with a copy of the notice within a reasonable time.

(11) Leave for Organ and Bone Marrow Donation. At any time that it regularly employs twenty-five (25) or more persons, or as otherwise required by applicable federal and state law, the Town will grant an employee the following paid leaves of absence for the purpose of organ or bone marrow donation:

(a) A leave of absence of up to five (5) days in any one-year period for the purpose of donating the employee's bone marrow to another person.

(b) A leave of absence of up to thirty (30) days in any one-year period for the purpose of the employee donating his or her organ to another person.

A leave of absence for the purpose of organ or bone marrow donation will be provided with pay, however, if an employee has earned and unused sick or vacation time available, the employee is required to first use up to five days of paid sick or vacation time for a bone marrow donation and up to two weeks of sick or vacation time for organ donation.

In order to receive a leave of absence pursuant to this policy, the employee must provide written verification to the General Manager that he or she is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

Any leave taken for the donation of an organ or bone marrow will not constitute a break in service for purposes of the employee's right to salary adjustments, sick leave, vacation, annual leave, or seniority. During any leave taken under this policy, the Town will maintain and pay for coverage under any group health plan, for the full duration of this leave. Leave provided under this policy may be taken in one or more periods. Leave taken under this policy will not run concurrently with any leave taken pursuant to the federal Family and Medical Leave Act or the California Family Rights Act.

Upon expiration of a leave of absence authorized by this policy, the Town will restore the employee to the position held by the employee when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment. The Town may decline to restore an employee because of reasons unrelated to the exercise of rights under this policy by the employee.

(12) Administrative Time Off. Notwithstanding any other portion of this Manual, it is recognized that exempt employees do not receive overtime compensation, and may work irregular hours, and may not be able to take vacation when desired. Accordingly, the General Manager shall be entitled to receive eighty (80) hours annually of paid administrative leave in addition to any leave otherwise authorized in the General Manager's employment contract. All other exempt employees shall be entitled to receive sixty (60) hours of paid administrative leave each fixed year. Administrative leave is not, however, a vested or earned

form of compensation. Any administrative time unused at the end of the year shall be forfeited, and it shall not be compensated for upon termination.

Section 3.5. Employment During Leave of Absence. An employee on any leave under this section may not accept employment with any other employer without the Town's written permission. An employee who accepts such employment will be deemed to have resigned from the employment at the Town.

ARTICLE 4 HOURS OF WORK, OVERTIME, AND PAY DAY

Section 4.1. Hours of Work. The Town's office hours are generally from 8:30 a.m. to 5:00 p.m., Monday through Friday. However, employees will be assigned specific hours, shifts, and days of work, dependent upon the need of the department, by the General Manager or by the employee's supervisor. Due to the nature of Town operations, employees may be required to work shifts, or hours, outside regular office hours. The General Manager or the employee's Supervisor may reschedule an employee's hours, shifts, and days whenever necessary based upon the needs of the Town.

Section 4.2. Meal and Rest Periods.

A. Rest Periods. The Town authorizes and permits nonexempt employees working at least three and one-half hours in a day to take a ten-minute, off-duty paid rest period for each four hours worked or major fraction thereof. The 10 minutes do not include the reasonable time it takes to walk to and from a break area. Employees who work up to six hours in a day may take a second rest period. Employees who work more than 10 hours in a day may take a third rest period. Employees should take their rest periods in the middle of each work period to the extent it is practicable to do so, and not combine them with meal periods or skip them to leave work early.

Employees who feel they were not provided the opportunity to take all rest periods authorized and permitted under this policy should inform their supervisor or manager, and (if not corrected) Human Resources immediately.

B. Meal Periods. The Town provides employees who work more than five hours in a day with an unpaid 30-minute, uninterrupted meal period starting no later than the end of the fifth hour of work. The Town provides employees who work more than 10 hours in a day with a second unpaid 30-minute, uninterrupted meal period starting no later than the end of the 10th hour of work. Employees who work no more than six hours in a day may waive the first meal period. Employees who work no more than 12 hours in a day may waive the second meal period if they took their first meal periods. Employees are entitled, encouraged, and expected to take all meal periods provided under this policy and not waived. During meal periods, the Town will relieve employees of all duty and will not exercise control over employees' activities. Employees are free to spend their meal period time as they choose (consistent with any other Town policies that may apply during off-duty time) and are free to leave the worksite. No

supervisor or manager may impede or discourage employees from taking meal periods provided under this policy.

Employees who feel they were not provided a meal period that complies with this policy should inform their supervisor or manager, and (if not corrected) the General Manager immediately.

Section 4.3. Overtime Pay.

A. Overtime Definition and Rates of Pay. All nonexempt employees who work more than forty (40) hours in one workweek will receive overtime pay computed as follows:

(1) Overtime at the rate of 1 ½ times the employee's regular rate of pay will be provided for all hours worked in excess of forty (40) in any one workweek.

(2) Overtime will be computed on actual minutes worked, adjusted to the nearest increment of 15 minutes. Only those hours actually worked are added together to determine an employee's overtime pay. Compensated holidays, for example, are not hours worked and are therefore not counted in making overtime calculations.

B. Workweek and Workday. Unless otherwise provided, for purposes of calculating overtime each workweek begins on Sunday and each workday begins at 12:01 a.m.

C. Pre-Authorization. No nonexempt employee may work overtime without the express prior approval of his or her supervisor.

D. Non-Exempt Employees Prohibited from Working at Home. Non-exempt employees are strictly prohibited from completing any work for the Town while at home and not during regularly scheduled working hours, unless express prior approval of the General Manager in writing is obtained.

Section 4.4. Other Types of Pay.

A. Reporting Time Pay. Nonexempt employees who report to work at the Town's request, but are furnished less than half of their usual or scheduled day's work, will be paid for half the usual or scheduled day's work, but not less than two hours' pay or more than four hours' pay at their regular rate, without regard to the number of hours they actually worked, unless the reasons for the lack of work are beyond the Town's control. Reporting time pay will not be paid to an employee on paid standby status who is called to perform assigned work at a time other than the employee's scheduled reporting time. Reporting time hours are not counted as "hours worked" for overtime purposes beyond the time in which work is actually performed. For example, if an employee who is scheduled to work an eight-hour shift is sent home after three hours, the employee will receive four hours' pay for that day, but the fourth hour of reporting time pay will not be treated as time worked for overtime purposes.

B. Callback Pay. Any non-exempt employee who is called back to work for a second work period in any one workday and is furnished with less than two hours' work is paid a minimum of two hours pay at the regular straight-time rate for the second work period, without regard to the number of hours actually worked, unless the reasons for lack of work are beyond the Town's control.

C. Holiday Pay. Non-exempt employees are paid their regular straight-time wages for holidays as set forth under Article 3 of this manual. To receive holiday pay, the employee must work the regularly scheduled workdays preceding and following the holiday, or receive prior approval from his or her Supervisor to take the time off.

D. Pay Advances. There will be no pay advances.

Section 4.5. Place and Time for Payment of Wages.

A. Regular Pay Days. Employees are paid biweekly, twenty-six (26) times annually. Employees must complete their time cards in a timely manner in order to ensure that they are paid for all hours worked. If a pay day falls on a holiday, paychecks will be distributed on the preceding workday. For employees who are not on direct deposit, checks are distributed on the date assigned for payment. If the employee is absent when the paycheck is distributed, the employee may claim the paycheck from his or her immediate supervisor when the employee returns.

B. Payment on Resignation, Termination, or Completion of Assignment or Term. If an employee resigns, his or her paycheck will be available on the final day of work, provided the employee has given at least 72 hours' prior notice. If an employee resigns without giving 72 hours' notice, his or her paycheck will be made available within 72 hours after the employee gives notice of the resignation, unless the employee requests in writing that his or her final paycheck be mailed, in which case the Town will mail the final paycheck within three days after the employee gives notice. Employees who are terminated involuntarily will be paid on the day of the discharge. If an employee is hired for a specific assignment or otherwise has a defined term of employment, his or her paycheck will be available upon the completion of the assignment or employment term. In all cases, employees' final paychecks will include payment for all wages owed and any accrued but unused vacation time.

ARTICLE 5 RULES OF CONDUCT

Section 5.1. Open Door. The Town has an Open Door Policy that encourages employee participation in decisions affecting them and their daily professional responsibilities. Employees who have job-related concerns or complaints are encouraged to talk them over with their immediate Supervisor or any other management representative with whom they feel comfortable. The Town believes that employee concerns are best addressed through this type of informal and open communication.

Section 5.2. Termination, Discipline, and Rules of Conduct.

A. Termination.

(1) Voluntary Termination. The Town will consider an employee to have voluntarily terminated his or her employment if an employee does any of the following:

- (a) Elects to resign from the Town;
- (b) Fails to return from an approved leave of absence on the date specified by the Town; or
- (c) Fails to report for work without notice to the Town for three (3) consecutive days.

(2) Involuntary Termination. An employee may be terminated involuntarily for reasons that may include, but are not limited to, poor performance, misconduct, or other violations of the Town's rules of conduct as set forth below. Notwithstanding this list of rules, the Town reserves the right to discharge or demote any employee with or without cause and with or without prior notice.

B. Discipline and Rules of Conduct.

(1) Policy. Employees are expected to observe certain standards of job performance and good conduct. When performance or conduct does not meet Town standards, the Town will endeavor when it deems appropriate to provide the employee a reasonable opportunity to correct the deficiency. If, however, the employee fails to make the correction, he or she will be subject to discipline up to and including termination.

The rules set forth below are intended to provide employees with fair notice of what is expected of them. Necessarily, however, such rules cannot identify every type of unacceptable conduct and performance. Therefore, employees should be aware that conduct not specifically listed below but which adversely affects or is otherwise detrimental to the interests of the Town, other employees, or customers, may also result in disciplinary action. The listing of these rules does not in any way abrogate or modify the at-will policy set forth in Section 1.6 of this manual.

(2) Job Performance. Employees may be disciplined for poor job performance, including but not limited, to the following:

- (a) Unsatisfactory work quality or quantity;
- (b) Poor attitude (for example, rudeness or lack of cooperation);

meal period policies;

- (c) Excessive absenteeism, tardiness, or abuse of rest break and

- (d) Failure to follow instructions or Town procedures; or

- (e) Failure to follow established safety regulations.

(3) Misconduct. Employees may be disciplined for misconduct, including, but not limited to, the following:

- (a) Insubordination;

- (b) Dishonesty;

- (c) Theft;

- (d) Discourtesy;

another on Town property.

- (f) Violating conflict of interest rules;

without authorization;

- (g) Disclosing or using confidential or proprietary information

application for employment;

- (h) Falsifying or altering Town records, including the

- (i) Interfering with the work performance of others;

- (j) Altercations, physical or verbal;

customers, contractors, or others while acting within the scope of their employment;

- (k) Harassing, including sexually harassing employees,

distributing, using, or possessing alcohol or illegal or controlled substances on Town property or while conducting Town business;

- (l) Being under the influence of, manufacturing, dispensing,

business;

- (m) Gambling on Town premises or while conducting Town

worksite without authorization;

- (n) Sleeping on the job or leaving your work location or

(o) Possessing a firearm or other dangerous weapon on Town property or while conducting Town business.

(p) Being convicted of a crime that indicates unfitness for the job or raises a threat to the safety or well-being of the Town, its employees, customers, or property;

(q) Failing to report to the Town, within five (5) days, any conviction under any criminal drug statute for a violation occurring in the work place;

(r) Use of foul, abusive, or offensive language; or

(s) Smoking in non-designated areas.

(4) Attendance. In addition to the general rules state above, employees may be disciplined for failing to observe the following specific requirements relating to attendance:

(a) Reporting to work on time, observing the rest break and meal period policies, and obtaining approval to leave work early; and

(b) Notifying the supervisor in advance of anticipated tardiness or absence.

C. Discipline Procedure

Except as set forth below, discharge or demotion for poor performance ordinarily will be preceded by an oral warning and a written warning. The Town reserves the right to proceed directly to a written warning, demotion, or termination for misconduct or performance deficiency, without resort to prior disciplinary steps, when the Town deems such action appropriate.

Section 5.3. Exit Interview. Employees who leave the Town for any reason may be asked to participate in an exit interview. This interview is intended to permit terminating employees the opportunity to communicate their views regarding their work with the Town, including job duties, job training, job supervision, and job benefits. At the time of the interview, employees are expected to return all Town-furnished property, such as uniforms, tools, equipment, I.D. cards, keys, credit cards, documents, and Manuals. Arrangements for clearing any outstanding debts with the Town and for receiving final pay also will be made at this time.

Section 5.4. Employment at Will. Nothing in this Guideline is intended to alter the at-will status of employment with the Town. Either you or the Town may terminate the employment relationship at any time with or without cause and with or without prior notice. The Town reserves the right to terminate any employment relationship, to demote, or to otherwise discipline an employee without resort to the above disciplinary procedures.

ARTICLE 6 WORK REGULATIONS

Section 6.1. Personnel Records.

A. Personnel Files. The information in an employee's personnel file is permanent and confidential, and must be kept up to date. Employees should inform the Personnel Manager immediately whenever there are changes in personal data such as address, telephone number, marital status, number of dependents, and person(s) to notify in case of emergency.

Employees have the right to inspect their personnel files at reasonable times and on reasonable notice. In addition, employees have the right to request copies of all employment-related documents that they have signed. An employee may inspect only his or her own personnel file and only in the presence of a supervisor of the General Manager. Personnel files are the property of the Town and may not be removed from the Town's premises without written authorization from the General Manager.

B. Payroll Records. Employees also have the right to inspect and copy certain Town payroll records regarding their compensation, and deductions from their compensation, upon reasonable request to the Town. Employees wishing to review or copy payroll records should notify the General Manager.

Section 6.2. Personal Telephone Calls. Personal telephone calls are to be limited to essential matters and kept as brief as possible. Continued excessive use of phones for personal matters is subject to disciplinary action.

Section 6.3. Smoking. The Town prohibits smoking in the workplace. Smoking is prohibited within the confines of any office or vehicle. Smoking will be permitted out of doors only, and in accordance with all applicable laws and regulations. All cigarettes are to be extinguished and disposed of prior to entering any office or vehicle. Employees violating this policy will be subject to disciplinary action.

Section 6.4. Dress and Grooming Standards. The Town considers the presentation of the Town image to its clients, suppliers, and the public at large to be extremely important. Accordingly, it is expected that all employees dress in a manner consistent with proper hygiene, safety, and taste. Employees whose jobs require them to come in contact with clients, customers, suppliers, or the public are expected to wear apparel the Town considers appropriate for dealing with the public. Each employee is expected to be neat and clean in appearance, with clean clothing or clean uniform and good personal hygiene. Clothing should be appropriate for the particular work area and type of work performed.

Section 6.5. Employment of Relatives. The Town will only allow for the employment of relatives of existing employees under specific situations, as identified below and as set forth in this section and only with the advanced written approval of the General Manager. Relatives of present employees may be hired by the Town only if (1) the individuals concerned will not work

in a direct supervisory relationship with one another, (2) the individuals concerned do not work in the same work unit or area or under the same direct Supervisor, and (3) the employment will not pose difficulties for supervision, security, safety, or morale. This policy will not apply to employees of the Town who are employees of the Town as of the effective date of this Manual, but such employees may, in the discretion of the General Manager, be reassigned to positions satisfying subsections (1), (2), and (3) above. "Relatives" are defined as spouses, domestic partners, children, sisters, brothers, mothers, or fathers, and persons related by marriage or domestic partnership. Present employees who marry or form a domestic partnership, or become related by marriage or domestic partnership, will be permitted to continue employment with the Town only if they do not work in a direct supervisory relationship with one another, or otherwise pose difficulties for supervision, security, safety, or morale. If employees who marry or form a domestic partnership, or become related by marriage or domestic partnership, do work in a direct supervisory relationship with one another, the Town will attempt to reassign one of the employees to another position for which he or she is qualified, if such a position is available. If no such position is available, then one of the employees will be required to leave the Town's employment. The decision as to which employee will separate from employment is left to the sole discretion of the employees. In the event that no alternative position is available and neither employee voluntarily leaves the Town, the employee with lesser seniority will be terminated.

Section 6.6. Conflicts of Interest. Employees are expected to devote their best efforts and attention to the full-time performance of their jobs. They are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between the employee's personal interest and the interest of the Town. A conflict of interest exists where the employee's loyalties or actions are divided between the Town's interest and those of another, such as a competitor, supplier, or customer. Both the fact and the appearance of a conflict of interest should be avoided. Employees unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss it with their immediate supervisor or the General Manager for clarification. Any expectations to this guideline must be approved in writing by the General Manager.

Where it is not feasible to describe all possible conflicts of interest that could develop, some of the more common conflicts, from which employees should refrain, include the following.

- A. Accepting personal gifts or entertainment from competitors, customers, suppliers, or potential suppliers;
- B. Working for a competitor, supplier, or customer;
- C. Engaging in self-employment in competition with the Town;
- D. Using proprietary or confidential Town information for personal gain or to the Town's detriment;
- E. Having a direct or indirect financial interest in or relationship with a customer or supplier;

F. Using Town property or labor for personal use;

G. Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the Town.

H. Committing the Town to give financial or other support to any outside activity or organization.

I. Developing a personal relationship with a subordinate employee of the Town or with an employee of a competitor, supplier, or customer that might interfere with the exercise of impartial judgment in decisions affecting the Town or any employees of the Town.

If an employee or someone with whom an employee has a close relationship (a family member or close companion), has a financial or employment relationship with a competitor, customer, supplier, or potential supplier, the employee must disclose this fact in writing to the General Manager. Employees should be aware that if they enter into a personal relationship with a subordinate employee or with an employee of a competitor, supplier, or customer, a conflict of interest may exist which requires full disclosure to the Town.

Part-time employees may engage in outside employment, provided that they disclose such employment and get written approval from their immediate supervisor.

Failure to adhere to this guideline, including failure to disclose any conflicts or to seek an exception, may result in discipline, up to and including termination of employment.

If there are questions, the employee shall discuss them with their immediate supervisor, the General Manager, or both. Please refer to the Town's adopted Conflict of Interest Code for additional information.

ARTICLE 7 DRUG-FREE WORKPLACE

Section 7.1. Purpose of Guideline. It is the intent of the Town to maintain a workplace that is free of drugs and alcohol and to discourage drug and alcohol abuse by its employees. Employees who are under the influence of a drug or alcohol on the job compromise the Town's interests and endanger their own health and safety and the health and safety of others. Substance abuse in the workplace can also cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for co-workers, behavior that disrupts other employees, and inferior quality in products or service.

To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, and to protect its business, property, equipment, and operations, the Town has established this Guideline concerning the use of alcohol and drugs. As a condition of continued employment with the Town, each employee must abide by this Guideline.

Section 7.2. Definitions. For purposes of this Guideline:

A. “Illegal drugs or other controlled substances” means *any* drug or substance that (a) is not legally obtainable; or (b) is legally obtainable but has not been legally obtained; or (c) has been legally obtained but is being sold or distributed unlawfully.

B. “Legal drug” means any drug, including any prescription drug or over-the-counter drug, that has been legally obtained and that is not unlawfully sold or distributed.

C. “Abuse of any legal drug” means the use of any legal drug (a) for any purpose other than the purpose for which it was prescribed or manufactured; or (b) in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.

D. “Reasonable suspicion” includes a suspicion that is based on specific personal observations such as an employee’s manner, disposition, muscular movement, appearance, behavior, speech or breath odor; information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable; or a suspicion that is based on other surrounding circumstances.

E. “Possession” means that an employee has the substance on his or her person or otherwise under his or her control.

Section 7.3. Prohibited Conduct.

A. Scope. The prohibitions of this section apply whenever the interests of the Town may be adversely affected, including any time an employee is:

- (1) On Town premises;
- (2) Conducting or performing Town business, regardless of location;
- (3) Operating or responsible for the operation, custody, or care of Town equipment or other property; or
- (4) Responsible for the safety of others in connection with, or while performing, Town-related business.

B. Alcohol. The following acts are prohibited and will subject an employee to discharge:

- (1) The unauthorized use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of alcohol; or
- (2) Being under the influence of alcohol.

C. Illegal Drugs. The following acts are prohibited and will subject an employee to discharge:

- (1) The use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of any illegal drug or other controlled substance; or
- (2) Being under the influence of any illegal drug or other controlled substance.

D. Legal Drugs. The following acts are prohibited and will subject an employee to discharge:

- (1) The abuse of any legal drug, including medicinal marijuana;
- (2) The purchase, sale, manufacture, distribution, transportation, dispensation, or possession of any legal prescription drug in a manner inconsistent with law; or
- (3) Working while *impaired* by the use of a legal drug whenever such impairment might:
 - (a) Endanger the safety of the employee or some other person;
 - (b) Pose a risk of significant damage to Town property or equipment; or
 - (c) Substantially interfere with the employee's job performance or the efficient operation of the Town's business or equipment.

Section 7.4. Disciplinary Action.

A. Discharge for Violation of Guideline. A first violation of this Guideline will result in *immediate discharge* whenever the prohibited conduct:

- (1) Caused injury to the employee or any other person, or, in the sole opinion of management, endangered the safety of the employee or any other person;
- (2) Resulted in significant damage to Town property or equipment, or, in the sole opinion of management, posed a risk of significant damage;
- (3) Involved the sale or manufacture of illegal drugs or other controlled substances;
- (4) Involved the possession, distribution, or dispensation of illegal drugs or other controlled substances or alcohol;

(5) Involved an employee who had not completed the introductory period or was a casual, seasonal, or temporary employee; or

(6) Involved the failure of an employee to report a criminal conviction, as required by Section 7.4.C, below.

