



TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT
AGENDA PACKET

For the Meeting of Wednesday
September 4, 2013

7:00P.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 September 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

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

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

During Public Comments, the public may address the Board on any issue within the District's jurisdiction which is not on the agenda. The public may comment on any item on the Agenda at the time the item is before the Board for consideration. Any person wishing to speak must come up and speak from the podium. 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. AREA AGENCIES REPORTS / PRESENTATION

1. Sheriff's Office Report
2. CHP Report
3. Fire District Report
4. East Contra Costa Fire Protection District Report
5. Supervisor Mary Piepho, District III Report

E. COMMITTEE/LIAISON REPORTS

1. Trans-Plan Report
2. County Planning Commission Report
3. Code Enforcement Report
4. Special Districts 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 regular meeting dated August 21, 2013
2. Approve Register of District Invoices

G. NEW BUSINESS AND ACTION ITEMS

1. Terminate Independent Audit Services Contract with Croce and Company for the period FY 2012-13 through FY 2014-15 and enter into contract for Independent Audit Services with Croce, Sanguinetti and Vander Veen for the audit periods period FY 2012-13 through FY 2014-15
2. Adoption of Resolution 2013-18 Establishing Fees and charges for Water and Wastewater and related services
3. Approval of the Wastewater Treatment Plant #2 Solar Dryers C&D Electrical Installation (Master Plan Project No. 13, 14)
4. Adoption of Resolution 2013-19 Town of Discovery Bay "DRAFT" Employee Personnel Manual

H. PRESIDENT REPORT AND DIRECTORS' COMMENTS

I. MANAGER'S REPORT – Discussion and Possible Action

1. Capital Project Update

J. GENERAL MANAGER'S REPORT

K. DISTRICT LEGAL COUNSEL REPORT

L. COMMITTEE UPDATES – Discussion and Possible Action

1. Approved minutes from the Community Center meeting dated July 29, 2013
2. Community Center Status Report (No written report)
3. Community Center Advisory Committee Appointment of at-large Committee Member

M. CORRESPONDENCE – Discussion and Possible Action

1. R – East Contra Costa County Fire Protection District meeting minutes dated July 8, 2013
2. R – Contra Costa LAFCO meeting minutes dated July 10, 2013

N. PUBLIC RECORD REQUESTS RECEIVED

O. FUTURE AGENDA ITEMS

P. ADJOURNMENT

1. Adjourn to the next special meeting dated September 19, 2013 starting at 7:00 p.m. on 1800 Willow Lake Rd
– 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 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



No Back Up
Documentation
For Agenda Item # E



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 August 21, 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

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

None

C. PRESENTATIONS

None

D. PRESIDENT REPORT AND DIRECTORS' COMMENTS

Director Steele – Provided report and comments from the Byron Union School District meeting dated August 8, 2013.

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 August 7, 2013
2. Approve Register of District Invoices
3. Annual Conference of the California Special District Association (CSDA)
4. Acceptance of the Cornell Park Lighting Upgrade Project
5. Discovery Bay Boulevard Roadway Banners – American Hero's

Motion by: Vice-President Graves to approve the Consent Calendar with the exception of items E-3 and E-5

Second by: Director Pease

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

General Manager Howard – Provided details of item E-3. There was discussion between the General Manager, Legal Counsel and the Board.

Motion by: Vice-President Graves to authorize attendance at the Annual California Special District Association (CSDA) Conference for Vice President Graves and Director Wiesen

Second by: Director Wiesen

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

Vice-President Graves – Provided details of item E-5.

Motion by: Director Pease to approve the Discovery Bay Boulevard Roadway Banners – American Hero's

Second by: Director Wiesen

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

F. PUBLIC HEARING to Consider the Following

1. **Adopt an Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Town of Discovery Bay Community Services District New Water Supply Well 07 Project**

General Manager Howard – Provided details of item F-1. There was discussion between the General Manager, John Fawcett, and the Board.

John Fawcett – Provided details of item F-1.

Water and Wastewater Manager Koehne – Provided details of item F-1.

President Simon – Opened the Public Hearing

There were no Public Comment Speakers

President Simon – Closed the Public Hearing

Motion by: Director Pease to approve Resolution 2013-17 adopting the new Water Supply Well Number 7 Mitigated Negative Declaration, for which an initial study was prepared, all in accordance With the California Environmental Quality Act, and adopting a related Mitigation Monitoring and Reporting Program

Second by: Director Wiesen

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

G. NEW BUSINESS AND ACTION ITEMS

1. Award of Bid for the Drilling and Construction of Water Production Well No. 07

General Manager Howard – Provided details of item G-1.

John Fawcett – Provided details of item G-1.

Water and Wastewater Manager Koehne – Provided details of item G-1.

Motion by: Director Pease to award of bid in the amount of \$375,880.00 to Zim Industries for the construction and installation of Water Production Well No. 07, and authorize the General Manager to execute all contract documents including a 10% variance in the event of change orders

Second by: Vice-President Graves

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

2. Consideration and Approval of Blue Star Memorial Dedication Ceremony at Slier Park

General Manager Howard – Provided details of item G-2.

Motion by: Director Pease to approve the Blue Star Memorial Dedication Ceremony at Slifer Park to be held on November 11, 2013 and coordinated by Discovery Bay Garden Club

Second by: Director Wiesen

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

3. Consideration and Approval of Harvest Festival at Discovery Bay Community Center

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

Motion by: Director Wiesen to authorize Staff to begin coordination and planning of Harvest Festival Event at the Discovery Bay Community Center

Second by: Director Steele

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

4. Consideration and possible action on Discovery Bay Community Center's Swimming Pool Hours and Operation and Fee Schedule

General Manager Howard – Provided details of item G-4. There was discussion between the General Manager and the Board.

Motion by: Vice-President Graves to approve Discovery Bay Community Center's Swimming Pool Schedule for fees and hours of operation

Second by: Director Wiesen

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

H. VEOLIA REPORT

1. Veolia Report for the Month of July 2013

2. Veolia Report Power Point for the Month of July 2013

Project Manager Fermin Garcia – Provided the details of the July 2013 Monthly Operations Report. There was discussion between the Project Manager, the General Manager, the Water and Wastewater Manager, and the Board.

I. MANAGER'S REPORTS

None

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

None

K. DISTRICT LEGAL COUNSEL REPORT

None

L. COMMITTEE UPDATES – Discussion and Possible Action

1. Community Center Status Report (No written report)

General Manager Howard – Provided details of item L-1

2. Community Center Committee Formation Update

General Manager Howard – Provided details of item L-2. There was discussion between the General Manager, Legal Counsel, and the Board.