B. Discretion Not to Discharge. In circumstances other than those described in Paragraph A, above, the Town, in the discretion of management, may choose not to discharge an employee for a first violation of this Guideline, if the employee satisfactorily completes participation in an approved drug or alcohol abuse assistance or rehabilitation program when recommended by the Town.

C. Effect of Criminal Conviction. An employee who is convicted under a criminal drug statute for a violation occurring in the workplace or during any Town-related activity or event will be deemed to have violated this Guideline.

D. Written Warning. An employee who is not discharged for a first violation of this Guideline will receive a final written warning.

E. Effect of Second Violation. A second violation of this Guideline at any time will result in immediate discharge.

F. Effect of Discharge on Eligibility for Rehire. Employees who are discharged for a violation of this Guideline will not be eligible for rehire by the Town.

Section 7.5. Management Awareness. Managers and supervisors should be attentive to the performance and conduct of those who work with them and should not permit an employee to work in an impaired condition or to otherwise engage in conduct that violates this Guideline. When management has reasonable suspicion to believe that an employee or employees are working in violation of this Guideline, prompt action will be taken. If the employee occupies a designated safety-sensitive position, such action may include drug testing in accordance with the procedures outlined in this policy.

Section 7.6. Use of Legal Drugs. The Town recognizes that employees may, from time to time, be prescribed legal drugs that, when taken as prescribed or according to the manufacturer's instructions, may result in impairment. Employees may not work while impaired by the use of legal drugs if the impairment might endanger the employee or someone else, pose a risk of significant damage to Town property, or substantially interfere with the employee's job performance. If an employee is so impaired by the appropriate use of legal drugs, he or she may not report to work. To accommodate the absence, the employee may use accrued sick leave or vacation time. The employee may also contact the General Manager to determine whether or not he or she qualifies for an unpaid leave of absence, such as family care or medical leave. Nothing in this Guideline is intended to sanction the use of accrued sick leave or vacation time to accommodate absences due to the *abuse* of legal drugs. Further, nothing in this Guideline is intended to diminish the Town's commitment to employ and reasonably accommodate qualified

disabled individuals. The Town will reasonably accommodate qualified disabled employees who must take legal drugs because of their disability.

Section 7.7. Unregulated or Authorized Conduct.

A. Customary Use of Over-the-Counter Drugs. Nothing in this Guideline is intended to prohibit the customary and ordinary purchase, sale, use, possession, or dispensation of over-the-counter drugs, so long as that activity does not violate any law or result in an employee being impaired by the use of such drugs in violation of this Guideline.

B. Authorized Use of Alcohol. The Town may provide alcohol for consumption at certain events, such as social functions. The consumption of alcohol at these events does not violate this Guideline.

Section 7.8. Confidentiality. Disclosures made by employees to the General Manager concerning their use of legal drugs will be treated confidentially and will not be revealed to managers or supervisors unless there is an important work-related reason to do so in order to determine whether it is advisable for the employee to continue working. Disclosures made by employees to the General Manager concerning their participation in any drug or alcohol rehabilitation program will be treated confidentially.

Section 7.9. Drug Testing for Safety-Sensitive Positions. Employees in safety-sensitive positions, as defined by the United States Department of Transportation regulations including those employees whose position requires possession of a Class 1 Commercial Drivers license, will be tested for drugs and alcohol as part of the Town's employment screening process and during employment in accordance with applicable state and federal law including, but not limited to, The Omnibus Transportation Employee Testing Act of 1991 and any subsequent amendments thereto.

ARTICLE 8 TECHNOLOGY

Section 8.1. Voice-Mail, E-Mails and Technology Policy. The Town maintains and utilizes, as part of its operations, a computer system, voice-mail, e-mail, cellular and smart phone, iPads and other methods of technological communication. These systems are provided to assist employees in the conduct of Town business. Each employee has a responsibility to use the Town's Technology Resources in a manner that increases productivity, enhances the Town's public image, and is respectful of other employees. Failure to follow the Town's policies regarding Technology Resources may lead to disciplinary measures, up to and including termination of employment.

Section 8.2. Technology Resources Definition. Technology Resources consist of all electronic devices, software, and means of electronic communication including any of the following: personal computers and workstations; laptop computers; mini and mainframe computers; computer hardware such as disk drives and tape drives; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files

and data, including software that grants access to external services, such as the Internet; electronic mail; telephones; cellular and smart phones; iPads; personal organizers and other handheld devices; pagers; voicemail systems; and instant messaging systems.

Section 8.3. Authorization. Access to the Town's Technology Resources is within the sole discretion of the Town. Generally, employees are given access to the Town's various technologies based on their job functions. Only employees whose job performance will benefit from the use of the Town's Technology Resources are authorized to access and use the necessary technology. Additionally, employees must successfully complete Town-approved training before they are authorized to access and use the Town's Technology Resources.

Section 8.4. Use. The Town's Technology Resources are to be used by employees only for the purpose of conducting Town business and personal use of such Resources is discouraged. Employees may, however, use the Town's Technology Resources for the following incidental personal uses as long as such use does not interfere with the employee's duties, is not done for pecuniary gain, does not conflict with the Town's business, and does not violate any Town policy:

- (1) To use the telephone system for brief and necessary personal calls;
- (2) To send and receive necessary and occasional personal communications;
- (3) To prepare and store incidental personal data (such as personal calendars, personal address lists, and similar incidental personal data) in a reasonable manner; and
- (4) To access the Internet for brief personal searches and inquiries during meal times or other breaks, or outside of work hours, provided that employees adhere to all other usage policies.

The Town assumes no liability for loss, damage, destruction, alteration, receipt, transmission, disclosure, or misuse of any personal data or communications transmitted over or stored on the Town's Technology Resources. The Town accepts no responsibility or liability for the loss or non-delivery of any personal electronic mail or voicemail communications or any personal data stored on any Town property. The Town strongly discourages employees from storing any personal data on any of the Town's Technology Resources.

Section 8.5. Improper Use.

A. Prohibition Against Harassing, Discriminatory and Defamatory Use. The Town is aware that employees use electronic mail for correspondence that is less formal than written memoranda. Employees must take care, however, not to let informality degenerate into improper use. As set forth more fully in the Town's "Policy Against Harassment," the Town does not tolerate discrimination or harassment based on gender, pregnancy, childbirth (or related medical conditions), race, color, religion, national origin, ancestry, age, physical disability,

mental disability, medical condition, marital status, sexual orientation, family care or medical leave status, veteran status, or any other status protected by state and federal laws. Under no circumstances shall employees use the Town's Technology Resources to transmit, receive, or store any information that is discriminatory, harassing, defamatory, obscene, indecent, threatening, or that otherwise could adversely affect any individual, group, or entity (*e.g.*, sexually explicit or racial messages, jokes, or cartoons).

B. Prohibition Against Violating Copyright Laws. Employees shall not use the Town's Technology Resources to copy, retrieve, forward, or send copyrighted materials unless the employee has the author's permission or is accessing a single copy only for the employee's reference.

C. Other Prohibited Uses. Employees shall not use the Town's Technology Resources for any illegal purpose, violation of any Town policy, in a manner contrary to the best interests of the Town, in any way that discloses confidential or proprietary information of the Town or third parties, or for personal or pecuniary gain.

Section 8.6. Town Access To Technology Resources. All messages sent and received, including personal messages, and all data and information stored on the Town's Technology Resources (including on its electronic mail system, voicemail system, or computer systems) are Town property regardless of the content. As such, the Town reserves the right to access all of its Technology Resources including its computers, voicemail, and electronic mail systems, at any time, in its sole discretion. No employee, other than the President of the Board of Directors, has authority to waive, vary or amend the Town's right to access its Technology Resources.

A. No Reasonable Expectation Of Privacy. On occasion, the Town may need to access its Technology Resources including computer files, electronic mail messages, and voicemail messages. Employees should understand, therefore, that they have no right of privacy with respect to any messages or information created, collected, or maintained on the Town's Technology Resources, including personal information or messages. The Town may, at its discretion, inspect all files or messages on its Technology Resources at any time for any reason. The Town may also monitor its Technology Resources at any time in order to determine compliance with its policies, for purposes of legal proceedings, to investigate misconduct, to locate information, or for any other business purpose.

B. Passwords. Certain of the Town's Technology Resources can be accessed only by entering a password. Passwords are intended to prevent unauthorized access to information. Passwords do not confer any right of privacy upon any employee of the Town. Thus, even though employees may maintain passwords for accessing Technology Resources, employees must not expect that any information maintained on Technology Resources, including electronic mail and voicemail messages, are private. Employees are expected to maintain their passwords as confidential. Employees must not share passwords and must not access coworkers' systems without express authorization.

C. Data Collection. The best way for employees to ensure the privacy of personal information is not to store or transmit it on the Town's Technology Resources. So that

employees understand the extent to which information is collected and stored, examples of information currently maintained by the Town are provided below. The Town may, however, in its sole discretion, and at any time, alter the amount and type of information that it retains.

(1) Telephone Use and Voicemail: Records are kept of all calls made from and to a given telephone extension. Although voicemail is password-protected, an authorized administrator can listen to voicemail messages and also reset the password.

(2) Electronic Mail: Electronic mail is backed up and archived. Although electronic mail is password-protected, an authorized administrator can read electronic mail and also reset the password.

(3) Desktop Facsimile Use: Copies of all facsimile transmissions are maintained in the facsimile server.

(4) Document Use: Each document stored on Town computers has a history that shows which users have accessed the document for any purpose.

(5) Internet Use: Internet sites visited, the number of times visited, and the total time connected to each site are recorded and periodically monitored.

D. Deleted Information. Deleting or erasing information, documents, or messages maintained on the Town's Technology Resources is, in most cases, ineffective. All employees should understand that any information kept on the Town's Technology Resources may be electronically recalled or recreated regardless of whether it may have been "deleted" or "erased" by an employee. Because the Town periodically backs up all files and messages, and because of the way in which computers reuse file storage space, files and messages may exist that are thought to have been deleted or erased. Therefore, employees who delete or erase information or messages should not assume that such information or messages are confidential or ever were confidential. If a legal dispute arises, or may arise in the future, it may be unlawful to attempt to delete or erase certain information. Employees shall fully comply with Town policy regarding retention or destruction of information.

Section 8.7. The Internet And On-Line Services. The Town provides authorized employees access to online services such as the Internet. The Town expects that employees will use these services in a responsible way and for business-related purposes only. Under no circumstances are employees permitted to use the Town's Technology Resources to access, download, or contribute to Internet sites that contain inappropriate content such as that which is discriminatory, harassing, defamatory, obscene, indecent, threatening, or that otherwise could adversely affect any individual, group, or entity.

Additionally, employees may not use the Town's Technology Resources to post, comment, send, or otherwise upload any information to any Web sites or other online groups, including web logs (*i.e.*, "blogs"), social networking Web sites, newsgroups, discussion groups, or non-Town email groups. These actions will likely generate junk electronic mail and may

expose the Town to liability or unwanted attention because of comments or other contributions that employees may make. The Town strongly encourages employees who wish to access the Internet for non-work-related activities to obtain their own personal Internet access accounts that are unaffiliated with the Town, and to use such accounts at home on their own personal computer without making any reference to the Town.

Section 8.8. Monitoring. The Town monitors both the amount of time spent using online services and the sites visited by individual employees. The Town reserves the right to limit such access by any means available to it, including revoking access altogether. The Town, through technological tools, may also prohibit or limit access to certain Web sites considered inappropriate by the Town or its technology provider.

Section 8.9. Confidential Information. The Town is very sensitive to the issue of protection of trade secrets and other confidential and proprietary information of both the Town and third parties (“Confidential Information”). Therefore, employees are expected to use good judgment and to adhere to the highest ethical standards when using or transmitting Confidential Information on the Town’s Technology Resources.

Confidential Information should not be accessed through the Town’s Technology Resources in the presence of unauthorized individuals. Similarly, Confidential Information should not be left visible or unattended. Moreover, any Confidential Information transmitted via Technology Resources should be marked with the following confidentiality legend: “This message contains confidential information. Unless you are the addressee (or authorized to receive for the addressee), you may not copy, use, or distribute this information. If you have received this message in error, please advise [employee’s name] immediately at [employee’s telephone number] or return it promptly by mail.”

Employees should adhere to Town’s security policy with regard to Confidential Information and take all appropriate measures to safeguard the confidentiality and security of such information. Employees should avoid sending Confidential Information via the Internet, except when absolutely necessary. Employees should also verify electronic mail addresses before transmitting any messages containing Confidential Information.

Section 8.10. Software Use / License Restrictions. All software in use on the Town’s Technology Resources is officially licensed software. No software is to be installed or used that has not been duly paid for and licensed appropriately for the use to which it is being put. No employee may load any software on the Town’s computers, by any means of transmission, unless authorized in writing in advance by the General Manager or the President of the Board of Directors, and thoroughly scanned for viruses or other malware prior to installation.

Section 8.11. Software For Home Use. Employees are prohibited from transferring or copying any software from a Town Technology Resource to another computer or other device, unless employees have received written authorization from the General Manager or the President of the Board of Directors.

Section 8.12. Security. The Town has installed a variety of programs and devices to ensure the safety and security of the Town's Technology Resources. Any employee found tampering with or disabling any of the Town's security devices will be subject to discipline up to and including termination. Moreover, the Town reserves the right to advise appropriate legal authorities of any violation of law by an employee that results in the misappropriation, theft, or unlawful use of Town's property or proprietary information. To maintain the effectiveness of the Town's security measures, employees should use only secure networks established by the Town to access or use Confidential Information. Such information may not be downloaded, stored, or copied on any non-Town equipment or media (including personally owned computer, handheld devices, external memory devices, or disks) without prior written approval of the General Manager. If Confidential Information is downloaded, stored, or copied on non-Town equipment or media, employee must take all appropriate measures to safeguard against loss, theft, damage, or breach of such equipment or media. If Confidential Information is downloaded, stored, or copied on non-Town equipment or media, employees must permanently delete such information prior to selling or otherwise transferring out of their own possession or control such equipment or media. If Confidential Information is downloaded, stored, or copied on non-Town equipment or media and employee resigns, is terminated, or is requested to do so by management, employees must delete all Confidential Information they received, including any and all copies thereof. Similarly, employees may not send Confidential Information to their personal e-mail accounts, even for work-related purposes, without prior written approval of the General Manager or President of the Board of Directors.

Any loss or suspected loss of Confidential Information, or any suspicious activity such as external hacking attempts or unusual internal activity, should be reported immediately to Town management.

Section 8.13. Remote Access To Technology Resources. The Town may, at its sole discretion, provide certain employees with remote access systems such as a laptop, iPad, smart phone, or other personal organizer to allow such employees to handle the tasks associated with their jobs while working away from the office. Employees must take care to ensure the security of all Town-provided equipment. Employees must not share network passwords or other PINs with anyone. As soon as an employee believes Town-provided equipment is lost or that the security and confidentiality of the data on that equipment has been compromised, he or she must notify the General Manager. If Town-provided equipment is lost, or if it is damaged as a result of carelessness, employees may be responsible for replacement fees. The Town-provided remote access system should only be used for Town-related business. The Town may decide that it is no longer necessary for certain employees to possess a remote access system and their ability to use such systems may be discontinued, in which case such employees are expected to return any Town-issued remote access systems in accordance with Town's "Town Property" policy.

The Town does not expect or require employees to work on tasks (including e-mail, work product, etc.) during meal periods or after scheduled working times. Any and all use of remote access systems shall be made in compliance with Town's "Hours Of Work, Overtime, And Pay Day policy." Non-exempt Employees are strictly prohibited from working on any tasks outside of scheduled working hours unless with the express written authorization of the General Manager.

Use of public or home networks, such as unencrypted WiFi networks, can be a threat to the security and reliability of the Town's Technology Resources. Accordingly, employees must only access Town Technology Resources via means that are specifically approved by the Town.

Section 8.14. Audits. The Town may perform auditing activity or monitoring to determine compliance with these policies. Audits of software and data stored on the Town's Technology Resources may be conducted without warning at any time.

ARTICLE 9 VIOLENCE IN THE WORKPLACE

Section 9.1. Statement of Policy. The Town recognizes that workplace violence is a concern among employers and employees across the country. The Town is committed to providing a safe, violence-free workplace. In this regard, the Town strictly prohibits employees, consultants, customers, visitors, or anyone else on Town premises or engaging in a Town-related activity from behaving in a violent or threatening manner. Moreover, the Town seeks to prevent workplace violence before it begins and reserves the right to address certain behaviors, even in the absence of violent behavior.

The Town believes that prevention of workplace violence begins with recognition and awareness of potential early warning signs and has established procedures for responding to any situation that presents the possibility of violence.

Section 9.2. Workplace Violence Defined. Workplace violence includes, but is not limited to, the following:

- (1) Threats of any kind;
- (2) Threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others;
- (3) Other behavior that suggests a propensity towards violence, which can include belligerent speech, excessive arguing or swearing, sabotage, or threats of sabotage of Town property, or a demonstrated pattern of refusal to follow Town policies and procedures;
- (4) Defacing Town property or causing physical damage to the facilities; or
- (5) With the exception of security personnel, bringing weapons or firearms of any kind on Town premises, in Town parking lots, or while conducting Town business.

Section 9.3. Reporting. If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, customer, consultant, visitor, or anyone else, he or she should notify a supervisor or the General Manager immediately.

Further, employees should notify the General Manager if any restraining order is in effect, or if a potentially violent nonwork-related situation exists that could result in violence in the workplace.

Section 9.4. Investigation. All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the Town will inform the reporting individual of the results of the investigation. To the extent possible, the Town will maintain the confidentiality of the reporting employee and of the investigation. The Town may, however, need to disclose results in appropriate circumstances, for example, in order to protect individual safety. The Town will not tolerate retaliation against any employee who reports workplace violence.

Section 9.5. Corrective Action and Discipline. If the Town determines that workplace violence has occurred, the Town will take appropriate corrective action and will impose discipline on offending employees. The appropriate discipline will depend on the particular facts but may include written or oral warnings, probation, reassignment of responsibilities, suspension, or termination. If the violent behavior is that of a non-employee, the Town will take appropriate corrective action in an attempt to ensure that such behavior is not repeated.

Under certain circumstances, the Town may forego disciplinary action on the condition that the employee takes a medical leave of absence. In addition, the Town may request that the employee participate in counseling, either voluntarily or as a condition of continued employment.

ARTICLE 10 MOBILE DEVICE POLICY

Section 10.1. Mobile Device Policy. The Town prohibits the use of all handheld mobile devices including telephone, data, personal organizer, or other devices for work purposes while operating a motor vehicle or for personal purposes while operating a motor vehicle during work hours or on Town business. Moreover, all use of Town-issued mobile devices, or personally purchased mobile devices used for work-related purposes, must be made in accordance with Town policy.

Employees may use hands-free mobile devices while driving when safe to do so. Special care should be taken in situations where there is heavy traffic, inclement weather, or the employee is driving in an unfamiliar area. Employees must adhere to all federal, state, and local rules and regulations regarding the use of mobile devices while driving.

Under no circumstances are employees allowed to use text devices to type or review text messages for work purposes while operating a motor vehicle or for personal purposes while operating a motor vehicle during work hours or on Town business.

ARTICLE 11
VEHICLE USAGE POLICY

Section 11.1. Vehicle Usage Policy. The Town maintains a Vehicle Usage Policy. While the policy is considered part of this Manual, it is set forth in a separate document. A copy of the Vehicle Usage Policy will be provided to you.

EMPLOYEE ACKNOWLEDGMENT

PLEASE READ THE EMPLOYEE MANUAL AND FILL OUT AND RETURN THIS PORTION TO YOUR SUPERVISOR.

Employee Name: _____

I acknowledge that I have received a copy of the Town's Employee Manual. I understand that I am responsible for reading the Manual and for knowing and complying with the policies set forth in the Manual during my employment with the Town.

I further understand, however, that the guidelines contained in the Manual are guidelines only and are not intended to create any contractual rights or obligations, express or implied, and shall not be construed to create any type of right to a "fair procedure" prior to termination or other disciplinary action. I also understand that, except for the Town's at-will employment policy, the Town may amend, interpret, modify, or withdraw any of the provisions of the Manual at any time in its sole discretion, with or without notice. Furthermore, I understand that, because the Town cannot anticipate every issue that may arise during my employment, if I have any questions regarding any of the Town's guidelines or procedures, I should consult my immediate supervisor or the General Manager.

I understand and agree that my relationship with the Town is "at-will," which means that my employment is for no definite period and may be terminated by me or by the Town at any time and for any reason, with or without cause or advance notice. I also understand that the Town may demote or discipline me or otherwise alter the terms of my employment at any time at its sole discretion, with or without cause or advance notice.

I understand and agree that the terms of this Acknowledgment may not be modified or superseded except by a written agreement approved by a majority vote of the Board of Directors, that no other employee or representative of the Town has the authority to enter into any such agreement, and that any agreement to employ me for any specified period of time or that is otherwise inconsistent with the terms of this Acknowledgment will be unenforceable unless in writing and signed by me and the President of the Board of Directors of the Town. I further understand and agree that if the terms of this Acknowledgment are inconsistent with any guideline or practice of the Town now or in the future, the terms of this Acknowledgment shall control.

Finally, I understand and agree that this Acknowledgment contains a full and complete statement of the agreements and understandings that it recites, that no one has made any promises or commitments to me contrary to the foregoing, and that this Acknowledgment supersedes all previous agreements, whether written or oral, express or implied, relating to the subjects covered in this Acknowledgment.

I have carefully read this Acknowledgement of Receipt.

Date: _____

Employee's Signature

Employee's Name (Please Print)



Town of Discovery Bay

Program Area: Administrative	Policy Name: Retention, Destruction of Audio	Policy Number: 006
Date Established: December 6, 2006	Date Amended: January 16, 2008	Resolution: 2008-01

Record Retention and Destruction

I. PURPOSE

This policy establishes under the Brown Act (Government Code, Section 54953.5(b)) which provides that a governmental agency has the authority to erase and destroy tapes and or recordings of open, public meetings 30 days after said meeting;

II. AUTHORITY

This has been approved by the District for use in matters regarding meetings which includes any audio recording, video recording, or audio-visual recording, whether on magnetic tape, magnetic wire, electronic disk, memory card, or any other device or system which is used to record open meetings.

III. GUIDELINES

1. Town of Discovery Bay CSD will adopt and comply with a records management schedule that complies with guidelines provided by the Secretary of State; and
2. Town of Discovery Bay CSD will classify District records by category as outlined by the State's Local Government Records Management Guidelines; and
3. Town of Discovery Bay CSD will, under the classification of District records, note records that must be kept permanently, records noted with destruction dates; and
4. Each year about or around December, the District will destroy applicable records after a review by General Manager, if necessary, Legal Counsel and an Auditor.



Town of Discovery Bay

Program Area: Administrative	Policy Name: IIPP Policy	Policy Number: 007
Date Established: September 17, 2008	Date Amended: N/A	Resolution: 2008-11

Safety Policy

No function of the Town of Discovery Bay Community Services Districts so critical as to require or justify a compromise of safety and health.

The Town of Discovery Bay Community Services District (“CSD”) believes that everyone benefits from a safe and healthful work environment. We are committed to maintain a safe workplace and to comply with applicable laws and regulations governing safety.

To achieve this goal, the Town of Discovery Bay CSD has adopted an *Injury & Illness Prevention Program (IIPP)*. This program is everyone’s responsibility as we work together to identify and eliminate conditions, practices, policies and procedures that compromise safety.

To this end, the General Manager and each employee has the authority to take action to prevent mishaps.

It takes positive and genuine effort to ensure a safe work environment. The alternative is wasted money and wasted time due to occupational injuries and illness and their associated pain and suffering.

Our expectations are that everyone will:

1. Do the right thing the first time.
2. Seek to integrate safety into all tasks.
3. Avoid taking short cuts.
4. Take time to ensure a safe workplace.
5. Have a safe and healthy work experience here at the Town of Discovery Bay CSD.

Please join me in striving to achieve our ultimate goal of an injury-free workplace.

Virgil Koehne / General Manager

Responsibilities

1. Administrator

The IIPP Administrator is the General Manager who has the responsibility for the implementation, maintenance, and update of this policy, including ensuring that all employees receive appropriate safety training relative to employee’s job assignments.

2. Employees

Employees have the responsibility of performing their tasks properly and safely. They are to assure themselves that they know how to do the job properly, and ask for additional training or assistance when they feel there is a gap in their ability, knowledge, or training. They should never undertake any task, job, or operation unless they are able to perform it safely.

Compliance

The General Manager is responsible for ensuring that all safety and health policies and procedures are clearly communicated and understood by all employees.

All employees are responsible for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe work environment.

The Town of Discovery Bay CSD's system of ensuring that all workers comply with the rules and maintain a safe work environment includes:

- Informing workers of the provisions of our IIPP Program;

Communication

The Town of Discovery Bay CSD shall inform all employees about general safe work practices and specific hazards unique to employee's job assignments.

The Town of Discovery Bay CSD management recognizes that open, two-way communication between management and staff on health and safety issues is essential to an injury-free, productive workplace. The following system of communication is designed to facilitate a continuous flow of safety and health information between management and staff in a form that is readily understandable and consists of the following:

The Town of Discovery Bay CSD has less than ten employees and communicates with and instructs employees orally about general safe work practices and with respect to hazards unique to each employee's job assignment.

Communications shall also include meetings and training programs when required, or deemed necessary by the Town of Discovery Bay CSD.

Hazard Assessment

Periodic workplace inspections are performed according to the following schedule:

- Hazardous checklist to be reviewed quarterly
- Upon adoption of the IIP Program and any subsequent, substantive amendment;
- When we initially established our IIP Program;
- When new substances, processes, procedures or equipment which present potential new hazards and introduced into our workplace;
- When new, previously unidentified hazards are recognized;
- When occupational injuries and illnesses occur;
- When we hire and/or reassign permanent or intermittent workers to processes, operations, or tasks for which a hazard evaluation has not been previously conducted; and
- Whenever workplace conditions warrant an inspection.

Periodic inspections consist of identification and evaluation of workplace hazards utilizing applicable sections of the attached Hazard Assessment Checklist and any other effective methods to identify and evaluate workplace hazards.

Accident/Exposure Investigations

Procedures for investigating workplace accidents and hazardous substance exposures include:

- Visiting accident scene as soon as possible;
- Interviewing injured workers and witnesses;
- Examining the workplace for factors associated with the accident/exposure;
- Determining the cause of the accident/exposure;
- Taking corrective action to prevent the accident/exposure from reoccurring; and
- Recording the findings and actions taken.

Hazard Correction

When a hazard exists, it shall be corrected in a timely manner based on the severity of the hazard and shall be corrected according to the following procedures:

- When observed or discovered; and
- If an imminent danger exists to any employee, the General Manager will remove these employees from the danger at once except those necessary to correct the existing condition.

Training and Instructions

Training and instruction is provided:

1. When the IIP Program is first adopted or substantively amended;
2. To each employee given new job assignments for which training has not previously provided,
3. Whenever new substances, processes, procedures or equipment are introduced to the workplace and represent a new hazard;
4. Whenever the General Manager is made aware of a new or previously unrecognized hazard;
5. To all employees with respect to hazards specific to each employee's job assignment.
6. To each employee verbally at monthly tailgate discussions/training sessions.
7. On-line, provided for topics pertaining to each employee position.

General workplace safety and health practices include, but are not limited to, the following:

1. Implementation and maintenance of the IIP Program.
2. Emergency action and fire prevention plan.
3. Provisions for medical services and first aid including emergency procedures.
4. Prevention of musculoskeletal disorders, including proper lifting techniques.
5. Proper housekeeping, such as keeping stairways and aisles clear, work areas neat and orderly, and promptly cleaning up spills.
6. Prohibiting horseplay, scuffling, or other acts that tends to adversely influence safety.
7. Proper storage to prevent stacking goods in an unstable manner and storing goods against Doors, exits, fire extinguishing equipment and electrical panels.
8. Proper reporting of hazards and accidents to supervisors.
9. Hazard communication, including worker awareness of potential chemical hazards, and proper labeling of containers.
10. Proper storage and handling of toxic and hazardous substances including prohibiting eating or storing food and beverages in areas where they can become contaminated.

Recordkeeping

The Town of Discovery Bay CSD is a local governmental entity, as defined under the California Labor Code. As such, the Town of Discovery Bay CSD is not required to keep written records of the steps taken to implement and maintain our IIP Program, but shall keep records in accordance with the California Code of Regulations applicable to a private employer.

IIPP – PROCEDURES WHEN ON-THE-JOB INJURY OCCURS

1. Employee Declines – Provide Declining First Aid Injury Treatment Packet (follow complete instructions on the Injury Checklist**)**

- **Employee fills out** – Employee section of the DWC 1, Declination of Medical Treatment Form, and Declination of Medical Treatment Incident Report Form
- **Staff fills out** – Employer section of the DWC 1, Declination of Medical Treatment Form, and Declination of Medical Treatment Incident Report Form, and the Supervisor Incident Report Form (the Investigation Section go over with the Supervisor)

Note: Have the Supervisor sign in the sections for Supervisor

Note: Employer Representative Will be the General Manager – Have Rick sign

NOTE: PROVIDE THE EMPLOYEE WITH THE WELLCOMP PAMPHLET

2. Employee Requests (First Aid) Medical Treatment – Provide the **First Aid Injury with Treatment Packet – This packet is used for things such as first degree burns, minor cuts, and application of bandages. (**follow complete instructions on the Injury Checklist**)**

- **Employee fills out** – Employee section of the DWC 1
- **Staff fills out** – Employer section of the DWC 1, the 5020 Form (can also be done on-line see below for instructions), Supervisor Incident Report Form (the Investigation Section go over with the Supervisor), and the Treating Physician Checklist

3. Employee Requests (Major Injury/Illness) Medical Treatment –

Call Company Nurse – See “Easy Reference Guide” Report a new injury and speak with a Nurse or Report an injury only; update existing report; call back for a referral. Provide the **Major Injury/Illness with Treatment Packet – This packet is used for things such as chest pain, head or neck injury; severe burns (**follow complete instructions on the Injury Checklist**)**

- **Employee fills out** – Employee section of the DWC 1 and the Employee Incident Report Form
- **Staff fills out** – Employer section of the DWC 1, the 5020 Form (can also be done on-line see below for instructions), Supervisor Incident Report Form (the Investigation Section go over with the Supervisor), and the Treating Physician Checklist

4. Pre-Designation Physician Memorandum – Can only be used if the Employee has designated a Physician during the hiring period.

If employee needs Urgent Care, employee can go to: John Muir Diablo Occupational Medicine Clinic, 2400 Balfour Road, Suite 230, Brentwood, CA 94513

If employee needs **Emergency Medical attention**, employee can go to: Sutter Delta Medical Center, 3901 Lone Tree Way, Antioch, CA (925) 779-7200 – Acute Care Hospital

NOTE: THIS WOULD BE ONLY FOR FIRST VISIT – THEN REFERRED TO PHYSICIAN WITHIN THE WELLCOMP PROVIDER NETWORK.

5. CalOSHA Forms 300, 300A, and 301 (pertinent information)

- Fill out the Form 300
- Fill out the Form 301

Note: Complete the 300A at the end of the year

Administrative staff to fill out:

- CalOSHA Form 300 (records to be kept 5 years)
- The balance of Workers' Compensation Claim Form DWC1
- Form 5020 (reporting injury to Insurance Co. (*Bragg & Assoc.*)
- (Code for "Class Code of our Policy" is the Code for that particular employee (i.e.:Park/Maintenance Worker – Code #9420; Water/Sewer Service Worker 1 – Code #7520)
- Submit Form 5020 to SDRMA once injury reported with Form DWC1 to us.

To complete Form 5020 on-line to have automatically generated to SDRMA for claim:

- Go to SDRMA site (Homepage)
- Go to bottom of screen and click on "File a Claim"
- Sign in with User name: **virgilkoehne**
- Password: **vi42dis**
- Policy #: **BOP7217**
- State Unemployment Insurance Account #: **499-0789-2**
- Complete form information
- Submit Form; **Note Claim # on paper at end**; Print (Does not print with Claim #)
- Once Form completed, an e-mail will be sent stating claim # and that Claim has been successfully received/submitted.

7. Get hospital / doctor examination findings form stating condition of employee with instructions employee is to follow and return to work information.

8. After filling out all documents:

- Mail original of Form 5020; and Workers' Compensation Claim Form DWC1 to:
York Insurances Services Group, Inc.
P.O. Box 7245
Stockton, CA 95267
- Keep copy for our Employee File (Personnel – (employee)/Worker's Compensation)
- Keep copy of Hospital / Doctor Results and Employee Incident Report in Employee file.

Rebecca M. Huiras – Claims Examiner (209) 320-0817 email: Rebecca.Huiras@yorkisg.com

Billie Wilson – Supervisor (209) 320-0820 email: billie.wilson@yorkisg.com

Linda Altares – Claims Assistant (209) 320-0801 email: Linda.altares@yorkisg.com

Melissa Melton – Medical Authorization – Fax No (951) 683-3534

Per Dennis Timoney at SDRMA – There is a three (3) day waiting period before any payment is made to employee. The employee may use sick leave/vacation time if available. If employee is out longer than three(3) days, then Worker's Compensation Insurance will start on the fourth(4) day. The employee will receive payment after 14 days. The employee will receive 2/3rds of his/her average weekly wage. If District continues to pay employee beyond the third day, then the Insurance Co. will cut the check to District. Otherwise, the Insurance Co. will cut the check to the employee. If the check is issued to the Town, the Town will dispense the correct amount to the Employee to make sure that the Employee is not "double-compensated". The employee will not incur any out-of-pocket expense. The employee can submit the receipts if any to *Bragg & Assoc.*

Any questions regarding how to fill out Forms –or- procedures to follow:

Contact: Dennis Timoney, Chief Risk Officer at SDRMA – (916) 231-4141 –or- (800) 537-7790 York



Town of Discovery Bay

Program Area: Administrative	Policy Name: Reimbursement and Travel	Policy Number: 008
Date Established: December 6, 2009	Date Amended: N/A	Resolution: 2009-12

**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. Recognizing service to the TODB (for example, thanking a longtime employee with a retirement gift or celebration of nominal value and cost);
5. Attending TODB events;
6. Implementing a TODB-approved strategy for attracting or retaining businesses to the TODB, which will typically involve at least one staff member; and
7. Meetings such as those listed above for which a meeting stipend is expressly authorized under this Policy.
8. Meetings of District representatives or committees in accordance with an adopted District Representative Listing.

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;
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

When attending conferences or meetings that are of such distance that it is more economical to take commercial transportation, if an official takes a privately owned vehicle, commercial air fare will be paid and not automobile mileage. Government and group rates 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 District 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 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.

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.

- c. Employees requesting reimbursement shall fill out the required "Expense Report" form for payment and have it signed by the appropriate department head or District Manager before submittal to the Administrative Services Department.

3. **Car Rental.** Rental rates that are reasonable and economical shall be eligible for purposes of reimbursement.

4. **Taxis or Shuttles.** Taxis or shuttles fares may be reimbursed, including a 15 percent gratuity per fare, when the cost of such fares is equal 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 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. Travelers must request government rates, when available. If the group rate is not available, reimbursement at the IRS rate in effect at the time of travel shall apply (IRS Publication 463).

E. MEALS

A local expense reimbursement policy identifying a "per diem" of reasonable rates for meals is not adopted. Receipts for expenses for meals shall be required. Actual expenses shall be reimbursed subject to the maximum per diem for the meal as set by the IRS rate in effect at the time of travel. (See Cal. Gov't Code §53232.2(c) and Publication 1542 at www.irs.gov. The TODB will not pay for alcohol or personal bar expenses.

F. MISCELLANEOUS EXPENSES

Officials will be reimbursed for actual telephone, fax, and parking expenses incurred on 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 the residents of 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 an expense 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 does not issue credit cards to individual office holders but does have an agency credit card for selected TODB expenses. TODB office holders may use TODB's credit card for such purposes as airline tickets and hotel reservations by following the same procedures for cash advances. Receipts documenting expenses incurred on the TODB credit card and compliance with this policy must be submitted within five (5) 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

All cash advance expenditures, credit card expenses and 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, in addition to any credit card receipts, are also part of the necessary documentation. Inability to provide such documentation in a timely fashion 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 of One Hundred Dollars (\$100.00) for attendance (in addition to any reimbursement for expenses) at the following meetings, provided that total compensation shall not exceed Six Hundred Dollars (\$600.00) per month.

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.

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.



Town of Discovery Bay

Program Area: Administrative	Policy Name: Identity Theft Prevention	Policy Number: 009
Date Established: May 19, 2010	Date Amended: N/A	Resolution: 2010-03

I.

PURPOSE

This Identity Theft Prevention Program (“**Program**”) is being implemented in accordance with the Fair and Accurate Credit Transactions Act of 2003 (P.L. 108-159) and the Federal Trade Commission’s regulations thereunder (16 C.F.R., Part 681) (“**Red Flags Rule**”). The purpose of the Program is to combat identity theft by identifying risk factors for identity theft in connection with the “covered” accounts maintained by the Town of Discovery Bay Community Service District (“**Discovery Bay**”), requiring staff to be alert to “Red Flags” that may indicate identity theft, and advising staff how to handle situations where indications of identity theft have appeared.

The Program applies to all covered accounts maintained by Discovery Bay. “**Covered accounts**” include any accounts maintained primarily for personal, family, or household purposes or that involve or are designed to permit multiple payments or transactions, including utility accounts. Covered accounts also include any other accounts for which there are reasonably foreseeable risks to customers or to the safety and soundness of the Discovery Bay from identity theft. Such risks may include financial, operational, compliance, reputation, or litigation risks.

This Program does not replace or repeal any previously existing policies or programs addressing some or all of the activities that are the subject of this Program. Rather, this Program is intended to supplement any such existing policies or programs.

II.

IDENTIFYING RISK FACTORS

Discovery Bay is required under the Red Flags Rule to assess the risk of identity theft in connection with its covered accounts. As part of this risk assessment, Discovery Bay must identify all types of potentially-covered accounts that it maintains and must review the methods by which such accounts may be opened and are maintained. Discovery Bay must review these in light of all ascertainable “Red Flags” (whether listed below or otherwise) to determine what opportunities for identity theft may arise and what measures are appropriate to address them.

A. RISK ASSESSMENT

Discovery Bay presently maintains the following types of accounts which may be “covered accounts” for purposes of the Fair and Accurate Credit Transactions Act:

Water and sewer utility services accounts

The foregoing accounts may be opened in the following manner:

Service is provided based on ownership and address information obtained from Assessor’s Office. Changes in service can be effectuated by phone or in person.

The foregoing accounts are accessible to the following persons in the manner described below:

Customers may obtain information by phone or in person. Discovery Bay office staff accesses customer account information through password-protected office computers.

Discovery Bay has not previously experienced identity theft issues.

Based on the foregoing, Discovery Bay determines that there is a low risk of identity theft in connection with the covered accounts it maintains. This assessment is based specifically on the lack of previous incidents involving identity theft; the nature of the service provided (i.e., associated specific real property); the small number of individuals having access to account information; and the limited personal information (names and addresses) collected by Discovery Bay.

B. “RED FLAGS” THAT MAY INDICATE IDENTITY THEFT

The following list contains a number of “Red Flags” that may indicate identity theft. When an employee becomes aware of one or more of the following situations concerning a covered account, the employee should react as discussed in Section III, below. However, please note that the following list is merely a list of examples of indicators of identity theft. Staff should exercise sound judgment and seek further verification or report to a supervisor whenever the circumstances seem to believe something is wrong, whether or not those circumstances are specifically listed below.

The Federal Trade Commission has identified a number of “Red Flags” in addition to those listed below. This list omits “Red Flags” that are believed to be inapplicable to Discovery Bay (e.g., “Red Flags” which pertain to credit reports are omitted because Discovery Bay does not perform credit checks or obtain credit reports).

All employees who interact in any way with covered accounts should be alert for the following:

Suspicious Documents

- Documents provided for identification that appear to have been altered or forged.
- Photographs or physical descriptions on the identification that are inconsistent with the appearance of the applicant or customer presenting the identification.

- Other information on the identification that is not consistent with information provided by the person opening a new covered account or customer presenting the identification.
- Other information on the identification that is not consistent with readily accessible information that is on file with Discovery Bay, such as an application form or a recent check.
- A request to initiate service that appears to have been altered or forged, or gives the appearance of having been destroyed and reassembled.

Suspicious Personal Identifying Information

- Personal identifying information provided that is inconsistent when compared against external information sources used by Discovery Bay.
- Personal identifying information that is provided by the customer that is not consistent with other personal identifying information provided by the customer.
- Personal identifying information provided that is associated with known fraudulent activity, as indicated by internal or third-party sources used by Discovery Bay.
- Personal identifying information provided that is of a type commonly associated with fraudulent activity as indicated by internal or third-party sources used by Discovery Bay.
- An identification number provided that is the same as that submitted by other persons opening an account or belonging to other customers.
- An address or telephone number provided that is the same as or similar to the address or telephone number submitted by an unusually large number of other persons opening accounts, or other customers.
- Personal identifying information provided that is not consistent with personal identifying information that is on file with the financial institution or creditor.

Unusual or Suspicious Use of Covered Account

- A new account that is used in a manner commonly associated with known patterns of fraud patterns.
- A covered account that is used in a manner that is not consistent with established patterns of activity on the account.
- A covered account that has been inactive for a reasonably lengthy period of time that is suddenly used (taking into consideration the type of account, the expected pattern of usage and other relevant factors).
- Mail sent to the customer is returned repeatedly as undeliverable although service continues to be used in connection with the customer's covered account.
- Discovery Bay is notified that the customer is not receiving paper account statements.

- Discovery Bay is notified of unauthorized charges or transactions in connection with a customer's covered account.

Notice of Identity Theft

- Discovery Bay is notified by a customer, a victim of identity theft, a law enforcement authority, or any other person that it has opened a fraudulent account for a person engaged in identity theft.

III.

REQUIRED PROCEDURES

Potential identity thieves may be simple opportunists or skillful, determined individuals. Even exercising best efforts, it may not be possible to completely ensure security against identity theft. Nevertheless, it is every employee's duty to protect the security of Discovery Bay's information systems and to safeguard its customers' private information to the greatest extent possible. Carefully adhering to the following procedures will help to minimize opportunities for identity thieves to exploit and will help to minimize the harm they do when an individual's identity is compromised.

Accordingly, Discovery Bay requires that all staff comply with the following procedures and further requires that all third-party service providers with whom it contracts also have in place identity theft prevention programs which comply with the Fair and Accurate Credit Transactions Act.

A. PROCEDURES FOR IDENTIFYING AND PREVENTING IDENTITY THEFT

Opening New Accounts

- Staff must review any request for service for Red Flags.
- Requests for service at a particular address must be checked against ownership records and/or other available information for that address.
- In questionable circumstances, further verification may be accomplished by, e.g., contacting the record owner of the property at which service is requested.

Monitoring Existing Accounts

- All customers must be authenticated before any information concerning a covered account may be provided.
- Staff should review usage patterns and billing histories (particularly in cases where usage continues after a period of nonpayment or escalates after a period of dormancy).
- Only authorized personnel shall be permitted to access covered accounts.
- All computers through which data concerning covered accounts may be accessed must be password-protected.
- Staff shall request from customers and shall keep only those types of customer information necessary for official purposes.