Legal Counsel Schroeder – Provided details regarding the Brown Act. The discussion continued between the General Manager, Legal Counsel, and the Board.

Legal Counsel Schroeder – Stated For the Record – Director Marianne Wiesen will resign from the Community Center Committee effective immediately. There was no further action.

3. Community Center Budget Update and Status Report

General Manager Howard – Provided details of item L-3. There was discussion between the General Manager and the Board. There was no action taken.

M. CORRESPONDENCE – Discussion and Possible Action

1. R – Byron Municipal Advisory Council DRAFT minutes dated July 18, 2013

N. PUBLIC RECORD REQUESTS RECEIVED

1. Contra Costa Electrical Compliance Wingard Engineering Certified Payroll

O. FUTURE AGENDA ITEMS

1. Joint Meeting – Board and Community Center Committee
2. Sign – Community Center – Sign on the Corner (Hofmann Tower)
3. School District – Community Services – Volunteer Coordinator

Legal Counsel Schroeder – Stated motion is required to change the date of the Regular Board meeting from Wednesday, September 18, 2013 to Thursday, September 19, 2013.

Motion by: Vice-President Graves to change the date of the Regular Board meeting from Wednesday, September 18, 2013 to Thursday, September 19, 2013

Second by: Director Pease

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

P. ADJOURNMENT

The meeting adjourned at 9:09 p.m. to the next Regular meeting dated September 4, 2013 starting at 7:00 p.m. on 1800 Willow Lake Road-Located behind the Delta Community Presbyterian Church.

//cmc – 08.27.13

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



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

September 04, 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 \$ 172,419.06

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: F-2

Request for authorization to pay invoices (RFA)
For the Meeting on September 04, 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	BDC32959	Service Call, System Repair	08/12/13	\$391.25
Big Dog Computer	BDC32973	Application Relocation	08/15/13	\$122.50
Big Dog Computer	BDC32974	Software Installation & Port Switch Relocation	08/15/13	\$151.25
Bill Pease	Aug 2013	Aug 2013 Expense Report	08/30/13	\$230.00
Cash	Aug 2013	Reimb, Community Center Snacks	08/27/13	\$94.03
Chris Steele	Aug 2013	Aug 2013 Expense Report	08/30/13	\$584.04
Colfin AI-CA5, LLC	3682 YACHT DR	Closed Acct, Refund Overpayment	08/27/13	\$18.78
Freedom Mailing Service, Inc	23070	Bill Processing July 2013	08/14/13	\$1,126.20
Maggie & Charles Nielsen	519 LIVINGSTON CT	Closed Acct, Refund Overpayment	08/27/13	\$29.94
MailFinance	N4155206	Postage Machine Lease Sept 2013	08/18/13	\$69.68
Marianne Wiesen	Aug 2013	Aug 2013 Expense Report	08/29/13	\$230.00
Mark Simon	Aug 2013	Aug 2013 Expense Report	08/29/13	\$200.00
MediaMacros, Inc	2679	Programming Services	08/15/13	\$240.00
Neumiller & Beardslee	257352	Services Performed through 07/31/31	08/16/13	\$3,110.34
Neumiller & Beardslee	257353	Hofmann v. TODD	08/16/13	\$261.62
Odyssey Landscape Co, Inc.	36039060	Monthly Maintenance Aug 2013 (Z35,57,61)	08/20/13	\$7,397.53
Office Depot	665602647001	Office Supplies	08/16/13	\$161.95
Office Depot	665854405001	Office Supplies	08/09/13	\$64.33
Office Depot	665854522001	Office Supplies	08/09/13	\$19.67
Office Depot	665854523001	Office Supplies	08/09/13	\$81.33
Office Depot	665854524001	Office Supplies	08/10/13	\$127.77
Office Depot	666030907001	Office Supplies	08/12/13	\$42.63
Office Depot	666031170001	Office Supplies	08/10/13	\$70.84
ReliaStar Life Insurance Company	JR#52 08/31/13	457(b) 08/16/13-08/31/13	08/27/13	\$764.27
SDRMA	13274	Ancillary Benefits Sept 2013	08/22/13	\$632.06
Some Gave All	Aug 2013	Aug 2013 Expense Report	08/29/13	\$476.88
Star Awards	13-8-002	Name Plates	08/05/13	\$28.48
			Administration	
			Sub-Total	\$16,727.37
Water				
American Retrofit Systems	371	Repair Air Conditioner	08/23/13	\$58.00
County of Contra Costa Public Works Dept	917152	Encroachment Permits	05/21/13	\$1,254.45
Datamatic, Ltd.	CA-0000024797	Hosting Services for 2013/2014	08/24/13	\$2,134.50
J.W. Backhoe & Construction, Inc.	1950	Install 2 New Services Beach Ct	08/13/13	\$7,449.10
J.W. Backhoe & Construction, Inc.	1951	Installed 2 Service to Plant #1"	08/13/13	\$6,994.02
J.W. Backhoe & Construction, Inc.	1952	Paved Cabrillo, Wayfare & Cherry Hill	08/26/13	\$5,297.90
J.W. Backhoe & Construction, Inc.	1953	Applied Crack Filler Cabrillo Pt	08/26/13	\$407.25
J.W. Backhoe & Construction, Inc.	1954	Hauled Material to Plant#1	08/26/13	\$1,573.06
Neumiller & Beardslee	257352	Services Performed through 07/31/31	08/16/13	\$286.00
Pacific Gas & Electric	2943721807-5/081213	Electric & Gas Bill 07/11/13-08/10/13	08/12/13	\$42,626.36
Paul E. Vaz Trucking, Inc.	26124	Material 08/12/13 & 08/13/13	08/23/13	\$486.50
Paul E. Vaz Trucking, Inc.	26125	Hauling 08/12/13 & 08/13/13	08/23/13	\$519.43
RDO Integrated Controls	R00240	Rental of GIS Equipment	08/19/13	\$2,226.42
ReliaStar Life Insurance Company	JR#52 08/31/13	457(b) 08/16/13-08/31/13	08/27/13	\$50.00
SDRMA	13274	Ancillary Benefits Sept 2013	08/22/13	\$4.28
Univar	SJ568493	Chemicals Delivered 08/06/13	08/06/13	\$328.16
Univar	SJ568495	Chemicals Delivered 08/06/13	08/06/13	\$311.75
Univar	SJ569670	Chemicals Delivered 08/13/13	08/13/13	\$225.61
Univar	SJ569671	Chemicals Delivered 08/13/13	08/13/13	\$369.18
Univar	SJ571140	Chemicals Delivered 08/20/13	08/20/13	\$369.18
Univar	SJ571142	Chemicals Delivered 08/20/13	08/20/13	\$299.45
			Water	
			Sub-Total	\$73,270.60
Wastewater				
Ace Armature	SALE-1118	Motor for OX Ditch #1	07/29/13	\$1,897.60
American Retrofit Systems	371	Repair Air Conditioner	08/23/13	\$87.00
American Retrofit Systems	373	Control Panel Power & Conduit WWTP1	08/27/13	\$2,725.00
Bay Area Air Quality Management District	3EQ11	Annual Permit Renewal 2013/2014	08/16/13	\$8,857.00
Neumiller & Beardslee	257352	Services Performed through 07/31/31	08/16/13	\$54.00
Pacific Gas & Electric	7312115758-7/0813	Electric & Gas Bill 07/12/13-08/11/13	08/12/13	\$33,616.67