B. PROCEDURES FOR RESPONDING TO SUSPECTED OR CONFIRMED IDENTITY THEFT

Where a possible indication of identity theft (i.e., one or more “Red Flags”) has arisen, staff should evaluate the significance of the Red Flag and take appropriate action. Appropriate action may include, depending upon the circumstances:

- Monitoring a covered account for evidence of identity theft.
- Contacting the customer.
- Terminating service.
- Not opening a new account.
- Notifying law enforcement.
- Determining that no response is warranted under the particular circumstance.

The facts of a particular case may warrant using one or several of these options, or another response altogether. In determining a proper response, staff should consider whether any aggravating factors heighten the risk of identity theft. For example, if staff is presented with expired photo identification, an appropriate response may be to ask for satisfactory alternative identification. If, by contrast, a long-dormant account suddenly experiences heightened activity, contacting the customer directly may be appropriate. Contacting the customer would also be appropriate in instances where identity theft has been confirmed. In still another case, if a “customer” presents fraudulent identification in person, an appropriate response may be to contact law enforcement.

IV. RESPONSIBILITY FOR IMPLEMENTING, ADMINISTERING, AND UPDATING THE PROGRAM

The General Manager is responsible for administering this Program and for keeping it up-to-date. He or she must ensure that all staff handling accounts which are subject to this Program are appropriately trained to detect possible indications of identity theft and are trained on how to respond when they encounter a “Red Flag.”

The General Manager shall be primarily responsible for ensuring that when threats to the security of Discovery Bay’s customers or employees arise in connection with any service that Discovery Bay provides, those threats are responded to promptly, effectively, and in a manner that best protects Discovery Bay, its customers and its employees. The General Manager is also responsible for ensuring that all aspects of this Program are complied with.

Before the close of each fiscal year, the General Manager must prepare or must require his or her staff to prepare a report on Discovery Bay’s compliance with this program. The report must, at a minimum, discuss the following topics:

1. Any significant incidents involving identity theft;
2. Management’s response to those incidents;
3. How effective Discovery Bay’s policies and procedures are at addressing the risk of identity theft when opening new covered accounts;
4. How effective Discovery Bay’s policies and procedures are at addressing the risk of identity theft concerning existing covered accounts;
5. How effective Discovery Bay’s arrangements with its service providers are at preventing identity theft;
- 6.

7. Whether any changes should be made to those policies or procedures or to the arrangements with service providers;
8. Any other issues that bear on the risks of identity theft to Discovery Bay's customers or personnel.

V.

UPDATING THE IDENTITY THEFT PREVENTION PROGRAM

The General Manager must review the Program at least once annually to determine and adapt to any changes in risks to consumers from identity theft. In reviewing the Program, the General Manager should be alert to, among other things:

- Changes in the risk assessment set out under Section II.
- Any Red Flags that may be identified in account systems or procedures, including associated account systems or procedures.
- Evolving methods of identity theft.
- Evolving methods of detecting, preventing or mitigating identity theft.
- Changes in business arrangements, including consolidations, associations, large-scale data or personnel transfers, or changes in service provider arrangements.

VI.

CONCLUSION

Discovery Bay is committed to protecting its customers and employees and to that end requires strict adherence to the procedures set forth in this Program. However, no set of procedures can substitute for the judgment of an individual. Alertness is therefore crucial to preventing identity theft.



Town of Discovery Bay

Program Area: Administrative	Policy Name: Website Policy	Policy Number: 010
Date Established: September 1, 2010	Date Amended: N/A	Resolution: 2010-14

Thank you for visiting the official website of the Town of Discovery Bay Community Services District. We are providing this notice to explain our online information practices and the choices you can make about the way your information is collected and used by the Town of Discovery Bay CSD.

Conditions of Use

By visiting the Town of Discovery Bay CSD website, users agree that they will not use the website for any unlawful activity, or use it in any way that would violate the terms and conditions of use. This website is governed and construed by the laws of the State of California. Any use of the website shall comply with all District, State and Federal laws and regulations. Unauthorized attempts to upload information or change information on this website are strictly prohibited and may be punishable under state law and federal statutes including the Computer Fraud and Abuse Act of 1986 and the National Information Infrastructure Protection Act. We monitor network traffic to identify unauthorized attempts to upload or change information or to otherwise cause damage to the District's website. Anyone using this website expressly consents to such monitoring.

Communications to the District via this website shall in no way be deemed to constitute legal or official notice to the Town of Discovery Bay CSD, its agencies, officers, employees, representatives or agents with respect to any existing, pending or future claim or cause of action against the Town of Discovery Bay CSD or any of its agencies, officers, employees, representatives or agents where notice is required by Federal, State or local law. Nor shall communications to the District via this website be deemed to constitute legal or official notice for any other purpose.

Changes are made periodically to District documents, including District documents, District regulations, guidelines, and schedules, and these changes may or may not be reflected in the materials or information present on this website. Additionally, because the site is frequently under development, materials and information may be deleted, modified or moved to a different part of the website without advance notice.

Under no circumstances shall the Town of Discovery Bay CSD be liable for any actions taken or omissions made from reliance on any information contained herein from whatever source nor shall the District be liable for any other consequences from any such reliance.

The Town of Discovery Bay CSD is neither responsible nor liable for any viruses or other contamination of your system nor for any delays, inaccuracies, errors or omissions arising out of your use of this website or with respect to the material contained on this website, including without limitation, any material posted

on the website. This website and all materials contained on it are distributed and transmitted "as is" without warranties of any kind, either express or implied, including without limitation, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The Town of Discovery Bay CSD is not responsible for any special, indirect, incidental or consequential damages that may arise from the use of, or the inability to use, the website and/or the materials contained on the website whether the materials contained on the website are provided by the Town of Discovery Bay CSD, or a third party.

Links from Town of Discovery Bay CSD Website

The Town of Discovery Bay CSD permits the establishment of links to external websites on the District's official website solely in conformance with this website policy. In the establishment and maintenance of its official website, the District does not intend in any manner to create nor does it create a forum or other means by which public discourse, exchange of opinions, or discussion on issues of any nature may occur. The District is not responsible for, does not endorse, and cannot assure the accuracy of information on these outside websites.

Organizations wishing to establish external links on the District's website must submit a request to the District. The request must contain all information necessary to verify the facts as stated and is necessary to determine whether the proposed link is in compliance with this policy. The Town of Discovery Bay CSD General Manager will review the merits of the requested external link, keeping in mind the criteria and examples listed below, to determine whether the link serves the overall purpose of the District's website. A request will not be denied because of a viewpoint espoused by the person or entity.

At its discretion the District may provide links to external sites that fall into one of the following categories:

Other governmental agencies; utilities, both public and private; bona fide educational institutions as defined in the Internal Revenue Code §501(c)(6); elected public officials; and local and regional public transportation agencies.

The District may, at its discretion, allow links and informational postings for events, meetings, public appearances, and other "community associated" happenings pursuant to this policy and in compliance to the following terms and conditions:

The "event" must be hosted by a public or non-profit or other Community Based organization and the event benefits Discovery Bay; the event must be open to public participation but is not necessarily a "free" event (i.e., golf tournament, fundraising event, concert, etc); the event is a charitable/fundraising event that benefits Discovery Bay in some fashion; and if the event itself is something that the community would enjoy, find valuable, or obtain valuable information by attending. The event must be held by a public or non-profit organization, or a for-profit organization doing non-profit or charitable work (for example, a company sponsoring a 5K run where the proceeds benefit charitable or non-profit organizations). The event must be open to the general public.

The Town of Discovery Bay CSD may decline to post/promote any event should the District's General Manager find that the event does not meet these guidelines and/or should anything about the event itself be found to be objectionable and inconsistent with the policies contained herein.

The Town of Discovery Bay CSD reserves the right to: (1) deny an external link request to any person, business or organization when it is determined, following review of a request, that the entity or organization for which request is made does not meet the criteria set forth in this policy; and/or (2) deny an external link request to any person, business or organization which fails to provide all required information, or fails to provide truthful information.

Some examples, but not all, of the type of websites that the District's website will not provide an external link to other websites or to promote via the events calendar are as follows:

Promoting or exhibiting hate, bias, discrimination, pornography; libelous or otherwise defamatory content; associated with, sponsored by or serving a candidate for elected office, any political party or organization supporting or seeking to defeat any candidate for elective office or any ballot proposal; associated with political organizations or other organizations advocating a position on a local, state or federal issue; and furthering the agenda of a political organization or candidate running for office. Additionally, individual and/or personal home pages will not be Allowed.

The District reserves the right to immediately and without notice to any person or organization: (1) remove any external link if the nature of the organization or business to which the link relates no longer complies with the District's external link Policy; (2) discontinue an external link at any time if entities' website provides or promotes hate, bias, discrimination, pornography, false, slanderous, illegal, political (see above examples of websites the District will not link to), or incorrect information at any time; or (3) to revise this policy without prior notice when to do so is deemed to be in the best interests of the Town of Discovery Bay CSD.

Location and Appearance of External Links

The District reserves the right to determine how and where External links will appear on its website; i.e. what page the link appears on and where the link is placed on the page.

Copyright/Trademark

The District Seal, brand and banner are trademarks of the Town of Discovery Bay CSD. Any use of the materials stored on the District's website is prohibited without the written permission of the Town of Discovery Bay CSD. The Town of Discovery Bay CSD retains all intellectual property rights including copyrights on all text, graphic images and other content. This means that the following acts or activities are prohibited without prior, written permission from the Town of Discovery Bay CSD: (1) modification and/or re-use of text, images or other website content from a District server; (2) distribution of the District's website content; or (3) "mirroring" the District's information on a non-District server.

Third Party Materials

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Disclaimer of Endorsement

Some of the links made available to you through the Town of Discovery Bay CSD's website will allow you to leave the District's site. Please be aware that the Internet sites available through these links, and the materials that you may find at those sites are not provided by, endorsed by or under the control of the Town of Discovery Bay CSD. Therefore, the District cannot and does not make any representation to you about these sites or the materials available on the sites. The fact that you may be able to access these additional sites from the District's website is not an endorsement or recommendation to you by the District of any of these sites or any material found there. The District is providing these links only as a convenience to you, and your access to these additional sites is done at your own risk.

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Indemnification/Hold Harmless

By using the District's website, user agrees to indemnify or hold harmless the Town of Discovery Bay CSD for any occurrence resulting from an act of user's use of the District's website. The District will take all reasonable precautions to safeguard the confidentiality of user information, but is not liable for any injury caused by the disclosure of that information, whether caused by security breach, accident, inadvertence, or any other act resulting in disclosure.

Links to the Town of Discovery Bay CSD's Website

Advance permission to link to the District's Website is not necessary. However, the organization linking to the Town of Discovery Bay CSD's website should understand that content and internal web links may change at any time without notice.

Entities and individuals shall not link to the District's website nor capture pages within frames and present the District's website content as its own, or otherwise misrepresent this website's content or misinform users about the origin or ownership of its content.

PRIVACY AND SECURITY POLICY

Privacy Statement

The Town of Discovery Bay CSD ("District") is committed to protecting the privacy of the individuals utilizing the District's Website; however, personal information submitted to the District's Website may be subject to disclosure pursuant to various California laws, including, but not limited to, the California Civil Discovery Act of 1986 and the California Public Records Act. The District may share such information with other agencies if: (1) the information relates to that agency; (2) to protect the interests of others; (3) to protect and defend the rights or property of the District; or (4) as otherwise provided by law.

The District's Website contains links to other sites. Please be aware that the District is not responsible for the privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of each and every Website that collects personally identifiable information. This privacy statement applies solely to information collected by the District's Website.

The Town of Discovery Bay CSD does not use its Website to:

Collect personal information for commercial marketing. The District will not send you unsolicited email regarding any commercial offers or advertisements at any time.

Create individual profiles with the information provided by users of this site, nor does it give such personal information to third parties or private organizations. The District does not track personal information about individuals and their visits.

The Town of Discovery Bay CSD does use its Website to:

Collect personal information for the purpose of responding to a user's request or input, or to complete an online transaction. If a user chooses to provide the District with personal information, such as sending an e-mail to a District employee or by filling out and submitting an online form located on the District's Website, the District may use that information to respond to the user's message and to assist in obtaining information the user may have requested. The District treats e-mails submitted by a user the same way it treats letters to the District. The District will not share e-mail addresses submitted by a user through the District's website.

Provide electronic commerce capabilities, should a user provide any personal information and/or payment information while using the District's Website. Such information may be collected, processed and disclosed to complete an online transaction and for record-keeping for such activities as billing, permits, licenses and other business-related purposes.

Collect usage statistics for site management, such as assessing what information is of most and least interest, determining technical design specifications, and identifying system performance issues. The information does not identify you personally. The following information about your visit is collected: the Internet domain and/or IP address from which you access the District's Website; the type of browser and operating system used to access the District's Website; the date and time of the visit; the pages visited; and if you link to the District's Website from another website, the address of that Website.

The District's Website may transfer information to your computer through cookies or other technology. The use of cookies or similar technology is an industry standard and does not personally identify users, although they do identify a user's computer. Cookies or similar technology can make the Internet more useful by storing information about your preferences on a particular site. If preferred, you can configure your browser to refuse cookies. However, you may not be able to take full advantage of the District's website if you do so.

Security Statement

The District Website utilizes encryption technology. However, the user should not assume that information submitted to the District Web server would be treated as confidential (See above Privacy Statement). If a user submits information to the District's server through a web page containing visible indicators of active encryption technology, the District will take all reasonable precautions to safeguard the confidentiality of such information.

Web Accessibility Guidelines

The Town of Discovery Bay CSD is committed to providing equal access to its electronic information technologies and services for all residents, visitors and business customers. As the World Wide Web has become an essential means by which we provide information to and conduct transactions with our community, our goal is to provide information and services in ways that work effectively for all.

It is one of our goals to continually improve the Web site to achieve compliance with the latest standards in functionality and universal accessibility. We follow the federal ADA Section 508 rules.

Tools for Blind & Visually Impaired Users

Adobe, the makers of Acrobat and Acrobat Reader, have developed tools to assist blind and visually impaired users. Please visit the **Adobe Accessibility** area for more information. Please note that the tools designed to create simple HTML documents easily read by standard speech-synthesis software will not retain the graphic images or text formatting of an original Adobe PDF.

Additional Applications

Some of the services and information posted on Town of Discovery Bay CSD website require that a user download and install additional applications as part of their browser software. The basic versions of these applications are offered, at no cost, on the vendors' Web sites. These applications include:

Adobe Acrobat Reader - The District uses Adobe Acrobat to create Portable Document Format (PDF) files to provide online access to District documents in their original formatting. There are several converter applications available online that will convert PDF documents into a variety of alternate document formats, including simple HTML. Please visit **PDF Zone** for additional resources.



Town of Discovery Bay

Program Area: Finance	Policy Name: Purchasing & Procurement	Policy Number: 011
Date Established: November 3, 2010	Date Amended: N/A	Resolution: 2010-15

PURCHASING AND CONTRACTING

A purchasing system is adopted in order to establish efficient procedures for the purchase or procurement of supplies, services and equipment at the lowest possible cost commensurate with the level of quality required, to exercise financial control over the purchase or procurement, and to clearly define authority for the purchasing function.

I. Purchasing Agent Designated;

a. The General Manager is the designated Purchasing Agent. The Purchasing Agent may delegate all or a portion of the purchasing duties to any District staff member. The Purchasing Agent shall have the authority to:

- Purchase or contract for supplies, services and equipment required by the District, in accordance with purchasing procedures outlined in this policy;
- Negotiate and recommend execution of contracts for the purchase of supplies, services and equipment;
- Act to procure for the District the necessary quality in supplies, services and equipment at the lowest responsible cost to the district;
- Prepare and recommend to the Board of Directors revisions and amendments to the purchasing rules;
- Establish and maintain such forms as reasonably necessary to the operation of purchasing guidelines;
- Supervise the inspection of all supplies, services and equipment purchased to insure conformance with required specifications;
- Recommend the sale or disposal of all supplies and equipment which cannot be used by the District, or which are no longer suitable for District use;

- Maintain a bidder's list and other records necessary for the efficient acquisition of goods and services.
- b. The General Manager (or designee) is hereby authorized to sign all contracts for the purchase of goods or services awarded pursuant to this section or separately approved by the Board of Directors.

Purchase or Procurement of Goods or Services Exceeding \$25,000

- a. When the amount or value involved is at least \$25,000, the purchase shall be made by the Board of Directors through competitive bid as outlined below:
- Notice inviting bids shall include a general description of the services and/or articles to be purchased or sold, where bid blanks and specifications may be obtained, the time and place for bid openings, and whether bid deposit or bond and faithful performance bond will be required
 - Notice inviting bids shall be posted on the Districts website at www.toddb.ca.gov and in at least two public places in the District that have been designated as the location for posting public notices, at least 10 days before the date of opening the bids.
 - The Purchasing Agent shall also solicit sealed bids from all responsible prospective suppliers whose names are on the bidder's list and may advertise the notice inviting bids in applicable publications.
 - When deemed necessary by the Purchasing Agent or Board of Directors, any bidder may be required to submit a bid deposit or bond in an amount determined by the Purchasing Agent or Board of Directors. A successful bidder (and the bidder's surety, if a bond is furnished) shall be liable for any damages upon the bidder's failure to enter into a contract with the District or upon the failure to perform in accordance with the tenor of their bid.
 - When deemed necessary by the Purchasing Agent or Board of Directors, any person or entity entering into a contract with the District may be required to furnish a faithful performance deposit or bond in an amount determined by the Purchasing Agent or Board.
 - Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than 30 calendar days after the bid opening.
 - At its discretion, the Board of Directors may reject all bids presented and re-advertises for bids.

- Contracts shall be awarded by the Board of Directors to the lowest responsible bidder, except as otherwise provided herein.
- All contracts shall be processed with a tracking Purchase Order and all funds encumbered at the contract value.
- If two or more bids received from responsible bidders are for the same total amount or unit price, quality and service being equal, preference shall be given to the local vendor, or the Board of Directors may accept the lowest bid made by negotiation with the tie bidders and the Purchasing Agent at the time of the bid opening.

II. Award of Bid

- a. Purchase or Procurement or Contracts shall be awarded after consideration of the following factors:
 - The ability, capacity and skill of the bidder to perform the contract or provide the service required;
 - The ability of the bidder to perform the contract or provide the service promptly or within the time specified, without delay or interface;
 - The reputation and experience of the bidder;
 - The previous experience of the District with the bidder;
 - The previous existing compliance by the bidder with federal, state, and local laws and ordinances;
 - The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
 - The ability of the bidder to provide future maintenance and service of the use of the subject of the contract;
 - The number and scope of conditions attached to the bid.

- b. The provisions of this section requiring competitive bidding shall not apply to the following:
- Contracts involving the acquisition of professional or specialized services, such as, but not limited to, services rendered by architects, attorneys, engineers, and other specialized consultants;
 - When the District's requirements can be met solely by a single patented article or process;
 - When no bids have been received following bid announcements under other provisions of this section;
 - When the amount involved is less than \$25,000;
 - When an emergency requires that an order is placed with the nearest source of supply;
 - When a purchase involves goods of a technical nature, and it would be difficult for a vendor to bid on a standard set of specifications, the Purchasing Agent shall undertake a thorough review of known products and a comparison of features which would most closely meet the District's needs at the least cost;
 - For janitorial services for District buildings and facilities;
 - When another agency has administered a competitive bidding process within the past two years for the same or substantially similar supplies, services or equipment and the District desires to utilize that other agency's bidding process.
- c. When the procurement falls into any of the categories listed above, and the amount does not exceed \$25,000, the Purchasing Agent may authorize the use of the other purchasing procedures set forth in this section, depending on the value of the goods or services. When the procurement falls into one of the categories listed above, and the amount exceeds \$25,000, procurement without competitive bidding must be authorized by the Board of Directors by simple majority, except as otherwise provided above.
- d. Any request for an exception under this section shall include the nature of the contract, amount of the contract, and the reasons why competitive bidding is not feasible.

III. Purchase or Procurement of Goods or Services between \$10,000 and \$25,000

- a. All purchases or procurement for goods or services that exceed \$10,000 shall be authorized by the Board of Directors at a Regular or Special Meeting thereof.
- The provisions of this section requiring Board authorization shall not apply for maintenance and repair of District owned buildings or facilities.

- b. If the amount or value involved in a purchase is \$10,000 or more, but less than \$25,000, the Purchasing Agent may allow the purchase without written bid, by informal price checking through telephone or mail inquiry, comparison of prices on file or otherwise, subject to Board authorization.
- c. Every attempt shall be made to receive at least three price quotations.
- d. At the discretion of the Purchasing Agent, the acquisition of goods and services the value of which is at least \$10,000, but less than \$25,000, the formal competitive bid process may be used.

IV. Purchase or Procurement between \$101 and \$10,000

If the amount or value involved in a purchase is at least \$100, but less than \$10,000, the Purchasing Agent may make the purchase, without written bid, by using purchase orders or by direct purchase and through comparison pricing from at least 3 sources via telephone, internet, written price proposal or using on site information.

- a. A summary of all purchases authorized by the Purchasing Agent (or designee) between \$5,000 and \$10,000 shall be provided to the Board of Directors on a monthly basis.

V. Purchase or Procurement Up To \$100

If the amount or value involved in a purchase is \$100 or less, the Purchasing Agent may make the purchase, without written bid, by using direct purchase, including by using available petty cash.

VI. Credit card purchases.

It is recognized that certain authorized employees are issued a District Credit card for incidental purchases. Incidental purchases include fuel for vehicles, small supplies such as hardware, and online purchases where a credit card is the only method of payment. In addition, while traveling on District business, credit cards may be used for transportation, hotel, and meals when applicable and authorized by the General Manager. All credit card purchases shall be authorized by the General Manager. Credit Card purchases shall not be used for the purpose of evading the competitive bidding provisions of this Policy.