RDO Integrated Controls	R00240	Rental of GIS Equipment	08/19/13	\$3,339.63
ReliaStar Life Insurance Company	JR#52 08/31/13	457(b) 08/16/13-08/31/13	08/27/13	\$75.00
SDRMA	13274	Ancillary Benefits Sept 2013	08/22/13	\$1.84
Town of Discovery Bay CSD	9-900-000-012-0.01	Water Bill 07/01/13-07/31/13	07/31/13	\$5.59

Wastewater Sub-Total \$50,659.33

Community Center

Community Center Sub-Total \$0.00

Grand Total \$140,657.30

Request For Authorization To Pay Invoices (RFA)
For the Meeting on September 04, 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	371	Repair Air Conditioner	08/23/13	\$145.00
Brentwood Tire Company	29333	Bearings & Seals Trailer	07/31/13	\$243.40
Cindy Zamora	July 2013	Community Center-July 2013 Expense Report	08/07/13	\$89.79
Hydropoint Data Systems, Inc.	HR108371/1033103	WeatherTrak, Willow Lake Rd	08/14/13	\$225.00
Lincoln Equipment, Inc.	S1221156	Community Center-Chemicals for the Pool	08/08/13	\$226.28
Lincoln Equipment, Inc.	S1222193	Community Center-Chemicals for the Pool	08/21/13	\$209.29
Lincoln Equipment, Inc.	S1222388	Community Center-Freight Charge	08/22/13	\$171.71
National Aquatic Services, Inc.	2013-483	Community Center-Service Call	08/01/13	\$210.00
Neumiller & Beardslee	257352	Services Performed through 07/31/31 Hwy 4	08/16/13	\$462.00
Odyssey Landscape Co, Inc.	36039060	Monthly Maintenance Aug 2013	08/20/13	\$7,965.00
Office Depot	665610208001	Office Supplies	08/16/13	\$83.98
Pacific Gas & Electric	5702839598-6/081213	Community Center-Electric & Gas Bill 07/10/13-08/07/13	08/12/13	\$1,050.28
Pacific Gas & Electric	5939734421-5/081513	Electric & Gas Bill 07/18/13-08/15/13	08/15/13	\$6,418.97
Sue Heintl	July 2013	Community Center-July 2013 Expense Report	08/19/13	\$33.00
Town of Discovery Bay CSD	9-900-000-002-6.02	Community Center Water Bill 07/01/13-07/31/13	07/31/13	\$2,034.46
Town of Discovery Bay CSD	9-900-000-004-2.01	Water Bill 07/01/13-07/31/13	07/31/13	\$2,150.68
Town of Discovery Bay CSD	9-900-000-004-2.02	Water Bill 07/01/13-07/31/13	07/31/13	\$708.78
Town of Discovery Bay CSD	9-900-000-004-2.03	Water Bill 07/01/13-07/31/13	07/31/13	\$417.16
Town of Discovery Bay CSD	9-900-000-004-2.04	Water Bill 07/01/13-07/31/13	07/31/13	\$167.76
Town of Discovery Bay CSD	9-900-000-004-2.05	Water Bill 07/01/13-07/31/13	07/31/13	\$81.08
Town of Discovery Bay CSD	9-900-000-004-2.06	Water Bill 07/01/13-07/31/13	07/31/13	\$617.91
Town of Discovery Bay CSD	9-900-000-004-2.07	Water Bill 07/01/13-07/31/13	07/31/13	\$8.94
Town of Discovery Bay CSD	9-900-000-004-2.08	Water Bill 07/01/13-07/31/13	07/31/13	\$18.73
Town of Discovery Bay CSD	9-900-000-004-2.09	Water Bill 07/01/13-07/31/13	07/31/13	\$64.86
Town of Discovery Bay CSD	9-900-000-004-4.01	Water Bill 07/01/13-07/31/13	07/31/13	\$2.79
Town of Discovery Bay CSD	9-900-000-004-4.02	Water Bill 07/01/13-07/31/13	07/31/13	\$84.43
Town of Discovery Bay CSD	9-900-000-004-4.03	Water Bill 07/01/13-07/31/13	07/31/13	\$769.45
Town of Discovery Bay CSD	9-900-000-004-4.04	Water Bill 07/01/13-07/31/13	07/31/13	\$44.73
Town of Discovery Bay CSD	9-900-000-004-4.05	Water Bill 07/01/13-07/31/13	07/31/13	\$111.84
Town of Discovery Bay CSD	205	Community Center-Pool Snacks	08/23/13	\$94.03
Watersavers Irrigation Inc.	1365043-00	Sprinkler	07/31/13	\$147.65
Watersavers Irrigation Inc.	1366375-00	Rake and Burlap	08/02/13	\$15.72
			Total	\$25,074.70

Request For Authorization To Pay Invoices (RFA)
For the Meeting on September 04, 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>
American Retrofit Systems	372	Splash Pad at Ravenswood	08/23/13	\$400.00
Brentwood Tire Company	29333	Bearings & Seals Trailer	07/31/13	\$243.41
Odyssey Landscape Co, Inc.	36039060	Monthly Maintenance Aug 2013	08/20/13	\$2,827.22
Town of Discovery Bay CSD	9-900-000-004-3.01	Water Bill 07/01/13-07/31/13	07/31/13	\$258.63
Town of Discovery Bay CSD	9-900-000-004-3.02	Water Bill 07/01/13-07/31/13	07/31/13	\$2,385.54
Town of Discovery Bay CSD	9-900-000-004-3.03	Water Bill 07/01/13-07/31/13	07/31/13	\$475.87
Watersavers Irrigation Inc.	1371953-00	Commercial Sprayer	08/16/13	\$64.47
Watersavers Irrigation Inc.	1366375-00	Rake and Burlap	08/02/13	\$31.92
			Total	\$6,687.06