VII. Purchase Orders.

All Purchase or Procurement over \$1,000 shall be documented by a purchase order prepared by the Purchasing Agent. The original copy shall be directed to the vendor and one copy shall be retained for the purchase order file. The final copy shall be directed to the department for whose benefit the purchase is being made to be used as a receiving report.

VIII. Availability of Sufficient Funds.

No purchase order shall be issued until it has been ascertained that there is to the credit of the department of the District for whose benefit such purchase is to be made a sufficient unappropriated balance in excess of all unpaid obligations to defray the amount of such order.

IX. Inspect and Review.

The Purchasing Agent shall require the inspection of supplies and equipment delivered, and contractual services performed, to determine their conformance with the specifications and requirements set forth in the order or contract.

X. Surplus Supplies and Equipment.

At such times as determined by the Purchasing Agent, reports shall be prepared showing all supplies and equipment which are no longer used or which have become obsolete or worn out. The Purchasing Agent shall have the authority to sell trade or exchange all said supplies and equipment. The manner of disposing of surplus property shall be consistent with the procedures for Purchase or Procurement set forth in this section, depending on the value of the property.

XI. Splitting Orders Prohibited.

It is unlawful to split or separate into smaller orders the purchase of supplies, materials, equipment or services for the purpose of evading the competitive bidding provisions of this Policy.

XII. Exceptions – Public Projects.

This Policy is expressly made inapplicable to bids for public projects as defined by Public Contracts Code Section 20680 and where the expenditure required for the public project exceeds the limit set by Public Contracts Code Section 20682. The provisions contained in Public Contracts Code Section 20680 et seq.

XIII. Exceptions – Contracting during Declared Emergencies, Emergency Cleanup, or Emergency Cleanup of Hazardous Materials or Waste.

When, in the discretion of the General manager, or designee, it is determined that a declared Emergency exists, or a hazardous spill has occurred and that immediate cleanup is required to prevent the spill from entering the storm drain system or any watercourse, the General Manager, or designee, may contract for the cleanup of the spill. Any such contract in the amount of \$10,000 or less may be entered into on behalf of the District by the General Manager, or designee, without prior Board of Directors approval; however, a contract in excess \$10,000 shall be ratified by the Board of Directors at the next regular or special meeting of the Town of Discovery Bay Board of Directors.

XIV. Protest Procedure.

After the award of any contract, any unsuccessful bidder may challenge the bid procedure by filing a written protest with the General Manager. The protest must set forth the reasons for the challenge and must be filed within 10 days of the award of the contract. The General Manager shall review the protest and provide a written reply in an expeditious manner. The decision of the awarding authority with respect to the protest shall be final. Failure to file a timely protest shall be deemed a waiver of any challenge to the procedure or award of contract.



Town of Discovery Bay

Program Area: Parks and Landscaping	Policy Name: RESV & Rental Fee Sch	Policy Number: 012
Date Established: April 20, 2011	Date Amended: July 16, 2013	Resolution: 2013-13

Park Area	Hourly	Half Day (6 Hr)	Daily (Operating Hours)	Deposit
Cornell Park – Tennis Court	Resident: \$5.00 Non-Resident: \$7.50 Organization/League: \$7.50 Non-Profit: \$5.00	Resident: \$25.00 Non-Resident: \$37.50 Organization/League: \$37.50 Non-Profit: \$25.00	Resident: \$50.00 Non-Resident: \$75.00 Organization/League: \$75.00 Non-Profit: \$50.00	\$50.00*
Cornell Park – Baseball Field	Resident: \$5.00 Non-Resident: \$7.50 Organization/League: \$7.50 Non-Profit: \$5.00	Resident: \$25.00 Non-Resident: \$37.50 Organization/League: \$37.50 Non-Profit: \$25.00	Resident: \$50.00 Non-Resident: \$75.00 Organization/League: \$75.00 Non-Profit: \$50.00	\$100.00
Cornell Park – Pickle Ball Courts (Single Court Fees)	Resident: \$5.00 Non-Resident: \$7.50 Organization/League: \$7.50 Non-Profit: \$5.00	Resident: \$25.00 Non-Resident: \$37.50 Organization/League: \$37.50 Non-Profit: \$25.00	Resident: \$50.00 Non-Resident: \$75.00 Organization/League: \$75.00 Non-Profit: \$50.00	\$50.00*
Cornell Park – Soccer Field	Resident: \$3.50 Non-Resident: \$5.25 Organization/League: \$5.25 Non-Profit: \$3.50	Resident: \$17.50 Non-Resident: \$26.25 Organization/League: \$26.25 Non-Profit: \$17.50	Resident: \$35.00 Non-Resident: \$50.00 Organization/League: \$50.00 Non-Profit: \$35.00	\$50.00
Cornell Park – Shaded Picnic Area	Resident: \$7.50 Non-Resident: \$10.00 Organization/League: \$10.00 Non-Profit: \$7.50	Resident: \$37.50 Non-Resident: \$50.00 Organization/League: \$50.00 Non-Profit: \$37.50	Resident: \$75.00 Non-Resident: \$100.00 Organization/League: \$100.00 Non-Profit: \$75.00	\$50.00
Cornell Park – Bocce Ball Courts	Resident: \$3.50 Non-Resident: \$5.25 Organization/League: \$5.25 Non-Profit: \$3.50	Resident: \$17.50 Non-Resident: \$37.50 Organization/League: \$37.50 Non-Profit: \$17.50	Resident: \$35.00 Non-Resident: \$50.00 Organization/League: \$50.00 Non-Profit: \$35.00	\$25.00*
Cornell Park – Horse Shoe Pits	Resident: \$3.50 Non-Resident: \$5.25 Organization/League: \$5.25 Non-Profit: \$3.50	Resident: \$17.50 Non-Resident: \$37.50 Organization/League: \$37.50 Non-Profit: \$17.50	Resident: \$35.00 Non-Resident: \$50.00 Organization/League: \$50.00 Non-Profit: \$35.00	\$25.00*
Ravenswood Park - Covered Picnic Area 1	Resident: \$6.00 Non-Resident: \$8.50 Organization/League: \$8.50 Non-Profit: \$6.00	Resident: \$30.00 Non-Resident: \$42.50 Organization/League: \$42.50 Non-Profit: \$30.00	Resident: \$60.00 Non-Resident: \$85.00 Organization/League: \$85.00 Non-Profit: \$60.00	\$50.00
Ravenswood Park -Covered Picnic Area 2	Resident: \$6.00 Non-Resident: \$8.50 Organization/League: \$8.50 Non-Profit: \$6.00	Resident: \$30.00 Non-Resident: \$42.50 Organization/League: \$42.50 Non-Profit: \$30.00	Resident: \$60.00 Non-Resident: \$85.00 Organization/League: \$85.00 Non-Profit: \$60.00	\$50.00
Ravenswood Park – Soccer Field	Resident: \$3.50 Non-Resident: \$5.25 Organization/League: \$5.25 Non-Profit: \$3.50	Resident: \$17.50 Non-Resident: \$26.25 Organization/League: \$26.25 Non-Profit: \$17.50	Resident: \$35.00 Non-Resident: \$50.00 Organization/League: \$50.00 Non-Profit: \$35.00	\$50.00
Community	Resident: \$5.00	Resident: \$25.00	Resident: \$50.00	\$50.00*

Center – Tennis Courts (Single Court Fees)	Non-Resident: \$7.50 Organization/League: \$7.50 Non-Profit: \$5.00	Non-Resident: \$37.50 Organization/League: \$37.50 Non-Profit: \$25.00	Non-Resident: \$75.00 Organization/League: \$75.00 Non-Profit: \$50.00	
Community Center – BBQ Area	Resident: \$7.50 Non-Resident: \$10.00 Organization/League: \$10.00 Non-Profit: \$7.50	Resident: \$37.50 Non-Resident: \$50.00 Organization/League: \$50.00 Non-Profit: \$37.50	Resident: \$75.00 Non-Resident: \$100.00 Organization/League: \$100.00 Non-Profit: \$75.00	\$50.00

Park use is on a first come, first served basis. Reservations are strongly encouraged and are **required** by Sports Leagues/Organizations (regardless if use is for organized practice or game play), for groups over 50, and any time a user intends to bring inflatable play equipment into the park.

Any user who has made a reservation has priority over a user that has not made a reservation.

Residents must show proof of residency at time of reservation request.

Non-Profit groups shall present verified and current 501(c)(4) non-profit status at the time of the reservation request.

Long-term rentals for Sports Organizations or Leagues: Fees and other terms will be outlined in a separate Memorandum of Understanding.

“Organization” shall include those individuals and groups which operate trainings, lessons or games for profit.

* Deposits on Horse Shoe Pits, Bocce Courts and Tennis Courts shall be waived if reserved for less than 3 hours; unless equipment is requested.



Town of Discovery Bay

Program Area: Parks and Landscaping	Policy Name: Park Rules and Regulations	Policy Number: 013
Date Established: April 20, 2011	Date Amended: July 16, 2013	Resolution: 2013-13

GENERAL INFORMATION

These Rules and Regulations shall apply to all Town of Discovery Bay Community Services District's (District) owned or maintained Parks and common areas.

II. PARK HOURS

Park hours shall be based upon the amount of light available for the safety of park users. Closing hours are one-half hour after sunset to one-half hour before sunrise on the following day.

When the parks are closed, lighted pathways may be used for traveling from one location to another; however, loitering on any pathway after the park is closed is prohibited.

No person may enter, loiter or remain, or allow or maintain a motorized vehicles, bike or skateboard, in any park after the park is closed for public use. No vehicle may be left overnight for any reason, without the authorization of the General Manager or his/her designee.

III. PARK USE

In general, park use is on a first come, first served basis. However, reservations are strongly encouraged and are required for all sports leagues, organizations, groups over 50, or any time a user intends to bring inflatable play equipment into any Park.

Any user who has made a reservation has priority over a user that has not made a reservation.

Individuals or groups wishing to make a reservation must be at least 18 years of age. Applications must be submitted to the District office a minimum of five (5) days in advance of their scheduled event.

To reserve an area in one of the Parks, the following process must be followed:

1. The user must obtain a packet from the Town office which includes the following:
 - a. Park Usage & Rental Policy
 - b. Park Reservation & Rental Fee Schedule
 - c. Park Reservation & Use Permit Application

2. All Fees and Deposits must be paid to the District office a minimum of five (5) days in advance of their scheduled event.

All terms and regulations of the "Park Usage & Rental Policy" shall apply to reservations.

IV. ATHLETIC FIELDS (BASEBALL & SOCCER)

In general, the use of all baseball and soccer fields will be governed by "Memorandum of Understanding (MOU)" which is negotiated annually with specific user groups.

When a field is not scheduled for use under a League or Organization agreement (MOU), it is available for public use. Reservations for day use can be made at the District office.

All users will adhere to the "Rainy Day" policy where if it has rained anytime in the three-hour period prior to scheduled field use, all activity shall be canceled. If rain begins during field use and continues for thirty minutes, all activity shall be canceled. Additionally, if the field is obviously too wet or in a condition where practice or active play would damage the field or turf, such practice play shall be postponed until the field has dried out to a point

IV. ATHLETIC FIELDS (BASEBALL & SOCCER) – Cont.

where footprints will not make a lasting impression. Users may reschedule their event or receive a refund if they have been rained out.

Users may not use fences for backstops, goals, or the like, which may cause damage.

V. BASKETBALL COURTS

For safety reasons, open-toe shoes or sandals are not permitted.

Hanging from the basketball rims and slam dunking is not permitted.

All disputes and disagreements shall be handled in a calm manner. Fighting or loud, abusive language is prohibited and will lead to removal from the courts.

When players are waiting, the following rules apply:

1. Games are played to 11 points, with each basket being worth 1 point.
2. Winning teams may remain on the court until they lose.
3. Full court games take precedence over half-court games; however, if a half-court game is in progress, full court games must wait for the current game to finish before taking court.
4. If the winning team of a half-court game does not wish to play full-court, they must leave the court.

VI. TENNIS COURT

For safety reason, tennis shoes must be worn at all times.

Courts are to be used for Tennis or Tennis like sports, ONLY. All other equipment is strictly prohibited.

Tennis courts may be reserved at the District office on a first come, first served basis.

Players holding reservations have priority use of the Tennis Courts; however, if the reservation holder arrives late (20 minutes) or more, the reservation is forfeited.

When operating on a first come, first serve basis, one user can not hold a court while waiting for another. All users must be present to secure a court.

When players are waiting, the following rules apply (except in the circumstance of a reservation):

1. Users already in play on the court may finish their match.
2. Singles matches may not exceed 1 hour.
3. Doubles matches may not exceed 1 ½ hours.
4. Once a match has been completed, the players must give use of the court to waiting users.

No animals are allowed on the court or inside the tennis area.

Persons not abiding by the above rules may be denied permission to use tennis courts in the future.

VII. SPLASH PAD

The Splash Pad is unsupervised. All persons using the facility do so at their own risk.

All children must have adult supervision at all times.

Swim suits and/or appropriate attire must be worn at all times.

Footwear/sandals are strongly recommended.

Food and/or beverages of any kind are not allowed on the Splash Pad.

No glass containers or breakable objects are allowed on the Splash Pad.

No skateboards, roller blades, bicycles, and/ or scooters are allowed on the Splash Pad.

Dogs/pets are not allowed on the Splash Pad.

Swim diapers are required for all non-toilet-trained users.

VII. SPLASH PAD (Cont.)

Roughhousing or violent play is prohibited.

The Splash Pad is not available for reservation.

Operations Hours will vary depending on temperature, time of year, budget availability and safety concerns.

VII. SWIMMING POOL

General Pool Rules

All users over the age of 2 entering the pool facility must pay an entrance fee.

Swimmers must shower before entering pool.

All users will comply with the direction of the Lifeguard(s) and/or Aquatics Staff. Failure to comply will result in dismissal from the facility.

Users will limit their conversations with the Lifeguards. General questions should be directed to Aquatics Staff in office.

Users shall not block the view of a Lifeguard.

Food and drinks may be consumed on lawn areas inside or surrounding the pool area; No food or drinks of any kind will be allowed on the pool deck.

No glass containers are allowed within the pool area.

Children under thirteen years of age must be accompanied by a responsible person over the age of 18.

Children six years of age and under must remain within arm's reach of the adult, in or out of the water, at all times.

Children between the ages of 13 and 18 need not be accompanied by a responsible person over the age of 18, as so long as their parent/guardian signs waiver in the presence of Aquatics personnel.

Attire

All swimmers must wear a bathing suit. Only clean bathing suits are allowed in the pool.

Rash guards that are loose are permitted in the water for sun protection purposes only.

Clothing with metal zippers, snaps, buckles or buttons are not permitted.

Street clothing including; T-Shirts, basketball shorts, cut-offs, bike shorts, leotards, etc. are not allowed in the water.

Infants and Toddlers must wear swim diapers under their swimsuits.

Conduct and Safety

No running in the pool area.

No roughhousing inside the pool area, showers or locker rooms.

No person shall hang on the back of another person.

No floatation devices (water wings, inflatable tubes, etc.). Only US Coast Guard approved lifejackets that have been inspected by Aquatics personnel are allowed. An adult must be supervising the child at all times.

Small toys are allowed in the water once they pass the approval of the lifeguard on duty.

No profanity

Animals are not permitted in the pool area.

Swimmers may be required to demonstrate, to a lifeguard, that they can swim one width of the pool to be eligible to swim in the deep end.

Operations Hours will vary depending on temperature, time of year, budget availability and safety concerns.

IX. ANIMALS WITHIN THE PARK

No person owning, possessing, harboring or controlling any animal shall allow such animal to be at large. In the case of a dog, at large means "not under effective restraint by a leash". In the case of animals other than dogs, at large means "not in the immediate presence or under their effective control of such person, in any place or position with the capacity to injure persons or property, or fights, bites or causes harm to any other animal or person".

It shall be the responsibility of persons having charge of any animal to collect and dispose of excrement deposited in any public park.

IX. ANIMALS WITHIN THE PARK (Cont.)

No animal may enter or remain within any park area reserved for children or enter any play apparatus area.

No animal may be left unattended.

With the authorization from the District's General Manager, or his/her designee, animals may be brought onto public parks or facilities for the purpose of animal shows, exhibits, festivals and the like.

All park users are subject to Contra Costa County Ordinances relating to animal control services. Violations may be reported directly to Contra Costa County Animal Services at (925) 335-8398.

X. AUTOMOBILES, BICYCLES AND OTHER CONVEYANCES

Unless specifically authorized, no person shall drive or propel any automobile, truck, motorcycle, motor scooter, motorized skate boards or scooter, or any other motor powered vehicle within any park, except on the roads, driveways and/or parking lots provided and designated by the District General Manager or his/her designee for such use.

Parking overnight in any park parking lot is prohibited.

No person shall park any vehicle on any lawn or planted area in any park, unless specifically authorized by the District's General Manager or his/her designee.

No person shall wash, grease, service or repair any vehicle in public park areas unless authorized by the District's General Manager.

No motor vehicle or other conveyance shall be parked in any other area than an established or designated parking area.

Persons shall not ride or drive any horse or other animal within parks or common areas, unless authorized to do so by the District's General Manager or his/her designee.

Persons riding bicycles, skateboards, skates may ride upon the designated improved park road or pathway (asphalt or concrete) only, and then only when operated in a safe manner and yielding to pedestrians. Trick and exhibitions, including grinding, jumping starts and rails on benches, are strictly prohibited.

Caution and courtesy shall be followed when riding bicycles, skateboards or roller skates within any public park.

XI. FIRES, CAMPFIRES AND BARBEQUES

Fires, campfires, and barbecues (BBQ) shall be permitted only in grills already provided in the park and may not be left unattended. Fuel shall be of such types and fires kindled in such a manner as to prevent the danger of fire in the surrounding vegetation. No personal BBQ's are allowed unless specifically authorized by the District's General Manager or his/her designee.

Before leaving the premises, a park user starting a fire in an authorized place shall be responsible for assuring that the fire is thoroughly extinguished. Used coals, fuel or other flammable material used to cook should be left on the grill provided in the park and should not be dumped into garbage receptacles, bushes or on any lawn area.

XII. USE OF INFLATABLE PLAY EQUIPMENT

The District requires any user, or operator, who intend to bring inflatable play equipment into the park provide the District with a certificate of liability insurance for one million dollars (\$1,000,000.00) with the Town of Discovery Bay Community Services District named as an additional insured. The certificate must be on file with the District office at least five (5) business days prior to the event. Proof of insurance may be faxed to (925) 513.2705.

Inflatable play equipment may only be operated in areas specifically designated by the District.

Power sources are not available at Ravenswood Park. Generators may be used only with District authorization, and only between the hours of 10am and 6pm.

XIII. GOLF, ARCHERY AND HORSESHOES

No person shall play or practice golf, archery or horseshoes, except in designated areas.

XIV. MODEL AIRPLANES, CARS AND OTHER SIMILAR DEVICES

No person shall fly model airplanes or operate gas powered model cars, vehicles, or other similar gas powered remote controlled devices within the grounds of any District park.

Battery powered remote controlled vehicles or devices may be used, but in a courteous manner, yielding to pedestrians and other park users.

XV. RESTROOM USE

No person shall use restrooms designated for the opposite sex, except children (age 6 and under) accompanied by an adult.

All persons shall cooperate in maintaining restrooms in a neat and sanitary condition.

XVI. ALCOHOL

No person shall consume, possess, sell, serve or cause to be served, any alcoholic beverage of any kind within a park area (reserved or not).

Violation of this regulation shall be grounds for immediate removal from any park area, citation by the Contra Costa County Sheriff's Department, and revocation of future use and reservation privileges.

XVII. DISORDERLY CONDUCT PROHIBITED

Public parks are for the enjoyment and benefit of those persons who desire to use the facilities in an orderly manner. Disorderly conduct, including the following, is prohibited:

1. Use of language which is offensive and likely to provoke an immediate violent reaction, including playing music which would do the same.

2. Throwing of rocks, stones or other missiles, likely to cause damage to any person, property, or animal. Use of typical play equipment, such as a Frisbee or baseball, shall be allowed so long as it does not endanger other park users.
3. Carrying firearms or other dangerous weapons in the park, that is potentially dangerous to human safety and wildlife, other than police officers in the discharge of their duties. Weapons prohibited under this section include, but are not limited to: firearms, any gun, pistol, bow and arrow, slingshot, or any type of object or device capable of propelling a projectile, knives (other than pocket or kitchen knives for the purpose of preparing or serving food), daggers, and martial arts weaponry, axes or machetes.
3. Possess, sell, display or discharge any fireworks or firecracker of any sort, except with explicit written authorization from the District General Manager and the East Contra Costa Fire Protection District.
4. Playing any game of chance, or operating any gaming table or instrument, or equipment designed for such game of chance.
5. Aggressive behavior, such as pushing, shoving, or intentionally walking/riding close to another while walking, running, riding a bicycle, scootering, skateboarding, or roller/in-line skating.
7. Begging or soliciting contributions or subscriptions.
8. Climbing upon or tending to deface any wall, fence, shelter, building, structure or other public facility or equipment.
9. Appearing unclothed or in such attire, costume or clothing as to be exposed to public view.

Persons who are disorderly or publicly offensive to other park users or nearby residents shall be asked to cease such activity, and upon failure to do so, may be required to leave the park.

XVIII. EXCESSIVE NOISE PROHIBITED

No person shall make excessive noise that distracts or disturbs park patrons or nearby residents.

XIX. SELLING AND ADVERTISING

No person shall sell, offer for sale, or give away any goods, wares or merchandise, or services (including training courses) within any park without having obtained authorization from the District's General Manager or his/her designee.