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

September 4, 2013

Prepared By: Dina Breitstein, Finance Manager
Submitted By: Rick Howard, General Manager *RH*

Agenda Title

Terminate Independent Audit Services Contract with Croce and Company for the period FY 2012-13 through FY 2014-15 and enter into contract for Independent Audit Services with Croce, Sanguinetti and Vander Veen for the audit periods period FY 2012-13 through FY 2014-15

Recommended Action

Staff recommends that the Board; 1) terminate the existing Independent Audit Services contract with Croce and Company; 2) enter into a contract for Independent Audit Services with Croce, Sanguinetti and Vander Veen for the audit periods period FY 2012-13 through FY 2014-15; 3) approve contract fee amount of \$22,650.00 for Croce, Sanguinetti and Vander Veen to conduct the Town of Discovery Bay's FY 2012-13 financial audit, and; 4) authorize the General Manager to execute all contract documents.

Executive Summary

Annually, the Town of Discovery Bay's financials are required to be independently audited. Croce and Company has audited the Districts financials for the past several years.

Staff was recently informed that the key members of the Town's audit team, Mark Croce and Pauline Sanguinetti, have left Croce and Co. and have formed a new CPA firm; Croce, Sanguinetti and Vander Veen.

On November 4, 2011, staff distributed a Request for Proposals for independent audit services to seventeen (17) qualified audit firms. On January 4, 2012 the Board of Directors awarded a five year contract to Croce and Company.

Staff recommends that §14.1 of the Professional Services Agreement between the Town of Discovery Bay and Croce and Company be exercised (District shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant).

Croce, Sanguinetti and Vander Veen have submitted a proposal to perform an independent audit of the Town of Discovery Bay's financials for a fee in the amount of \$22,650.00. Included in this year's audit services is the addition of the Discovery Bay Public Financing Authority annual financials for FY 2012-13. The fee to perform the FY 2011-12 audit was \$22,150.00.

Fiscal Impact:

Amount Requested \$22,650.00

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

Prog/Fund: Category: Operating Expenses

Previous Relevant Board Actions for This Item

January 4, 2012 award of five year Audit Services contract to Croce and Co.

Attachments

Croce, Sanguinetti and Vander Veen proposal to conduct Independent Audit for FY 2012-13

AGENDA ITEM: G-1

AUG 19 2013



CROCE, SANGUINETTI, & VANDER VEEN^{INC}

CERTIFIED PUBLIC ACCOUNTANTS

August 12, 2013

Rick Howard, General Manager
Town of Discovery Bay
Community Services District
1800 Willow Lake Road
Discovery Bay, California 94505

Dear Mr. Howard:

We are pleased to confirm our understanding of the services we are to provide the **Town of Discovery Bay Community Services District** for the year ended June 30, 2013. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the **Town of Discovery Bay Community Services District** as of and for the year ended June 30, 2013. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis, to accompany **Town of Discovery Bay Community Services District's** basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to **Town of Discovery Bay Community Services District's** RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist principally of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis.

Audit Objective

The objective of our audit is the expression of an opinion as to whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the additional

information referred to in the first paragraph when considered in relation to the financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such an opinion. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You agree to assume all management responsibilities for any nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, additional information that we may request for the purpose of the audit, and unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others.

In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date of the supplementary information was issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that you are responsible for the presentation of the supplementary information in accordance with generally accepted accounting principles; that you believe the supplementary information, including its form and content, is fairly presented in accordance with generally accepted accounting principles; that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and you have disclosed to us any significant assumptions or intentions underlying the measurement or presentation of the supplementary information.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures – General

During the course of our engagement, we will request information and explanations from management regarding the District's operations, internal controls, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. Accordingly, false representations could cause us to extend unnecessary efforts or could cause a material error or a fraud to go undetected by our procedures. In view of the foregoing, you agree that we shall not

be responsible for any misstatements in the District's financial statements that we may fail to detect as a result of false or misleading representations that are made to us by management.

In addition, the District further agrees to indemnify and hold us harmless for any liability and all reasonable costs, including legal fees, which we may incur as a result of the services performed under this engagement in the event there are false or misleading representations made to us by any member of the District's management.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of cash, receivables, and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to

provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of **Town of Discovery Bay Community Services District's** compliance with applicable laws and regulations and the provisions of contracts, applicable laws, regulations, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any invoices selected by us for testing.

Our engagement will also include preparation of the Special Districts Financial Transactions Report which must be submitted to the State Controller.

Mark Croce is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

We expect our fees for the services set forth in this letter for the fiscal year ending June 30, 2013 not to exceed \$22,650.

Our invoices for the services set forth in this letter are payable on presentation. The fee estimate is based on anticipated cooperation from your personnel and the assumption that District personnel will prepare all items requested, which include Management's Discussion and Analysis, and that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In the event that the Association requires an Organization-Wide Audit (single audit) due to expenditure of federal funds in excess of \$500,000 we will perform such an audit in accordance with generally accepted auditing standards and Government Auditing Standards, issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996, and the provisions of OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations. Services rendered in order to meet the aforementioned requirements will be billed to you separately.

Parties to this engagement agree that any dispute that may arise regarding the meaning, performance, or enforcement of this engagement will be submitted to mediation upon the written

request of any party to the engagement. The mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association or such other rules as may be agreed upon by the parties. The results of this mediation shall not be binding upon either party. Costs of any mediation proceeding shall be shared equally by both parties.

We appreciate the opportunity to be of service to the **Town of Discovery Bay Community Services District** and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign where indicated and return it to us. A copy of this engagement letter is enclosed for your files.

Yours very truly,

Croce, Sanguinetti, & Vander Veen, Inc.

CROCE, SANGUINETTI, & VANDER VEEN, INC.
Certified Public Accountants

ACKNOWLEDGED:

The foregoing letter fully describes our understanding and is accepted by us.

TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT

Signature

Date



Town of Discovery Bay

“A Community Services District”

AGENDA REPORT

Meeting Date
September 4, 2013

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

Agenda Title

Adoption of Resolution 2013-18 Establishing Fees and charges for Water and Wastewater and related services

Recommended Action

Adopt Resolution 2013-18 Establishing Fees and charges for Water and Wastewater and related services

Executive Summary

On May 4, 2011 the Board adopted Resolution No. 2011-11 that established fees and charges for administrative charges related to water connection, collections and billing. A copy of that report, and the adopted fee schedule is attached. There are no recommended changes to that schedule.

In October of 2012 the Board accepted the Capacity Fee Study Report and Technical Memorandum as prepared by Bartle Wells Associates. On November 7, 2012, the Board adopted the fees as established in that report by Resolution No. 2013-28, a copy of which is attached. There are no recommended changes to that schedule.

The District provides a number of services to the development community related to inspections, plan review checks, and the issuance of permits. The following table identifies both residential and commercial fees that staff recommends for adoption pursuant to Resolution No. 2013-18:

Residential Fees	Fee Amount	Commercial Fees	Fee Amount	Irrigation Only Fees	Fee Amount
Plan Review Fee	Time & Materials	Plan Review Fee	Time & Materials	Plan Review Fee	Time & Materials
Permit Fee - Residential	\$50.00/Permit	Permit Fee - Commercial	\$50.00/ Permit	Permit Fee - Irrigation	\$50.00/ Permit
Sewer Connection Fee - Residential	\$100.00/Connection	Sewer Connection Fee - Commercial	\$100.00/connection	Water Connection Fee - Irrigation	\$100.00/Connection
Water Connection Fee - Residential	\$100.00/Connection	Water Connection Fee - Commercial	\$100.00/Connection	Inspection Fee: Water - Irrigation	160.00/Connection
Inspection Fee: Water - Residential	\$160.00/Connection	Inspection Fee: Water - Commercial	\$160.00/Connection	N/A	N/A
Inspection Fee: Sewer - Residential	\$160.00/Connection	Inspection Fee: Sewer - Commercial	\$160.00/Connection	N/A	N/A

Staff recommends the adoption of Resolution 2013-18.

Fiscal Impact:

Amount Requested \$N/A

Previous Relevant Board Actions for This Item

May 4, 2011
November 7, 2012

Attachments

1) May 4, 2011 Staff Report 2) November 7, 2012 Staff Report 3) Proposed Fee Schedule 4) Resolution 2013-18

AGENDA ITEM: G-2



Town of Discovery Bay CSD

AGENDA REPORT

Meeting Date

May 4, 2011

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

Agenda Title

Adoption of Resolution 2011-11 establishing an administrative fee schedule for water related services

Recommended Action

Adopt Resolution 2011-11 establishing administrative fees regarding water service

Executive Summary

The Town of Discovery Bay CSD does not presently charge fees for water metered users who are late in making their regular payments, have a check returned for non-sufficient funds, or other miscellaneous expenses the District must incur in dealing with delinquent/service terminations. The proposed fees were determined based upon actual estimated costs to the District as well as generally accepted penalties.

The fee schedule identifies a variety of charges that are proposed for adoption with an effective date of July 1, 2011. The proposed fees are also comparable with other neighboring agencies and are consistent with public utilities fee schedules for payment related penalties and tampering.

Staff will review the fees at tonight's meeting.

The FY 2011-12 Budget Review Committee has reviewed the attached list of fees and unanimously recommended that the fee schedule be approved by the Board of Directors.

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

N/A

Attachments

1. Comparison Fee(s) Schedule
2. Proposed Water Related Payment Fee Schedule
3. Resolution 2011-11





Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

November 7, 2012

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

Agenda Title

Public Hearing to rescind Resolution 2012-23 of the Town of Discovery Bay CSD amending Capacity Charge Fee Program ("Capacity Fee") and adopting Resolution No. 2012-28 amending Capacity Charge Fee Program

Recommended Action

Conduct Public Hearing and Adopt Resolution No. 2012-28 establishing capacity charges for water and wastewater service pursuant to Government Code §66016 and Rescind Resolution 2012-23 amending Capacity Charge Fee Program

Executive Summary

On October 3, 2012 the Board adopted Resolution 2012-23 amending Capacity Charge Fee Program. It was noted after that adoption that there were capacity fees that had not been incorporated into the study and were not a part of the adopting resolution. The change results in improvements that were initiated by the Town of Discovery Bay and that took place after the Hofmann Land Development Company constructed their initial facilities. In the table below, the fees have been updated and correctly identify those fees that were established in Resolution 2004-03 that addresses those improvements. Once the Hofmann Land Development Company hits the different levels of EDU counts, the original fees are then incorporated into the new fees identified in the Final Bartle Wells Associates Technical Memorandum dated October 15, 2012, and attached.

The breakdown of that committed capacity is as follows (changes are underlined, below):

EDU Count	Water	Wastewater	Total	Description of Commitment
First 284 EDUs	<u>\$297</u>	<u>\$2,789</u>	<u>\$3,086</u>	Included in first 284 EDUs of capacity committed to Hofmann
Next 337 EDUs	\$3,900	<u>\$2,789</u>	<u>\$6,689</u>	Water EDUs exceed committed capacity to Hofmann. Wastewater EDUs included in committed capacity to Hofmann
Over 621 EDUs	\$3,900	\$9,860	\$13,760	Exceeds committed capacity to Hofmann

Fiscal Impact:

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

Previous Relevant Board Actions for This Item

January 4, 2012 Contract authorization with Bartle Wells Associates to conduct a Capacity Fee Study
 October 3, 2012 Report to the Board

Attachments

Final Technical Memorandum dated October 15, 2012 (Capacity Fee Study), Resolution 2012-28
 Board Report October 3, 2012 and Resolution 2012-23





Town of Discovery Bay Community Services District
Water and Sewer Service Fee Schedule

Water Service Fees and Charges

Description of Fees	Fee Amount
Late Charge	10% (After 60 days)
Disconnect, Processing and Service Restoral for Non-Payment	\$50.00
Trip Charge – Regular business hours	\$25.00
Trip Charge - After Hours (after 4:00 pm and on weekends)	\$50.00
Returned Check Fee (NSF)	\$30.00
Meter Tampering	\$100.00 + Parts and Labor
Broken Water Meter	Cost plus Labor
Miscellaneous Services	Direct Cost plus Labor



Town of Discovery Bay Community Services District
Water and Sewer Service Fee Schedule