No person shall affix, cause to be posted or affixed to any tree, shrub, plant, fence, building, structure, monument, wall apparatus, post, bridge, bench, gate or other physical object, any handbill, circular, booklet, card, pamphlet, sheet, poster or written or printed notice advertising any commodity, article, merchandise, business activity, person, or thing within any public park without the prior authorization of the District's General Manager or his/her designee.

XX. EMERGENCIES

In an emergency or when the District's Board of Directors shall determine that the public interest, or public health, or public safety demands such action, any park, or any part or portion thereof, may be closed to the public and all persons may be excluded there from until the District's Board of Directors or emergency personnel shall determine that public use of the

park or the portion thereof may be properly resumed and orders the park or portion of thereof reopened to public use.

XXI. EXHIBITIONS, EVENTS, FESTIVALS, MEETINGS & ASSEMBLIES

Any person group, society, club or organization wishing to set up or maintain any exhibition, place of amusement, concert, picture show, bandstand, performance, entertainment or other form of amusement, or a function, business meeting, assembly, demonstration or any large gathering (with the exception of a parade) where the expected attendance is 50 people or more occupying the park at any one time, must first obtain permission from the District's General Manager or his/her designee.

All requests for authorization under this section must be submitted no less than 45 days prior to the event to allow District staff time to prepare for the event.

Groups of any size requiring the assistance from the District (i.e. street barricades, etc.) must make a request in writing to the District at least 30 days prior to the event and may be required to reimburse the District for costs incurred as a result of the event. The District's General Manager or his/her designee may waive these requirements on a case-by-case basis.

Users wishing to stage or disperse a parade in a park and who have the necessary permit from the District are exempt from the requirements of this section.

XXII. CAMPING

No person shall camp, lodge, erect a tent, or other temporary structure overnight in any public park without the authorization of the District's General Manager or his/her designee.

XXIII. CARE AND MAINTENANCE OF THE PROPERTY

All refuse and debris within the park area shall be deposited within the appropriate can or receptacle provided. When a can or receptacle is not provided or is full, users must remove their refuse or trash from the park and properly dispose of it elsewhere.

No person shall cut, break, injure, tamper with, deface, remove or disturb any tree, shrub, plant, rock, building, wall, fence, bench, sign, regulations, structure, apparatus or property; or climb any tree or wall, stand or sit upon monuments, bases, fountains, railings, fences, or any other property not designated for such purposes, nor shall persons hitch a horse or other animal to any tree or structure.

No person shall construct or erect any building, run or string any public service utility except by special written authorization.

No person shall wear footwear that will damage, injure, or create the need for excessive maintenance on any field, court, deck, floor, turf, or specialized surface prepared for particular games or activities.

XXIII. CARE AND MAINTENANCE OF THE PROPERTY (CONT.)

Only persons authorized by the District shall perform any work in or upon the park. Work, such as taking up or replacing soil, turf, ground, pavement, structures, trees, shrubs, plants, or flowers, shall be performed solely under the authorization of the District's General Manager or his/her designee.

No person shall use a park or any portion of the park when posted by the District as being closed for any reason, including, but not limited to when the park or portion thereof is closed for repairs or maintenance.

No user may engage in graffiti, tagging, or other defacing of District property or the property of others.

No person shall place or dump any foreign material like dirt, rocks, grass clippings, building materials, bottles, cans or anything similar on or within all parks and common areas.

XXIV. CONDITIONS AND LIMITATIONS

Entry into the parks including reservations issued under the provisions of this chapter are subject to such reasonable conditions as the issuing body may deem necessary in order to ensure that the proposed use will be compatible with the general use of the park. Such conditions may include, but are not limited to the following:

1. Limitations on the times during which the proposed use will be permitted;
2. Limitations on the locations at which the use will be permitted;
3. Limitations on the number of people that will be permitted to participate in a use given a location;
4. Requirement that the applicant furnishes proof of insurance for one million dollars (\$1,000,000.00), naming the District as an additional insured when the event poses serious liability to the District, its agents and/or employees;
5. Requirement that the applicants furnish private patrol or security where the nature of the use will impose undue burdens on the police services of the District;
6. Requirement that the applicants provide temporary sanitary facilities, trash containers, etc.
7. Require that the applicant post fees, deposits, or other security to cover the extraordinary costs which may be incurred by the District as a result of the proposed use.

No conditions imposed under these Rules and Regulations shall unreasonably interfere with the rights of individuals to express themselves or assemble, provided, however, that such activities shall be subject to such reasonable regulations so as to ensure the rights of the people to use their public parks shall not be unreasonably impaired. All users shall comply with all park rules and regulations unless otherwise specifically exempted there from.

END



Town of Discovery Bay

Program Area: Parks and Landscaping	Policy Name: Park Usage Rental Policy	Policy Number: 014
Date Established: April 20, 2011	Date Amended: July 16, 2013	Resolution: 2013-13

GENERAL INFORMATION

The Park Usage and Rental Policy outlines specific regulations and requirements associated with the permitted rental of a public facility and/or area within the Town of Discovery Bay Community Services District (District) owned or operated park. Obtaining a permit shall grant the user basic usage and access rights for the approved purpose and time only. Any fees or deposits established by the District Board of Directors shall be paid by the applicant before the effective date of the permit. All users shall comply with County, State and Federal laws.

The District reserves the right to cancel, revoke or suspend any and all reservations, permits and applications if deemed inappropriate, flagrantly disrespectful or if harmful activities are taking place in the park. No notice is required and, in some cases, the Sheriff will be notified and enforcement action will be requested. Violations of this policy may result in forfeiture of fees and/ or deposit.

Facilities and parks available for rental include:

1. Cornell Park, Tennis Court
2. Cornell Park, Pickle Ball Courts
3. Cornell Park, Baseball Field
4. Cornell Park, Soccer Field
5. Cornell Park, Shaded Picnic Area
6. Cornell Park, Horse Shoe Pits or Bocce Courts
7. Ravenswood Park, Covered Picnic Area 1
8. Ravenswood Park, Covered Picnic Area 2
9. Ravenswood Park, Soccer Field
10. Community Center, Tennis Court(s)
11. Community Center, BBQ Area

II. ELIGIBILITY & PRIORITY

The District reserves the right to exclude or remove activities it deems inappropriate for public use. District business will take precedence over any and all other meetings. Groups that have a reservation in advance are subject to cancellations, in rare circumstances, to accommodate this priority. All fees will be returned to the user if the District requires a cancellation or relocation of the reserved event.

In issuing permits, priority shall be given to Discovery Bay residents and events serving the Discovery Bay community.

III. RESERVATION REQUIREMENTS

The renter must be over 18 years of age, and submit a complete Reservation Form to the District offices, a refundable damage deposit, and all applicable user fees and insurance as described in Insurance Requirements. Renters are required to provide the name and phone number of the principal contact person and a secondary contact. This person must be present onsite during the approved rental period and will be the emergency contact, and is responsible for ensuring compliance with the policies outlined. A copy of the permit must be onsite and available upon request by District staff or representatives during approved rental period.

Single day reservation may be made up to ninety (90) days in advance. Long-term league reservations may be made up to four (4) months in advance, unless previously approved by the Town of Discovery Bay CSD Board of Directors.

III. RESERVATION REQUIREMENTS (CONT.)

No reservation or agreement will be issued or signed until the requesting user has paid the applicable deposits and fees.

Insurance Requirements: All sports leagues, organizations, groups over 50, or inflatable play equipment operators are required to provide the District with a valid Certificate of Liability Insurance (in the amount of \$1,000,000.00), with the Town of Discovery Bay Community Services District listed as an additionally insured. Insurance Certificates must be submitted to the District at least five (5) days prior to the scheduled reservation.

Cancellations: Cancellations occurring five (5) business days or more prior to the event will be refunded all fees and deposits. Cancellations occurring four (4) business days or less prior to the event will forfeit all applicable fees but be refunded all of the deposit.

Clean Up: Renters are required to clean up and return the park or area to the original condition. Trash must be placed in the receptacles provided. Trash that does not fit in the trash receptacle must be disposed of properly by the renter.

Reasonable party decorations are permitted. However, users may not put staples or nails into any tree, sign, or table for any purpose. All decorations must be taken down and removed from the facility.

Deposit Forfeiture: Renter agrees to take full responsibility for the behavior of their guests during the rental period. Children must be supervised at all times by adults. Any charges for damage to the park or facility or its furnishings will be deducted from the deposit. Rentals that exceed the reserved time period will be charged the hourly rate to be deducted from the deposit. Failure to leave the rented area in satisfactory condition will result in deposit forfeiture. Upon a satisfactory inspection of the premises by District staff, the deposit check will be destroyed or returned to the applicant.

Prohibited Activities: No person shall consume, possess, sell, serve or cause to be served, any alcoholic beverage of any kind within any park area. Fires and barbecues (BBQ) shall be permitted only in grills already provided in the park.

Exhibitions, Events, Festivals, Meeting and Assemblies: Any person, group, society, club or organization wishing to set up or maintain any exhibition, place of amusement, concert, picture show, bandstand, performance, entertainment or other form of amusement or function where the expected attendance is fifty (50) people or more occupying the park at any one time, must first obtain written authorization from the District's General Manager. These types of requests must be submitted no less than sixty (60) days prior to the event.

IV. MISCELLANEOUS

Any policy listed herein may be waived or modified as deemed appropriate by the District's General Manager or his/her designee.

END



Town of Discovery Bay

Program Area: Finance	Policy Name: Reserve Fund Policy	Policy Number: 015
Date Established: January 4, 2012	Date Amended: N/A	Resolution: 2012-03

A. Purpose

Prudent financial planning and fiscal responsibility includes anticipating and preparing for future funding requirements as well as unforeseen and unexpected emergencies, disasters, and other events. The Town of Discovery Bay CSD (TODBCSD) has established a reserve fund for its long term organizational and operational stability and the reserve funds enable the TODBCSD to cover expenditures due to unforeseen and unexpected cash flow requirements. This Reserve Fund Policy ensures that the TODBCSD accumulates, manages, maintains and uses certain financial resources only for specified purposes.

B. Reserve Funds

The TODBCSD's reserve funds are established, maintained and set aside for a specific, designated purpose, and therefore are restricted in the way they can be used.

C. Specific Reserve Funds

The TODBCSD maintains the following reserve fund:

1. Capital and Operating Reserve. The Capital and Operating Reserve is to be utilized for unforeseen capital projects that are necessary to meet regulatory requirements, system reliability, and future needs; and to cover cash flow shortages caused by a short-term, unexpected disruption of anticipated revenue or when expenses become due before the anticipated revenue to pay those expenses is received. It is the goal of the district to maintain the Capital Reserve of no less than 30% of the Water and Wastewater annual operating revenue.
2. Lighting and Landscaping #8 Reserves. The Capital Reserve is to be used for capital projects that are necessary to meet regulatory requirements, and future improvements; and to cover cash flow shortages caused by a short-term, unexpected disruption of anticipated revenue or when expenses become due before the anticipated revenue to pay those expenses is received. It is the goal of the Lighting and Landscaping District (LLD) #8 to maintain the capital reserve of no less than 50% of the total operating revenues.

3. Lighting and Landscaping #9 Reserves. The Capital Reserve is to be used for capital projects that are necessary to meet regulatory requirements, and future improvements; and to cover cash flow shortages caused by a short-term, unexpected disruption of anticipated revenue or when expenses become due before the anticipated revenue to pay those expenses is received. The Lighting and Landscaping District (LLD) #9 reserve account will maintain a reserve of no less than 50% of the total operating revenues and is limited to a maximum of 200% of the total funds collected by the LLD. After the reserve has accrued to the maximum amount, any money received by the LLD in excess of what was spent on the annual maintenance and administrative costs will be returned to the property owner in the form of a reduced assessment for the following year.

D. Management Of Reserve Funds

The General Manager or designee shall be responsible for managing the reserve fund. The Board of Directors must authorize the expenditure of money from the TODBCSD's reserve fund. The TODBCSD's Finance Department will review the balance of the reserve funds, work collaboratively with the General Manager to ensure the accuracy of the annual report, and evaluate the goals and purposes of each reserve fund and recommend adjustments as may be necessary or desirable.



Town of Discovery Bay

Program Area: Finance	Policy Name: Disposition of Surplus	Policy Number: 016
Date Established: February 1, 2012	Date Amended: N/A	Resolution: 2012-05

A. Purpose

The purpose of creating a procedure for the Town of Discovery Bay Community Service District (District) for the disposition of surplus property is to establish guiding principles and direction to staff.

B. Surplus Property Definition

Supplies and equipment are considered surplus if they are no longer required by the District, because of decreased use, poor condition, damage not worth the cost of repair, and/or obsolescence. Examples of property include small items, such as binders, calculators, and electric staplers, as well as those items inventoried, larger items such as Office Equipment, Furnishings, and Vehicles. Property can also include capital assets, which are those items that generally have a higher unit cost and are inventoried by the District for Rehabilitation/Replacement. Examples of capital assets are playground equipment, and building or structural components, such as roofs, restrooms, and decking. This definition of surplus property excludes real property.

C. Surplus Property Determination/Valuation

The respective department manager should first determine if a supply, piece of equipment, or capital asset has become surplus, based on the definition given above. The next step is to determine the current value of the surplus property item, either from an existing source document or a reasonable estimate of replacement value, if the original source document is no longer available through the District's records.

If the current value of the surplus property item is less than \$500, the manager or designee should bring the surplus property item directly to the Finance Manager so that a receipt can be created determine its disposition, and then coordinate its disposal.

D. Surplus Property/Capital Asset Disposition Form

If the property item is deemed surplus and its current value is over \$500, then the manager must complete a Surplus Property/Capital Asset Disposition form. This form is available through the Finance Department (see Exhibit A). One copy of the form should be circulated for signatures. On the form, the manager should list the item's description, serial number, fixed asset tag number (if applicable), location, and condition. The manager

should indicate the Property's condition (good, fair, poor or broken) and then recommend a method of disposal for the property (see the following sections for descriptions of disposal methods).

After selecting the recommended action and noting any other comments, the manager must sign and date the Surplus Property/Capital Asset Disposition form and forward it to the Purchasing Agent/General Manager.

E. Methods of Disposal

There are several ways to dispose of surplus property, including:

- Transfer to another department;
- Trade in for new material, equipment or credit
- Sell;
- Donate; or
- Scrap.

i. Transfer to Another Department

Departments can transfer surplus property to one another, subject to the approval of both managers affected by the transfer. If the current value of the item is \$500 or above, the department transferring out the property should initiate a Surplus Property/Capital Asset Disposition form (see Exhibit A) and both managers are required to sign the form. If a fixed asset is being transferred, then Accounting will record the new location for the property in the fixed assets.

ii. Trade-In

Surplus property can be offered as trade-in for new equipment or material or for credit towards the acquisition of new property. If the current value of a surplus property item slated for trade-in is \$500 or over, then the Surplus Property/Capital Asset Disposition form should be completed. The estimated trade-in value of the surplus property or capital asset should be noted on the Surplus Property/Capital Asset Disposition form and on the purchase order issued for any new property resulting from the trade-in.

iii. Selling Surplus Property

Surplus property may be offered for sale. All surplus property is for sale "as is" and "where is" with no warranty, guarantee, or representation of any kinds, expressed or implied, as to the condition, utility or usability of the property offered for sale.

For any sale of surplus property with a current value of \$500 or above, the manager should indicate on the Surplus Property/Capital Asset Disposition form the recommended selling method and any other notations, in the manager approval. Appropriate methods of sale are as follows:

Public Auction – District Staff may conduct public auctions or the District may contract with a professional auctioneer and/or and Internet auctioneer for this service.

Sealed Bids - Sealed bids may be solicited for the sale of surplus property. Surplus property disposed of in this manner shall be sold to the highest responsible bidder.

Selling as Salvage - Equipment, materials, supplies, fixtures, or facility components that are no longer capable of performing their intended function without extensive repair, or that are of no value except for reclamation purposes, may be considered salvage. Surplus property may be sold as salvage if the Purchasing Agent/General Manager deems that the value of the raw material exceeds the value of the property as a whole.

iv. Donation of Surplus Property

The manager may recommend and the Purchasing Agent/General Manager may authorize the donation of surplus property to a non-profit organization or school district located or operating in Discovery Bay or, secondarily, to any other non-profit organization or private organization that provides assistance to nonprofit organizations.

If surplus property has been approved for donation, the Purchasing Agent/General Manager will notice the availability of such property for donation, indicating the quantity, description and location of the surplus property, by one or more of the following methods: in a local newspaper or on the Districts web site (see Exhibit B). This notice will also indicate the closing date for the receipt of all requests for donation and indicate the way in which interested parties can receive additional information. Requests for donations will be accepted on a first-come, first-serve basis. The Purchasing Agent/General Manager will send a letter to the non-profit organization(s) or school district(s) that respond to the notice to advise them of the Districts terms and condition of the donation. A return letter signed by and authorized agent from the non-profit organization or school district, accepting the Districts terms and conditions is required before the surplus property can be released. If, in the opinion of the Purchasing Agent/General Manager, the donated property has a current value of less than \$1,000, then the General Manager can approve the release of the property to the recipient(s) that meet the above criteria and agree to the Districts terms and conditions. If, in the opinion of the Purchasing Agent/General Manager, the donated property has a value of \$1,000 or more the Purchasing Agent/General Manager will prepare a report identify the specific property for approval by the Board of Directors. After the Board of Directors approval, the surplus property approved for donation may then be released.

The department from which the donated property is being taken should remove any fixed asset or District property tag before the property is officially transferred to the recipient organization(s).

v. Scrap/No Value Item

Scrap, as one method of surplus property disposal, essentially means throwing an item into the trash. Scrap is recommended only after determining that none of the other methods of disposal (selling, exchange, trade-in, donation, or salvage) is feasible. Broken items that can be repaired economically will be fixed and returned to the using department.

For any broken or inoperable piece of property that, based on the recommendation of the manager and the judgment of the Purchasing Agent/General Manager, cannot be economically repaired, traded-in, sold, auctioned, donated or salvaged, the item may be scrapped, regardless of the original purchase price.

If the manager or designee recommends that any unbroken surplus property item with a current value below \$500 or several unbroken surplus property items with a collective current value below \$1,000 be scrapped, then he/she should dispose of the items. If the surplus property is obsolete or non-functional and cannot be traded in, sold, auctioned, donated or salvaged, the Purchasing Agent/General Manager may scrap such surplus property.

If a surplus property item recommended to be scrapped is not broken and has a current value equal to or above \$500, for multiple items, a combined current value equal to or above \$1,000, then the manager must complete the Surplus Property/Capital Asset Disposition form. Under these conditions, especially if District staff will directly dispose of them item(s), Board Approval to scrap will also be required. If the District staff does not directly scrap this category of surplus property but a contractor is instead hired to remove and replace the property, then the disposal method is considered utilize the trade-in mythology, not scrap mythology, and the Board approval requirement does not apply.

For multiple items proposed to be scrapped, the size of the lot and thus the total current value will be based on the items and values entered on the Surplus Property/Capital Asset Disposition form(s) submitted by the department. Splitting of the surplus lots on these forms to avoid Board reporting is prohibited. To better understand the process by which and items can be scrapped, including whether or not Board approval is required, please refer to the flow chart (see Exhibit C).

The report to the Board to request approval to scrap will be prepared by the Purchasing Agent/General Manager after receipt of the completed Surplus Property/Capital Asset Disposition form. Once the Board approval is granted, the Purchasing Agent/General Manager will then scrap the item(s).

F. Purchasing Agents/General Manager's Review and Final Disposition

In the case of the surplus property items with a current value below \$500 for a single item or below \$1,000 for multiple items within one lot, the departments do not have to complete a Surplus Property/Capital Asset Disposition form. Instead, the department

disposes utilizing the best method for disposal of these items. A log of the surplus items should be maintained upon disposal. The log will include the disposal items, the disposal date, and the disposal method.

For all surplus property items with a current value equal to or above \$500 for a single item or equal to or above \$1,000 for multiple items within one lot, the Purchasing Agent/General Manager will review the department's completed Surplus Property/Capital Asset Disposition form, concur with or recommend an alternate action, and proceed with the disposition. The Purchasing Agent/General Manager will also ascertain whether Board approval is required to donate or scrap surplus property items, depending on the current value of the items listed on the form. If further action is required, then the Purchasing Agent/General Manager will prepare a report for final approval from the Board.

After the disposal of the surplus property, the Purchasing Agent/General Manager will complete and sign the Surplus Property/Capital Asset Disposition form, noting the date, disposal method, and any proceeds received, if the property was sold. The Purchasing Agent/General Manager will also note the date that the Board approved the donation or scrapping of the surplus property if that level of approval was required.

After all signatures have been obtained, a copy of the form will be sent to the initiating department and to the Accounting, which will remove any surplus property items that had been classified as fixed assets. Finance will keep the original form on file.

G. Proceeds

Any proceeds received from the trade-in or sale of the surplus property will be credited to the General Fund.



Town of Discovery Bay

Program Area: Administrative	Policy Name: Intro Period New Employees	Policy Number: 017
Date Established: January 2, 2013	Date Amended: N/A	Resolution: 2013-01

I. PURPOSE

This policy establishes an introductory period for newly hired employees.

II. AUTHORITY

This has been approved by the District for use in matters regarding to new hired employees.

III. GUIDELINES

- Industry “best practices” recommends a time period of an established duration for employers to assess the job functions and the necessary skills of newly hired employees.
- A 180 day Introductory Period for newly hired employees is an appropriate period of time for a new hire evaluation.



Town of Discovery Bay

Program Area: Administrative	Policy Name: Vehicle Use Policy	Policy Number: 018
Date Established: March 20, 2013	Date Amended: N/A	Resolution: 2013-06

I. PURPOSE

This policy establishes procedures regarding the effective and economical usage of Town of Discovery Bay owned and privately owned vehicles operated during the course of District business. Use of District owned vehicles shall be relied upon as the primary means of vehicle usage, as it provides the greatest control over operating costs, usage, maintenance, inspection, and insurance.