Residential Capacity Fees and Charges

Description of Fees	Fee Amount
Plan Review Fee	Time and Materials
Permit Fee - Residential	\$50.00/Permit
Sewer Connection Fee - Residential	\$100.00/Connection
Water Connection Fee - Residential	\$100.00/Connection
Inspection Fee: Water - Residential	\$160.00/Connection
Inspection Fee: Sewer - Residential	\$160.00/Connection
Capacity Fee: Water - Residential	\$3,900.00/Connection
Capacity Fee: Sewer - Residential	\$9,860.00/Connection



Town of Discovery Bay Community Services District
Water and Sewer Service Fee Schedule

Commercial Capacity Fees and Charges

Description of Fees	Fee Amount
Plan Review Fee	Time and Materials
Permit Fee – Commercial	\$50.00/ Permit
Sewer Connection Fee - Commercial	\$100.00/Connection
Water Connection Fee - Commercial	\$100.00/Connection
Inspection Fee: Water - Commercial	\$160.00/Connection
Inspection Fee: Sewer - Commercial	\$160.00/Connection
Capacity Fee: Water - Commercial	\$7,310.00/Connection
Capacity Fee: Sewer - Commercial	\$29,410.00/Connection



Town of Discovery Bay Community Services District
Water and Sewer Service Fee Schedule

Irrigation Capacity Fees and Charges

Description of Fees	Fee Amount
Plan Review Fee	Time and Materials
Permit Fee - Irrigation Only	\$50.00/ Permit
Water Connection Fee - Irrigation Only	\$100.00/ Connection
Inspection Fee: Water - Irrigation Only	\$100.00/Connection
Capacity Fee: Water - Irrigation Only	\$7,310.00/Connection



**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT**

RESOLUTION 2013-18

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY,
A CALIFORNIA COMMUNITY SERVICES DISTRICT,
ESTABLISHING RESIDENTIAL AND COMMERCIAL ADMINISTRATIVE FEES
REGARDING WATER AND WASTEWATER SERVICES**

WHEREAS, Town of Discovery Bay Community Services District (District) owns and maintains the water distribution system located within Discovery Bay; and

WHEREAS, Town of Discovery Bay Community Services District (District) owns and maintains the wastewater collection system located within Discovery Bay; and

WHEREAS, On May 4, 2011 the Board adopted Resolution No. 2011-11 that established fees and charges for administrative charges related to water connection, collections and billing and there are no changes to that schedule; and

Whereas, On November 7, 2012, the Board adopted Resolution No. 2012-28 establishing Capacity Fees as identified in the Bartle Wells Associates Final Report and Technical Memorandum dated October 15, 2012 and there are no changes to that schedule; and

WHEREAS, when development or modifications to property occurs that requires connection to the TODB's water and wastewater systems, it is necessary to review plans, issue permits, and conduct inspections; and

WHEREAS, the District desires to charge an administrative fee ("Administrative Fee") to those property owners that require plan review, issuance of permits, and final inspections; and

WHEREAS, pursuant to District Ordinance No. 21, the District may establish fees, including an Administrative Fee, by resolution;

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

SECTION 1. That the Board District desires to apply administrative fees ("Administrative Fee") to those property owners that require plan review, permit issuance, and final inspections and hereby adopts the Administrative Fee Schedule as follows:

Residential Fees	Fee Amount	Commercial Fees	Fee Amount	Irrigation Only Fees	Fee Amount
Plan Review Fee	Time & Materials	Plan Review Fee	Time & Materials	Plan Review Fee	Time & Materials
Permit Fee - Residential	\$50.00/Permit	Permit Fee - Commercial	\$50.00/ Permit	Permit Fee - Irrigation	\$50.00/ Permit
Sewer Connection Fee - Residential	\$100.00/Connection	Sewer Connection Fee - Commercial	\$100.00/connection	Water Connection Fee - Irrigation	\$100.00/Connection
Water Connection Fee - Residential	\$100.00/Connection	Water Connection Fee - Commercial	\$100.00/Connection	Inspection Fee: Water - Irrigation	160.00/Connection
Inspection Fee: Water - Residential	\$160.00/Connection	Inspection Fee: Water - Commercial	\$160.00/Connection	N/A	N/A
Inspection Fee: Sewer - Residential	\$160.00/Connection	Inspection Fee: Sewer - Commercial	\$160.00/Connection	N/A	N/A

SECTION 2. That the General Manager is directed to commence use of the Administrative Fee Schedule effective immediately.

PASSED, APPROVED AND ADOPTED THIS 4th DAY OF September 2013.

Mark Simon
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on September 4, 2013 by the following vote of the Board:

AYES:
NOES:
ABSENT:
ABSTAIN:

Richard J. Howard
Board Secretary



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

September 4, 2013

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

Agenda Title

Approval of the Wastewater Treatment Plant #2 Solar Dryers C and D Electrical Installation Project

Recommended Action

That the Board of Directors (1) award the lowest responsible bid to Bockmon & Woody Electric in the amount of \$218,259.00, 2) that the General Manager be authorized to execute all contract documents, and (3) that the General Manager be authorized to execute contract change orders up to ten (10) percent of the amount of the bid award.

Executive Summary

The final component to be competitively bid on the Bio-Solids Project at Wastewater Treatment Plant I is the electrical installation for Solar Dryers "C and D". The initial engineer's estimate for the project was \$550,000.00, however, due to value engineering the final bids were anticipated to be significantly less.

On Wednesday, August 28, 2013 at 2:00 p.m., bids were opened and five electrical contractors submitted bids for the work. A copy of the bid results is attached.

Bockmon and Woody Electric was the lowest responsible bidder with a bid amount of \$218,259.00. The second lowest bidder was Pacific Infrastructure Corp. with a bid amount of \$221,000.00.

Staff recommends approval of the Award of Bid to Bockmon & Woody Electric.

Fiscal Impact:

Amount Requested \$218,259.00

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

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

Previous Relevant Board Actions for This Item

Master Plan Acceptance, Budget Adoption, Equipment Pre-Purchase

Attachments

Bidders List

AGENDA ITEM: G-3

BID SUMMARY

Solar Dryers C&D Electrical Installation (Master Plan Project No. 13, 14)

Owner: Town of Discovery Bay CSD

Bids Opened by: Rick Howard

Project: Solar Dryers C&D Electrical Installation (Master Plan Project No. 13, 14)

Date: August 28, 2013 - 2:00p.m.

Witness: Sue Heint

Contractor Company Name	Date Received	Time Received	Subcontractor	Bid dollar Amount
Bockmon & Woody Elec	8/28/2013	1:31pm	n/a	\$218,259.00
D.W.Nicholson Corp	8/28/2013	1:39pm	n/a	\$348,000.00
Collins Electrical Co.	8/28/2013	1:43pm	n/a	\$368,800.00
Blocka Const. Inc.	8/28/2013	1:53pm	n/a	\$273,000.00
Pacific Infrastructure Corp	8/28/2013	1:54pm	Con J. Franke Elec	\$221,000.00



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

September 4, 2013

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

Agenda Title

Adoption of Resolution 2013-19 Town of Discovery Bay "DRAFT" Employee Personnel Manual

Recommended Action

Adopt Resolution 2013-19 Approving Employee Personnel Manual

Executive Summary

The Town of Discovery Bay (TODB) employs fourteen Full Time Equivalent (FTE) that perform a variety of job functions in diverse job classifications. The Town also employs a number of Part Time, Seasonal and Temporary (PST) employees when the need arises.

On July 3, 2013 staff presented a *DRAFT* Employee Personnel Manual for Board review. At that time, it was noted that the manual would come back before the Board at a later date.

The District adopted an Employee Personnel Manual in 2003 and modified it in 2004. As the District has grown and as laws and regulations continue to evolve and change, it is necessary to adopt an updated Employee Personnel Manual.

Staff has spent a considerable amount of time preparing the *DRAFT* Employee Personnel Manual and has conferred with legal staff relative to its contents and compliance with existing laws and regulations. The *DRAFT* Employee Personnel Manual is consistent with existing practices of the District, and is attached.

Other than legal changes related to job rules, leaves of absence (FMLA/Military/Disability/etc), and a drug free workplace, the policy was cleaned up and revised to clarify a number of employee status' and employee work rules including conduct, harassment, hygiene, drug and alcohol use as well as use of TODB issued vehicles, equipment and technologies.

At the meeting on July 3, 2013, the Board questioned the following items related to employee benefits: Vacation, Sick Leave and Holidays. The current sick leave and holiday policies have been in place since August 20, 2003. The vacation policy has also been in place since August 20, 2003 but was amended on August 18, 2004 to its current leave levels. There have not been any modifications to those policies since that time and none are contemplated as a part of this revision. There was, however, an error in the sick leave calculation in the draft presented on July 3, 2013. Existing policy provides for 10 days of sick leave annually. The draft stated that there are 12 days of annual sick leave that are made available to employees. That has been corrected in the draft and accurately reflects that employees receive 10 days of sick leave annually.

The only substantive change to employee benefits is in Section 3.3(D) which allows for the carryover and banking of a maximum of 120 hours of sick leave before sick leave accrual ceases. Staff has proposed a change to this section by amending the maximum accrual from 120 hours to 160 hours to provide financial relief to an employee who is on a medical leave of absence due to illness, injury, disease, or other serious ailment. This modest increase provides employees the comfort in knowing that if they are out for an extended period of time, and if sick leave is utilized prudently, the bridge between when sick leave is exhausted and Long Term Disability becomes effective is minimized, thus lessening the financial burden to the employee.

At the request of the Board, staff has surveyed a variety of surrounding public agencies and compared the TODB holiday and sick leave benefit to the other agencies. That survey is attached to this report.

Staff recommends approval of the *Draft* Employee Personnel Manual.

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

N/A

Attachments

Survey of Agencies

DRAFT/Proposed Personnel Manual

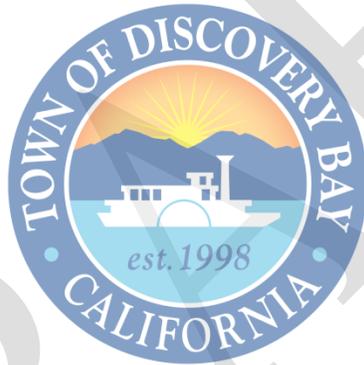
August 20, 2003 Board Action/Minutes and Employee Manual

August 18, 2004 Board Action/Minutes and Employee Manual

Resolution 2013-19

AGENDA ITEM: G-4

Agency	Holidays	Sick Leave
Reclamation 800 (925) 634-2351	12 Paid	6 days annually
Diablo Water Dist. (925) 625-3798	10 Paid	12 days annually
City of Brentwood (925) 516-5400	Fourteen per year (12 set holidays, 2 floating)	8 hours monthly
Byron Bethany Irrigation District 209-835-0375	12 Paid	8 hrs. monthly (12 days annually) up to 288 days – anything above 288 days –the total days are divided in half and employee is given cash compensation.
Mountain House CSD (209) 831-2300	14 Paid	96 hours annually
City of Oakley (925) 625-7000	12 Paid	3.69 hrs. per pay period (96 hours annually)
Ironhouse Sanitation 925-625-2279	10 Paid; 2 floating	6.67 hours per month (approx. 80 hours annually)
Central Sanitation (925) 228-9500	13 Paid	12 days annually, unlimited
Contra Costa Water Dist. (925) 688-8000	There are 11 paid holidays. In addition, a one-day holiday (either Christmas Eve or New Year’s Eve) will be recognized when those days fall on Monday through Thursday.	12 days annually, unlimited



TOWN OF DISCOVERY BAY

A California Community Services District

PERSONNEL MANUAL

TOWN OF DISCOVERY BAY
PERSONNEL MANUAL

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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 contract 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)
NOTE: Staff recommends that the name "Employees Birthday be changed to Floating Holiday

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 that 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~~ ~~leaves the employment of the Town,~~ 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 3.08693 hours of sick leave each pay period, or twelve (12) 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 3.08693 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 120-160 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 five (5) 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 five (5) 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);
- (c) Excessive absenteeism, tardiness, or abuse of rest break and meal period policies;
- (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;
- (e) Misusing or destroying Town property or the property of 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;
- (k) Harassing, including sexually harassing employees, customers, contractors, or others while acting within the scope of their employment;
- (l) Being under the influence of, manufacturing, dispensing, distributing, using, or possessing alcohol or illegal or controlled substances on Town property or while conducting Town business;
- 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

- impairment might:
- (3) Working while *impaired* by the use of a legal drug whenever such
 - (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

1800 Willow Lake Road, Discovery Bay, CA 94514

Telephone: (925) 634-1131 Fax: (925) 513-2705

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

August 20, 2003

**1800 Willow Lake Road
DISCOVERY BAY, CALIFORNIA**

Board Members

President-Ray Tetreault	(925) 516-2155
V.President-Bob Doran	(925) 634-5137
Treasurer-Maureen Murray	(925) 634-2170
Director-David Piepho	(925) 516-2358
Director-Gary Hess	(925) 634-5114

A. ROLL CALL

The meeting was called to order at 7:00 p.m. by President Tetreault, who led the Pledge of Allegiance. All Directors were present except Director Hess.