II. AUTHORITY

This has been approved by the District for use in matters regarding the use of all vehicles operated during the course of District business. This policy does not apply to commercial motor vehicles.

III. ASSIGNMENT OF RESPONSIBILITY

- A.** The General Manager, or Designee, shall maintain a list of all employees who may be required to drive District owned or privately owned vehicles on District business. The General Manager shall also be responsible for overseeing the implementation of necessary driver training programs and ensuring that employees who require such training are in attendance.
- B.** The General Manager shall coordinate all required training and maintain related records. Additionally, the General Manager shall ensure that evidence of insurance and driver's license information are maintained in each employee's file. The General Manager shall also receive and record Department of Motor Vehicles Pull Notice reports, and act accordingly if additional training is necessary.
- C.** The General Manager shall review all accidents to determine whether an accident was preventable or non-preventable, and to make any necessary disciplinary recommendations.
- D.** Supervisors shall routinely monitor the driving of each employee during the course of performing the employee's job-related driving responsibilities. Supervisors shall also perform necessary accident reporting requirements as stated in Section X.
- E.** All District employees shall promptly provide insurance and driver license information when notified that their job duties include driving either a District owned or privately owned vehicle. Employees are to comply with all training and other reporting requirements of this policy.

IV. DEFINITIONS

- A.** Preventable Accident: the vehicle operator failed to do everything reasonably possible to prevent the accident.

- B.** Non-Preventable Accident: the vehicle operator did everything reasonably possible to prevent the accident.
- C.** District Owned Vehicle: any vehicle owned by the District, and assigned on a shared, designated, or permanent basis.
- D.** Privately Owned Vehicle: any personally owned vehicle used by an employee, whether owned by the employee or not.
- E.** Vehicle Operator: any employee who is either operating a District owned vehicle or is operating a personally owned vehicle on District business.
- F.** District Business: activities that require the use of a vehicle and are authorized by the employee's supervisor. In the use of personal vehicles, District business also means that the operator is being reimbursed for mileage expenses according to Internal Revenue Service guidelines and the District's Travel Reimbursement Policy.

V. VEHICLE TYPES AND USE

A. Use of District Owned Vehicles

- 1.** District owned vehicles fall into the following three categories, and have restrictions based upon type and use:
 - a.** Vehicles that are kept overnight at District facilities, and are assigned for use on a shared or designated basis during the course of daily District business. Personal use is expressly prohibited.
 - b.** Vehicles that are assigned to managers on a permanent basis, and used for daily commuting to and from the District. According to the Internal Revenue Service, commuting to and from work and any other incidental personal usage is not considered official use, and shall be reported as taxable income. Employees authorized under this section are expressly prohibited from using the assigned vehicle solely for personal use. Employees may make reasonable, but limited personal use stops before and after assigned work shifts while traveling to and from work. Only employees who live in the Town of Discovery Bay and are assigned a District owned vehicle shall be allowed take the assigned vehicle home on a daily basis. Exceptions may be made on a case by case basis and with the prior approval of the General Manager.
 - c.** Vehicles that are designed for emergency or on-call use, and authorized for use to and from work in order to respond on a 24-hour basis. Employees authorized to operate emergency or on-call vehicles may make reasonable, but limited stops before and after assigned work shifts while traveling to and from work.
- 2.** Only District employees are authorized to operate District owned vehicles. For purposes of this section, members of the Board of Director's are not considered District Employees.
- 3.** District owned vehicles are for transporting only those employees whose duties require the use of a motor vehicle, and such other persons whose business activities are important to District interests.
- 4.** Under no circumstances shall family members or friends be transported in District owned vehicles, including those that are authorized for use commuting to and from the District or designated for emergency or on-call use. Limited exceptions may be authorized in writing by the General Manager on a case by case basis.

5. Employees who have a District owned vehicle permanently assigned to them and/or District owned vehicles assigned for use within their department are responsible for ensuring that only those persons with a valid driver's license and on official District business are allowed the use of the District owned vehicle.

B. Use of Privately Owned Vehicles

There are times in which the use of an employee's personal vehicle is preferable because either a District owned vehicle is not available or because the use of a privately owned vehicle is deemed more efficient. When such is the case, the following shall be applied:

1. An employee may use his/her privately owned vehicle when the employee has transportation needs for District business and upon written authorization by his/her supervisor.
2. Employees who regularly use their own privately owned vehicles on District business must notify their insurance company of such use.
3. It is the responsibility of the individual utilizing his/her privately owned vehicle to maintain accurate records of the purpose and extent of his/her travel, and to make substantiated claims for reimbursement per the District's reimbursement policy. The vehicle and/or mileage allowance is intended to cover the employee's cost of operating the vehicle on District business, including the cost of insurance. Further, all operating expenses of the privately owned vehicles are to be borne by the employee. This includes, but is not limited to, gasoline, oil, maintenance, wear and tear, depreciation and insurance. The acceptable methods of verifying mileage reimbursements shall be noted for each point-to-point trip segment. To calculate these distances the use of Yahoo! Maps, MapQuest, or Google Maps.
4. The District is not liable for any damage to an employee's privately owned vehicle, unless caused by the District's negligence (employee's negligence excepted). It is the responsibility of the employee operating the vehicle to notify his/her immediate supervisor, the Department of Motor Vehicles, and the employee's insurance company in the case of any accident. If an employee is responsible for an accident either while driving a District owned or personally owned vehicle, his/her own automobile insurance premiums may be increased.

VI. DRIVER TRAINING

Those employees who drive District owned vehicles are required to complete a defensive driver training course. Consideration should also be given to other employees who are regularly using privately owned vehicles as part of their essential job functions.

- A. New employees shall complete a defensive driver training at the first available course date after the commencement of employment. Instruction shall also be provided to make certain that such employees are familiar with this policy.
- B. Current employees who change assignments to include driving a District owned vehicle are similarly required to complete the provisions as stated in this section.
- C. All employees who are required to participate in defensive driver training shall be required to repeat such training at least once every three years.

VII. GENERAL GUIDELINES

- A. Employees shall obey all Federal, State and local laws while operating either District owned pool or privately owned vehicles on official District business.

- B. It is the responsibility of the employee operating either a District owned or privately owned vehicle to ensure that all persons in the vehicle use seat belts and have them properly adjusted before starting the engine of the vehicle.
- C. When cargo, materials or tools are being transported, the vehicle operator is responsible for assuring that all items are properly secured.
- D. No person shall be allowed to ride on running boards, fenders, hoods, tailgates, beds or other locations on a vehicle not designed or approved by the vehicle manufacturer for passenger seating.
- E. Any injuries sustained by the vehicle operator or other employees while operating a vehicle on District business shall be covered by workers' compensation.
- F. When the vehicle operator is determined to be involved in a preventable accident, the employee's manager shall recommend disciplinary action subject to review and approval by the General Manager.
- G. Alcoholic beverages and drugs shall not be transported or placed in any District owned pool or privately owned vehicle.
- H. At no time shall smoking be allowed in any District owned vehicle or rental vehicle while that rental vehicle is being used on District Business.
- I. Any employee who operates a District owned vehicle, regardless of frequency, is responsible for the proper care and operation of that vehicle.
 - 1. Before operating the vehicle and at least once a day, the employee shall check to make certain that all vehicle safety equipment including headlights, turn signals, brake lights and windshield washers are functioning properly.
 - 2. Any vehicle damage beyond normal wear and tear or that includes defects affecting the safe operation of the vehicle must be documented and reported to the employee's supervisor for scheduling of repairs.
 - 3. No employee shall operate a District owned vehicle found to be in an unsafe condition.

VIII. USE OF ELECTRONIC DEVICES

Employees shall refrain from operating cellular telephones, laptop computers, navigational devices and any other device that may cause vehicle operator distraction while operating a District owned or privately owned vehicle in the course of conducting District business. Employees shall make every attempt to properly park their vehicle or use a hands-free device when using such equipment.

IX. RENTAL VEHICLES

When it is necessary for a District employee to use a rental vehicle for District business, the employee shall utilize every reasonable effort to obtain the lowest possible rate for the time of use. Optional loss damage coverage should be purchased from the rental agency at the time the vehicle is rented.

X. ACCIDENT REPORTING REQUIREMENTS

Any accident involving a District owned vehicle, rented or leased vehicle or privately owned vehicle used in the performance of District duties shall be reported as follows:

- A. The vehicle operator shall summon medical care for any injured parties.
- B. The vehicle operator shall notify appropriate law enforcement agencies.

- C. The vehicle operator shall collect information about the other parties involved by completing the "Accident Kit" located in the District owned vehicle's glove box or obtained from the general Manager, or Designee.
- D. The vehicle operator shall notify his/her supervisor. The supervisor shall be responsible for initiating the departmental investigation of the accident, completing all required District reports and recommend action to the General Manager.
- E. The supervisor shall notify the General Manager.
- F. The vehicle operator must report the accident to the DMV if more than \$750 in damage was done to the property of any person or District, or anyone was injured (no matter how slightly) or killed. The report must be filed, whether the vehicle operator caused the accident or not and even if the accident occurred on private property. The report must be made on the California Traffic Accident Report, form SR 1, and must be made within ten days of the accident. If the report is not filed with the DMV, the vehicle operator's driving privilege will be suspended. The police or California Highway Patrol will not file this report.

XI. INSURANCE

Proof of insurance is required before any privately owned vehicle can be authorized for District business, and shall be provided to the General Manager, or Designee annually thereafter, no later than thirty (30) days after the policy renewal date.

- A. Insurance Requirements
 - 1. Employees who receive a monthly vehicle allowance shall maintain coverage in an amount not less than \$100,000 per person/ \$300,000 per occurrence (or a combined single limit of \$300,000) and property damage coverage in an amount not less than \$100,000 per occurrence.
 - 2. Employees that do not receive a monthly vehicle allowance and are authorized to use privately owned vehicles on District business shall maintain minimum coverage in an amount not less than \$50,000 per person/\$100,000 per occurrence (or a combined single limit of \$100,000) and property damage coverage in an amount not less than \$50,000 per occurrence.
- B. California Insurance Code §11580.9 states that where two or more policies affording valid and collectible liability insurance apply to the same motor vehicle in an occurrence out of which a liability loss shall arise, it shall be conclusively presumed that the insurance afforded by that policy in which the motor vehicle is described or rated as an owned vehicle is primary and the insurance afforded by any other policy shall be excess.
- C. The District shall not be responsible for any increase in the employee's automobile insurance premium as a result of an accident.
- D. In the event of an accident, the employee is responsible for paying any deductibles the insurance company may require.
- E. If insurance coverage is canceled, terminated, lapsed, or for any other reason curtailed, the immediate supervisor must be notified by the employee and the vehicle shall not be used for District service.
- F. When an employee operating a District owned vehicle is involved in an accident, defense and settlement of any claim shall be the responsibility of the Special District Risk Management Agency (SDRMA), to the maximum protection limit. If an employee operating a District owned vehicle is sued independently as a result of an at-fault accident, the SDRMA may provide coverage to that employee if the accident qualifies as a covered occurrence.

- G. Should an employee using his/her privately owned vehicle on District business be involved in an accident with resulting injury or property damage, the employee's own insurance carrier shall respond to defend the employee. Should a claim exceed the limits of the employee's liability insurance coverage, the SDRMA liability protection program would respond in an excess capacity if the accident qualifies as a covered occurrence.

XII. DRIVER'S LICENSE

- A. All District employees authorized to use District owned or privately owned vehicles on District business must possess a valid California driver's license and provide proof of licensing upon hire.
- B. All District employees must maintain a driver's license appropriate for the class of vehicle to be driven.
- C. An employee whose driver's license is suspended or revoked for any reason must notify their supervisor no later than the first workday following suspension or revocation of their driver's license. Such employee shall not be allowed to operate any District owned or privately owned vehicles on District business.
- D. Employees who possess temporary driving permits or hardship licenses shall not be permitted to operate District or privately owned vehicles in the performance of official District duties.

XIII. REVIEW OF DRIVING RECORD

- A. The District shall enroll employees that operate District owned or privately owned vehicles on District business in the Department of Motor Vehicles (DMV) Pull Notice Program. When a vehicle operator has received a violation, the DMV assigns points according to the type of violation, and automatically sends notification to the District.
- B. In compliance with Vehicle Code Section 1808.47, all information received from the DMV shall be used solely for the intended purpose, and kept in locked storage. Under no circumstances shall addresses or other information be given to a third party.
- C. An employee who has an accumulation of four or more points in a 12 month period or six in a 24 month period or eight in a 36 month period may have District driving privileges suspended at the discretion of the General Manager.
- D. Any employee involved in a preventable collision or demonstrating questionable driving capabilities shall be required to attend remedial training in defensive driving. An employee may be regarded as having questionable capabilities based on a review of points assigned to him/her by the DMV in connection with citations and/or vehicular accidents.
- E. Employees involved in additional preventable accidents or have a disqualifying action taken against their driver's license shall be subject to disciplinary action, the severity of which will be determined by the nature of the offense and the employee's past driving and disciplinary action records.
- F. An employee who has been determined to be involved in two or more preventable accidents within a 36 month period while operating a District owned or privately owned vehicle in the performance of official District business shall be subject to disciplinary action up to and including suspension of District driving privileges, or termination.
- G. Any conviction resulting from driving while under the influence of drugs or alcohol (DUI) or refusal to submit to a lawful roadside sobriety test shall result in disciplinary action up to and including suspension of District driving privileges.

- H. Intentional abuse, moving violations, reckless operation, or negligent actions while operating any vehicle may result in the suspension of the employee's driving privileges, and is grounds for further disciplinary action.
- I. Temporary or permanent suspension of District driving privileges for employees whose position requires operation of a vehicle shall be considered a loss of the ability to perform an essential job function.
- J. If an employee has District driving privileges suspended, the District shall attempt to arrange for the employee to perform the essential functions of the job. If such accommodation is not possible or creates an unreasonable hardship for the District or coworkers, loss of District driving privileges shall be considered just cause for reassignment to a position that does not require operation of a vehicle at a pay rate commensurate with that position. If no such position is open, the employee may be terminated.

XIV. ACKNOWLEDGEMENT

Upon receipt of this policy, each employee shall sign a form acknowledging that he/she is aware of this policy, including the legal issues arising out of the use of his/her privately owned vehicle on District business.

XV. REFERENCES

Vehicle Code Sections 464, 1808.47, 12810, 16056, 27315
Insurance Code §11580.9

EMPLOYEE ACKNOWLEDGEMENT OF VEHICLE USAGE POLICY

This is to acknowledge that I have received a copy of the Town of Discovery Bay's Vehicle Usage Policy and that I have read the policy and understand my rights and obligations under the Policy.

I understand that this Policy represents only current policies, procedures, rights and obligations and does not create a contract of employment. Regardless of what the Policy states or provides, the District retains the right to add, change or delete provisions of the Policy and all other working terms and conditions without obtaining another person's consent or agreement.

My signature below further signifies that I have read this Policy and that I accept and will abide by all of its provisions.

PRINT FULL NAME _____

SIGNED _____

DATE _____

(RETAIN IN EMPLOYEE PERSONNEL FILE)



Town of Discovery Bay

Program Area: Board	Policy Name: CA. Public Records Act	Policy Number: 019
Date Established: December 4, 2013	Date Amended: N/A	Resolution: 2013-23

TOWN OF DISCOVERY BAY BOARD POLICY CALIFORNIA PUBLIC RECORDS ACT

Public records maintained by the Town of Discovery Bay Community Services District are available for inspection by members of the public in accordance with these guidelines and the Public Records Act which is found in California Government Code Section 6250 and following, and attached to this Policy.

MAKING A REQUEST

Requests may be made in person, by mail or by email. When making a request, it is recommended that requestors provide contact information in order that they may be contacted when their request is filled, or if additional clarification is necessary.

While it is not required, it is recommended that you use the Town of Discovery Bay "Request for Public Records" form, attached to this policy. Any request should contain a reasonably specific and focused description of the desired information. If possible, identify dates, subjects, titles and authors of the records requested. The Public Records Act requires staff to assist you in identifying the records and information that is responsive to your request.

The request should state whether the request is to inspect records or to obtain copies of records.

DIRECT THE REQUEST TO:

General Manager
Town of Discovery Bay
1800 Willow Lake Road
Discovery Bay, CA 94505

RESPONSE TO REQUEST:

Within ten days from the date the request is received, the Town will determine whether the request, in whole or in part, seeks copies of disclosable public records in the Town's possession and notify the requester of such information. In certain circumstances, the ten day time limit may be extended for up to an additional fourteen days by written notice to the requestor, setting forth the reason for the time extension.

DUPLICATION COSTS

Records may be inspected at cost during regular office hours. If the requesting party desires copies of the documents identified meeting the request, the cost is \$.10 per page. The Town receives payment for its services by credit card, check, or by money order. The Town does not accept cash at its District Office. Other forms of payment will not be accepted.

CONFLICT

In the event of conflict between this Policy and the California Public Records Act, the California Public Records Act shall prevail.



PUBLIC RECORDS REQUEST FORM

This form is not required to submit a request, but assists the District with tracking and responding to your request.

Please complete in detail & submit to the Board Secretary for processing. Requests for copies of public records may take up to ten (10) days to complete. You will be notified by telephone and/or email when your request is ready for pick up. All public record responses will fully comply and will be subject to the California Public Records Act (Government Code Section 6450 et seq.)

Fees: Ten cents (.10) per letter or legal size page
Electronic Documents, Maps, other documents & colored copies- prices vary depending on type of media provided (flash drive/media card/CD)

I/ We, the undersigned, hereby request the following documents (or portions thereof) as indicated below:

Description of Document(s) (Please use a second page if necessary):

Original Date of Document or Meeting (if available): _____

Page #'s or "ALL": _____ # of Copies: _____

Requested By: _____

Address: _____

Home Phone: (____) _____ Cell or Work: (____) _____

Email: _____

Signature _____

Official Use Only

Date Due:

Completed By:

Fee Due: \$



MONTHLY OPERATIONS REPORT

October 2013

Town of Discovery Bay, CA

1524 Days of Safe Operations

65915 worked hours since last recordable incident

TRAINING:

Safety, Operations, & Equipment

Safety	Hours
Monthly Training consists of: Earthquake safety, Escape routes and procedure for plant Evacuation Take 5 Safety Tailgates (2) West Region Safety Council Call Monthly Regional Safety Webinar	3.0
Operations	
All Operators were trained on Unregulated Contaminant Monitoring Rule 3 (UCMR3) sampling procedures	2.0

REPORTS SUBMITTED TO REGULATORY AGENCIES

- * Monthly Discharge Monitoring Report (DMR)**
- * Monthly electronic State Monitoring Report (eSMR)**
- * Quarterly Chronic Toxicity Report**
- * Quarterly Groundwater Monitoring Report**
- * Monthly Coliform Report, California Department of Public Health (CDPH)**
- * Quarterly Chlorine Residual Report, (CDPH)**

WATER SERVICES

# of Active Wells	Water Produced (MG)	Chemical (Hypo) Delivered	Fire Hydrant Flushing
5	117.18	4,350	0

Note: Well 4 in lead and Well 5 in lag to offset specific conductivity

2013 Water Production Table (MG) by Month

January	February	March	April	May	June
51.48	55.88	86.09	99.81	148.77	144.86
July	August	September	October	November	December
162.13	156.00	129.93	117.18		

Bacteriological Test Results:

Routine Bacteria Samples Collected	No. Total Coliform Positives	No. Fecal/E. coli Positives	Brown Water Calls
20	0	0	0

WASTEWATER SERVICE

Wastewater Laboratory Analysis

<i>WW Effluent Parameter</i>	<i>Permit Limits</i>	<i>Sept Lab Data</i>	<i>Oct Lab Data</i>
Flow, MG Effluent, monthly total		39.04	39.85
Flow, MG Daily Influent Flow, avg.	N/A	1.49	1.42
Flow, MG Daily Discharge Flow, avg.	2.1	1.30	1.28
Effluent BOD ₅ , lbs/d, monthly avg.	350	18	12.3
Effluent TSS, lbs/d, monthly avg.	525	41	41
Effluent BOD ₅ , mg/L, monthly avg.	20	1.8	1.2
Effluent TSS, mg/L, monthly avg.	30	4.0	4.0
Total Coli form 7 day Median Max	23	7	13
Total Coli form Daily Maximum	240	13	5
% Removal BOD ₅ , monthly avg.	85% min.	99.1	99.3
% Removal, TSS, monthly avg.	85% min.	96.8	97.3
Electrical Conductivity, umhos/cm annual avg.	2100	2135 (YTD)	2130 (YTD)

WASTEWATER SERVICE

* **National Pollution Discharge Elimination System (NPDES)**

<u>NPDES Related Excursions</u>	<u>Permit Parameter</u>	<u>NPDES Parameter Limit</u>	<u>Actual Parameter Result</u>
<u>0</u>			

Bacteriological Test Results:

<u>Routine Bacteria Samples Collected</u>	<u>No. Total Coliform Positives</u>	<u>No. Fecal/E. coli Positives</u>	<u>7-Day Median Excursion</u>
<u>10</u>	<u>0</u>	<u>0</u>	<u>0</u>

<u># of Active Lift Stations</u>	<u># of Inactive Lift Stations</u>	<u>Chemical Usage Polymer-gals</u>	<u>SSO</u>	<u>Wastewater Received (MG)</u>
15	0	121	0	43.98

WASTEWATER SERVICE

COLLECTION:

- Flushed **11,888 ft.** of sanitary sewer lines, YTD **20,198 ft. 30.60%** completed
- CCTV **0 ft. 0%** completed
- Inspected **45** manhole & covers. YTD **82**
- **Performed pm's on submersible pumps**
- **Performed valve exercising**
- **Performed weekly lift station inspections**
- **Inspected vaulted lift stations**

WASTEWATER SERVICE

MAINTENANCE

* Wastewater

- * **Cleaned out Plant no.2 Headworks using vacuum truck**
- * **Telstar re-calibrated the influent and lift station parshall flumes**
- * **Pulled the gear box on Magna Rotor Brush no. 4 at Plant no.2**
- * **Performed preventative maintenance.**
- * **Pressure washed the clarifiers each week for algae removal.**

WASTEWATER SERVICE MAINTENANCE

* Water

- * Began UCMR3 sampling and Stage 2 Disinfection By-Products Quarterly Sampling
- * Performed preventative maintenance.

WASTEWATER SERVICE

* Preventive and Corrective

Total # of WO's Completed	Total Hours
159	180

Work Order Back-Log

Aging 8 - 30 Days	Aging > 30 Days
62	14

Call & Emergency Responses

Call Outs	Emergencies
8	0

Personnel Hours & Overtime:

Regular Hours	Overtime
1517	27.25

TERMS

WWTP	WASTEWATER TREATMENT PLANT
WTP	WATER TREATMENT PLANT
WL	WILLOW LAKE
NP	NEWPORT
VFD	VARIABLE FREQUENCY DRIVE
WO	WORK ORDER
PLC	PROGRAMMABLE LOGIC CONTROLLER
L/S	LIFT STATION
BOD	BIOLOGICAL OXYGEN DEMAND
TSS	TOTAL SUSPENDED SOLIDS
MGD	MILLION GALLONS PER DAY
mg/l	MILLIGRAMS PER LITRE
CCTV	CLOSED CIRCUIT TELEVISION
PPM	PARTS PER MILLION
RAS	RETURN ACTIVATED SLUDGE
WAS	WATSE ACTIVATED SLUDGE
UV	ULTRAVIOLET LIGHT



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Electrical Conductivity, umhos/cm annual avg.	2100	2135 (YTD)	2130 (YTD)

Red – new parameter added

National Pollution Discharge Elimination System (NPDES)

<u>NPDES Related Excursions</u>	<u>Permit Parameter</u>	<u>NPDES Parameter Limit</u>	<u>Actual Parameter Result</u>
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Bacteriological Test Results:

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- Performed valve exercising
- Performed weekly lift station inspections.
- Inspected vaulted lift stations.

MAINTENANCE

Wastewater

- Cleaned out Plant no.2 headworks using Vacuum Truck
- Telstar re-calibrated the Influent and Lift Station Parshall Flume's
- Pulled the gear box on Magna Rotor Brush no. 4 at Plant no.2
- Troubleshooted the Influent Pump Station pump float controls
- Performed preventative maintenance.
- Pressure washed the clarifiers each week for algae removal.

Water

- Began UCMR3 Sampling and Stage 2 Disinfection By-Products Quarterly Sampling
- Performed preventative maintenance.



Preventive and Corrective

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WTP	WATER TREATMENT PLANT
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NP	NEWPORT
VFD	VARIABLE FREQUENCY DRIVE
WO	WORK ORDER
PLC	PROGRAMMABLE LOGIC CONTROLLER
L/S	LIFT STATION
BOD	BIOLOGICAL OXYGEN DEMAND
TSS	TOTAL SUSPENDED SOLIDS
MGD	MILLION GALLONS PER DAY
mg/l	MILLIGRAMS PER LITRE

CCTV	CLOSED CIRCUIT TELEVISION
PPM	PARTS PER MILLION
RAS	RETURN ACTIVATED SLUDGE
WAS	WATSE ACTIVATED SLUDGE
UV	ULTRAVIOLET LIGHT



MONTHLY OPERATIONS REPORT

November 2013

Town of Discovery Bay, CA

1524 Days of Safe Operations

65915 worked hours since last recordable incident

TRAINING:

Safety, Operations, & Equipment

Safety	Hours
Monthly Training consists of: Fork Lift Safety Take 5 Safety Tailgates (13) West Region Safety Council Call Monthly Regional Safety Webinar	3.0
Operations	
All Operators were trained on PH meter calibration, Settleable Solids sampling method, Trojan 3000+ acid cleaning procedures	3.0

REPORTS SUBMITTED TO REGULATORY AGENCIES

- * Monthly Discharge Monitoring Report (DMR)**
- * Monthly electronic State Monitoring Report (eSMR)**
- * Monthly Coliform Report, California Department of Public Health (CDPH)**

WATER SERVICES

# of Active Wells	Water Produced (MG)	Chemical (Hypo) Delivered	Fire Hydrant Flushing
5	83.10	3,705	0

Note: Well 4 in lead and Well 5 in lag to offset specific conductivity

2013 Water Production Table (MG) by Month

January	February	March	April	May	June
51.48	55.88	86.09	99.81	148.77	144.86
July	August	September	October	November	December
162.13	156.00	129.93	117.18	83.10	

Bacteriological Test Results:

Routine Bacteria Samples Collected	No. Total Coliform Positives	No. Fecal/E. coli Positives	Brown Water Calls
16	0	0	0

WASTEWATER SERVICE

Wastewater Laboratory Analysis

<i>WW Effluent Parameter</i>	<i>Permit Limits</i>	<i>Oct Lab Data</i>	<i>Nov Lab Data</i>
Flow, MG Effluent, monthly total		39.85	39.39
Flow, MG Daily Influent Flow, avg.	N/A	1.42	1.39
Flow, MG Daily Discharge Flow, avg.	2.1	1.28	1.31
Effluent BOD ₅ , lbs/d, monthly avg.	350	12.3	50.6
Effluent TSS, lbs/d, monthly avg.	525	41	40.2
Effluent BOD ₅ , mg/L, monthly avg.	20	1.2	4.6
Effluent TSS, mg/L, monthly avg.	30	4.0	3.7
Total Coli form 7 day Median Max	23	13	9
Total Coli form Daily Maximum	240	5	5
% Removal BOD ₅ , monthly avg.	85% min.	99.3	99.3
% Removal, TSS, monthly avg.	85% min.	97.3	97.3
Electrical Conductivity, umhos/cm annual avg.	2100	2130 (YTD)	2130 (YTD)

WASTEWATER SERVICE

* **National Pollution Discharge Elimination System (NPDES)**

<u>NPDES Related Excursions</u>	<u>Permit Parameter</u>	<u>NPDES Parameter Limit</u>	<u>Actual Parameter Result</u>
<u>0</u>			

Bacteriological Test Results:

<u>Routine Bacteria Samples Collected</u>	<u>No. Total Coliform Positives</u>	<u>No. Fecal/E. coli Positives</u>	<u>7-Day Median Excursion</u>
<u>8</u>	<u>0</u>	<u>0</u>	<u>0</u>

<u># of Active Lift Stations</u>	<u># of Inactive Lift Stations</u>	<u>Chemical Usage Polymer-gals</u>	<u>SSO</u>	<u>Wastewater Received (MG)</u>
15	0	135	0	43.98

WASTEWATER SERVICE

COLLECTION:

- Flushed **3,130 ft.** of sanitary sewer lines, YTD **23,328 ft. 35.35%** completed
- CCTV **0 ft. 0%** completed
- Inspected **10** manhole & covers. YTD **92**
- **Changed transducer at Lift Station G**
- **Changed a belt on the odor control motor at Newport Lift Station**
- **Performed valve exercising**
- **Performed weekly lift station inspections**
- **Inspected vaulted lift stations**

WASTEWATER SERVICE

MAINTENANCE

* Wastewater

- * Worked on ARV's including replacing four ARV's
- * Plant no.2 Magna Rotor Brush 4-inch shaft broke
- * Changed the conveyor chain in the bio-solids truck
- * SWRCB Enforcement section performed a second annual inspection of facilities.
- * Clean Harbors remediated the acid tank at plant no.2 and we replaced it with citric acid.
- * Pulled the gear box on Magna Rotor Brush no. 2 at Plant no.2 and placed it in Brush no.4.
- * Switched over to UV3000 and cleaned out UV3000+ on November 14, 2013
- * Troubleshooted BFP no.3 sludge pump wiring
- * Performed preventative maintenance.
- * Pressure washed the clarifiers each week for algae removal.

WASTEWATER SERVICE

MAINTENANCE

* Water

- * Cleaned out Newport WTP backwash tank using the vac truck.
- * Troubleshooted Well 6 waste clay valve
- * Reset Willow Lake PLC because it was not responding in auto
- * Performed preventative maintenance.

WASTEWATER SERVICE

* Preventive and Corrective

Total # of WO's Completed	Total Hours
304	219

Work Order Back-Log

Aging 8 - 30 Days	Aging > 30 Days
62	14

Call & Emergency Responses

Call Outs	Emergencies
13	0

Personnel Hours & Overtime:

Regular Hours	Overtime
1253	42.25

TERMS

WWTP	WASTEWATER TREATMENT PLANT
WTP	WATER TREATMENT PLANT
WL	WILLOW LAKE
NP	NEWPORT
VFD	VARIABLE FREQUENCY DRIVE
WO	WORK ORDER
PLC	PROGRAMMABLE LOGIC CONTROLLER
L/S	LIFT STATION
BOD	BIOLOGICAL OXYGEN DEMAND
TSS	TOTAL SUSPENDED SOLIDS
MGD	MILLION GALLONS PER DAY
mg/l	MILLIGRAMS PER LITRE
CCTV	CLOSED CIRCUIT TELEVISION
PPM	PARTS PER MILLION
RAS	RETURN ACTIVATED SLUDGE
WAS	WATSE ACTIVATED SLUDGE
UV	ULTRAVIOLET LIGHT



MONTHLY OPERATIONS REPORT

November 2013

Town of Discovery Bay, CA

1554 Days of Safe Operations

67214 worked hours since last recordable incident

TRAINING:

Safety, Operations, & Equipment

Safety	Hours
Monthly Training consists of: Fork-Lift Safety Take 5 Safety Tailgates (13) West Region Safety Council Call Monthly Regional Safety Webinar	3.0
Operations	
All Operators were trained on PH meter calibration, Settleable Solids sampling method, Trojan 3000+ acid cleaning procedures	3.0

REPORTS SUBMITTED TO REGULATORY AGENCIES

Monthly Discharge Monitoring Report (DMR) Monthly electronic State Monitoring Report (eSMR) Monthly Coliform Report, California Department of Public Health (CDPH)
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WATER SERVICES

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Note: Well 4 in lead and Well 5 in lag to offset specific conductivity

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Bacteriological Test Results:

Routine Bacteria Samples Collected	No. Total Coliform Positives	No. Fecal/E. coli Positives	Brown Water Calls
16	0	0	0

WASTEWATER SERVICE

Wastewater Laboratory Analysis

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% Removal, TSS, monthly avg.	85% min.	97.3	97.3
Electrical Conductivity, umhos/cm annual avg.	2100	2130 (YTD)	2133 (YTD)

Red – new parameter added

National Pollution Discharge Elimination System (NPDES)

<u>NPDES Related Excursions</u>	<u>Permit Parameter</u>	<u>NPDES Parameter Limit</u>	<u>Actual Parameter Result</u>
<u>0</u>			

Bacteriological Test Results:

<u>Routine Bacteria Samples Collected</u>	<u>No. Total Coliform Positives</u>	<u>No. Fecal/E. coli Positives</u>	<u>7-Day Median Excursion</u>

<u>8</u>	<u>0</u>	<u>0</u>	<u>0</u>
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# of Active Lift Stations	# of Inactive Lift Stations	Chemical Usage Polymer-gals	SSO	Wastewater Received (MG)
15	0	135	0	41.68

COLLECTION:

- Flushed **3,130 ft.** of sanitary sewer lines, YTD **23,328 ft. 35.35%** completed
- CCTV **0 ft. 0%** completed (Deadline is May 2014)
- Inspected **10** manhole & covers. YTD **92**
- Changed transducer at Lift Station G
- Changed a belt on the odor control motor at Newport Lift Station
- Performed valve exercising
- Performed weekly lift station inspections.
- Inspected vaulted lift stations.

MAINTENANCE

Wastewater

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Water

- Cleaned out Newport WTP backwash tank using the vac truck.
- Troubleshooted Well 6 waste clay valve
- Reset Willow Lake PLC because it was not responding in auto
- Performed preventative maintenance

Preventive and Corrective

Total # of WO's Completed	Total Hours
304	219

Work Order Back-Log

Aging 8 - 30 Days	Aging > 30 Days
62	43

Call & Emergency Responses

Call Outs	Emergencies
13	0

Personnel Hours & Overtime:

Regular Hours	Overtime
1253	42.25

TERMS

WWTP	WASTEWATER TREATMENT PLANT
WTP	WATER TREATMENT PLANT
WL	WILLOW LAKE
NP	NEWPORT
VFD	VARIABLE FREQUENCY DRIVE
WO	WORK ORDER
PLC	PROGRAMMABLE LOGIC CONTROLLER
L/S	LIFT STATION
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CCTV	CLOSED CIRCUIT TELEVISION
PPM	PARTS PER MILLION
RAS	RETURN ACTIVATED SLUDGE
WAS	WATSE ACTIVATED SLUDGE
UV	ULTRAVIOLET LIGHT



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Documentation
For Agenda Item # H



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EAST CONTRA COSTA FIRE PROTECTION DISTRICT

Meeting Minutes

Board of Directors Regular Meeting

Monday November 4, 2013 – 6:30 P.M.

Meeting Location: 3231 Main Street, Oakley

BOARD OF DIRECTORS

Kevin Bouillon
Greg Cooper
Robert Kenny

Joel Bryant-President
Ronald Johansen-Vice President
Jonathan Michaelson

Cheryl Morgan
Stephen Smith
Joe Young

CALL TO ORDER - (6:34 P.M.)

PLEDGE OF ALLEGIANCE – (6:35 P.M.)

ROLL CALL - (6:35 P.M.) Directors Present: Bouillon, Bryant, Cooper, Kenny, Michaelson, Smith, Young
Directors Absent: Johansen, Morgan

PUBLIC COMMENT – (6:35 P.M.)

There was one (1) Public Speaker. – Mark Whitlock

CONSENT CALENDAR

C.1 Approve minutes from October 7, 2013 Regular Board of Directors Meeting.

C.2 Approve Board of Directors meeting Schedule for 2014.

Motion by: Director Smith to approve Consent Calendar Item C.1 & C.2

Second by: Director Michaelson

Vote: Motion carried 7:0

PUBLIC HEARINGS

NONE

DISCUSSION ITEMS

D.1 Discuss Cost Recovery Billing for Certain District Services – (6:38 P.M.)

A PowerPoint presentation was given to the Board of Director from vendor – FireRecovery

*There were two (2) Public Speakers. – Mark Whitlock
David Graves*

D.2 Discuss District's Ability to Form Community Facilities Districts in New Subdivisions – (7:13 P.M.)

*There were two (2) Public Speakers. – Mark Whitlock
Robert Ruddick*

D.3 Receive Operational Update for October 2013 – (7:47 P.M.)

There were one (1) Public Speakers. – Mark Whitlock

INFORMATIONAL STAFF REPORTS

NONE

DIRECTORS' COMMENTS– (7:53 P.M.)

NONE

INFORMATIONAL REPORTS AND REQUESTS FOR FUTURE AGENDA ITEMS FROM BOARD MEMBERS– (7:53 P.M.)

ADJOURN TO CLOSED SESSION ON THE FOLLOWING MATTERS: – (7:54 P.M.)

1. Conference With Labor Negotiator Pursuant to Government Code Section 54957.6:
Agency designated representatives: Board President and Vice President
Employee Organizations: International Association of Fire Fighters, Local 1230, AFSCME
Local 2700, East County Fire Fighters Association (Reserves), Unrepresented Management.
2. Conference With Legal Counsel – Existing Litigation Pursuant to Government Code Section 54956.9: City of Brentwood, et al v. Robert Campbell, Contra Costa Sup. Ct. No. MSN 11-1029.
3. Conference With Legal Counsel – Existing Litigation Pursuant to Government Code Section 54956.9: Mid-Century Insurance Company v. Peter Garza, David Garza, PG&E Corporation, East Contra Costa Fire Protection District, et al, Contra Costa Sup. Ct. No. C13-02094

4. Public Employee Performance Evaluation And Associated Negotiations Pursuant to Government Code Sections 54957(b)(1), 54957.6: Fire Chief
Agency designated representative: Board President

SESSIONS RECONVENE TO OPEN SESSION – (10:55 P.M.)

REPORT ON THE CLOSED – (10:55 P.M.)

Report from closed session: Item 1 – Provided direction to Staff

Report from closed session: Item 2 – No Action

Report from closed session: Item 3 – No Action

Report from closed session: Item 4 – Employee Performance Evaluation has been completed. The Evaluation is Outstanding.

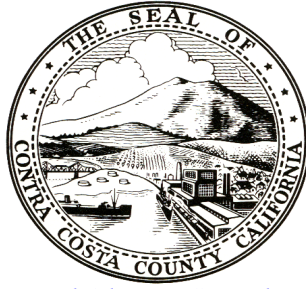
ADJOURN TO THE NEXT REGULAR BOARD MEETING SCHEDULED: December 2, 2013 – (11:03 P.M.)

Motion by: Director Bryant to approve adjourn to the next Regular Board Meeting scheduled: December 2, 2013
Motion carried: 7:0

Byron Municipal Advisory Council

*Not Recorded

DRAFT



Office of Supervisor Mary N. Piepho
Contact: Karyn Cornell
3361 Walnut Blvd. Suite 140
Brentwood, CA 94513
925-240-7260

Respectfully submitted by: _____

*The Byron Municipal Advisory Council serves as an advisory body to the
Contra Costa County Board of Supervisors and the County Planning Agency.*

Record of Actions

Meeting start time: 6:02 p.m.

Thursday, October 17, 2013

1.) Meeting called to order by Chair Juarez at 6:02p.m. Councilmembers Lopez and Beltran absent.

2.) Public Comment: None received.

3.) Review of Record of Actions of 6-20-13 meeting: Councilmember Larsen made a motion to accept the Record of Actions as prepared. Second made by Vice Chair Schmit. Motion carried 3-0.

4.) Agency Reports

a.) East Contra Costa Fire Protection District: No Report.

b.) Contra Costa County Sheriff's Department: No Report.

c.) California Highway Patrol: Officer Brewer and Officer Fransen discussed the recent fatal accident on Byron Highway in front of the school and discussed statistics for the last 3 years. Discussion regarding roadway concerns in the community including Camino Diablo and Byron Highway.

d.) Office of Supervisor Mary N. Piepho: Field Representative Cornell provided an update on the following items: Public Works has installed new delineators on Vasco Road; new location of the Brentwood Building Inspection Office; distributed a Bay Delta Conservation Plan-Tunnel Project Sheet from staff in the Department of Conservation and Development; distributed copies of the 10/21 and 10/22 Zoning Administrators and 10/22 Planning Commission Agenda.

5.) Presentation

Update on the Draft Feasibility Study for Trilink/SR239-Steve Morton of the Parson Transportation Group: Mr. Morton presented a PowerPoint presentation providing an overview of the project and potential routes currently being discussed.

Items for Discussion and/or Action

a.) Discuss Agency Comment Request LP13-2095 regarding the 5-year compliance review for Sand Hill Ranch located at 50 Camino Diablo Road: Senior Planner Will Nelson, Contra Costa County Department of Conservation and Development, provided an overview of the compliance review process and stated that the Zoning Administrator hearing is anticipated in early 2014 regarding this compliance review. Public Comment received from Jessica Beeching, Fuzzy Beeching, Christina Morain, Diana Klinger, Robert Phelps, Clement Glynn, Rick Kendrick, Linda Thuman, Phil Anderson, Renee Anderson. Comments from neighboring residents regarding their concerns with previous and current non-compliance of all conditions of the land-use permit including noise concerns and lack of landscaping. Comments received from the current owner and patrons of the facility regarding benefits to the area and goal to be a good neighbor and current safety classes being taught on the site. Discussion regarding the last compliance review in 2008. Motion made by Vice Chair Schmit to request that staff review the following concerns during the compliance review: 1.) Ingress 2.) Landscape 3.) Lightning 4.) Amplified Sound 5.) Review of historical concerns. Second made by Councilmember Larsen. Motion carried 3-0.

b.) Discuss upcoming meeting schedule: Motion made by Councilmember to combine the November and December meetings on Wednesday, December 18, 2013. Second made by Vice Chair Schmit. Motion carried 3-0.

6.) Correspondence Key: R= Received S= Sent

- a. R-9/4/13 Contra Costa County Zoning Administrator Agenda for September 4, 2013
- b. R-9/10/13 Contra Costa County Planning Commission Agenda for September 10, 2013
- c. R-9/11/13 Contra Costa Local Agency Formation Commission Cancellation Notice
- d. R-9/16/13 Contra Costa County Zoning Administrator Agenda for September 16, 2013
- e. R-9/23/13 Glynn & Finley LLP regarding Sand Hill Ranch
- f. R-9/24/13 Contra Costa Planning Commission Agenda for September 24, 2013
- g. R-9/24/13 John Taylor regarding Sand Hill Ranch
- h. R-10/3/13 Glynn and Finley LLP regarding Sand Hill Ranch with enclosures
- i. S- 10/3/13 Chair Juarez email to Glynn & Finley LLP regarding receipt of correspondence
- j. S-10/3/13 Chair Jaurez email to John Taylor regarding receipt of correspondence
- k. R-10/7/13 Contra Costa County Zoning Administrator Agenda for October 7, 2013
- l. R-10/8/13 Contra Costa County Planning Commission Cancellation Notice for October 8

7.) Councilmember Comment/Future Agenda Item:

8.) Adjourned to next meeting scheduled for December 18, 2013 at 6:00p.m.



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For Agenda Item # M



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