B. PUBLIC COMMENTS

Audience member David Rhodes gave an account to Board members and audience members alike regarding the many acts of vandalism, which he and his family have endured over the last 22 months of living in Discovery Bay. He looked to the Board for a new approach to this problem and also provided one of his own. He suggested that the Board should consider turning Discovery Bay into a gated community, by using controlled access gates at Point of Timber Road, Newport Drive, and Discovery Bay Boulevard, and consider hiring a private security company. He requested the Board conduct a feasibility study and solicit public opinion. John Fritz then requested that he receive the crime reports from the Sheriff's Department. He also spoke regarding the high amount of fireworks in the area as well. Walter MacVittie then advised that there is no Trans-Plan meeting, or a County Planning Commission meeting until the Town has a chance to meet with Western Pacific Housing. John Fritz then made an inquiry as to the status of some of the area landscaping. Director Piepho then shared a personal encounter he had at Sandy Cove Shopping Center regarding a group of kids harassing patrons. He called the Sheriff's Department, and was told that they had received multiple calls, and was pleased that there are people who are now calling, and he also insisted that those caught, also be arrested. President Tetreault then presented Certificate of Appreciation Awards to Kara English, Kayla Irving and Brittany Moule for support towards the Town's future Community Center. Brittany then shared with Board members how they were able to raise the \$171.00, which has been donated towards the Community Center.

(The CHP gave their report and Officer Mark Mitchell shared with those present some promotional items. He then reported that regarding the issue with the trucks he felt that Sergio Morales would be out soon to take a look at the problem. He then advised that they continue to work the right hand turn lane at Regatta Drive. Officer Mitchell then shared that last month there was one truck speed, 43 maximum speed citations issued, 3 unsafe speeds, 1 DUI, 1 DUI arrest, 1 wrong side of the road violation, 9 stop signs violations, 3 improper passings, 20 other rules of the road, 81 seatbelts, 2 child seats, 19 equipment violations, 24 registrations, and 50 all other violations for the month of July).

Treasurer Murray then requested that they look into an SUV and trailer parked on Sailboat and Regatta. Director Piepho commented that last week he met with the Traffic Engineer's and gave them the information on radar surveys and added that they will be checking into it and possibly re-surveying. He then commented that it seemed as if many of the speed signs had been taken off of Newport Drive so they are re-signing this area. In addition, Director Piepho stated that regarding the truck parking across from McDonalds that they are making headway, however, they are still working out who is responsible for the no parking signs to be installed. Hopefully it will transpire within the next 60 days. Officer Mitchell then requested the details of the happenings that were earlier reported by audience member David Rhodes.

C. CONSENT CALENDAR

1. Minutes previous meeting(s) for July 31, 2003 (Special Meeting) and August 6, 2003
2. Various District Invoices

A motion was made by Director Piepho to approve the Consent Calendar, and it was 2nd. The motion carried (4 yes, 0 no, 0 abstain).

D. REQUEST FOR BOARD CONSIDERATION

1. ***Discuss and Comment on Intent to Adopt Proposed Mitigated Negative Declaration for Century Management for a Discovery Bay Mini Storage Facility***

Limited Discussion was made on this item regarding the barbed wire and having it be placed on the inside, and Director Piepho then suggested a follow up letter on this as well as to thank them for covering the several trailers that had the advertising on the sides. Walter MacVittie then suggested that the Board add in verbiage referencing the well-done landscape plans as well as the signage that was discussed earlier. In addition, Walter shared that he had also spoke regarding dressing up the existing landscaping as well.

2. ***Discuss and Adopt District Ordinance No. 6, Re: Sewer Services and Regulation***

Director Doran made a motion to approve and adopt District Ordinance No. 6 regarding Sewer Services and Regulations and it was 2nd. It was then clarified that it has been reviewed by Legal Counsel and that Legal Counsel was satisfied. A roll call vote was then made and the motion carried (4 yes, 0 no, 0 abstain).

3. ***Discuss and Adopt District "Personnel Manual"***

A motion was made by Director Doran to adopt the District Personnel Manual and it was then 2nd. The motion carried (4 yes, 0 no, 0 abstain). Limited discussion was made and Director Piepho suggested that the Board should strive to annually review the District Personnel Manual and that it should be incorporated into the process.

4. ***Discuss and Possible Action on Request to Purchase a Dome Awning Cover for District Office***

A motion was made by Director Piepho to approve the bid provided by the Canvas Factory for \$1179.20 and it was 2nd. The motion carried (4 yes, 0 no, 0 abstain). Limited discussion was also made to look into possibly tinting the buildings front glass doors as well.

5. ***Discuss and Possible Action on Obtaining Various Grant Options for Proposed Community Center***

A consensus was reached by all Board members on this item to direct the District Manager to obtain further research. Director Piepho made a suggestion to focus on the type of grants where they are structured on a percentage basis. Limited discussion was also made as to various possibilities of local grant writers, as well as the status of the Community Center property itself.

6. ***Discuss and Possible Action on Banning of Copper Piping within District***

A consensus was reached by all Board members to give direction to the District Manager to further research the banning of copper piping within the District as part of the pollution prevention plan. Limited further discussion was made regarding the issue, and Director Piepho inquired of Legal Counsel if an ordinance would be required. He then added that he would like to see the Board write an ordinance, and therefore have the District perform the inspection, which could in turn be possible revenue for the District.

7. ***Discuss and Review General Duties for District's General Manager***

A motion was made by Director Piepho to adopt the job description of general duties for the General manager with corrections and it was 2nd. The motion carried (4 yes, 0 no, 0 abstain). Director Doran had requested that there be two changes made. President Tetreault then clarified that there are two documents, one is a job description, which would be used if the Board had to hire a new manger, and the 2nd is a list of responsibilities, which are currently performed. Director Doran went on to say that the changes that should be made are on the Preferred requirements, page 2, bullet point 4, says responsible to develop, and has been changed to responsible to prepare. The other change is on page 3 special requirements; it was changed to "citizens of the United States eligible to work in possession or ability to obtain, a valid and appropriate California driver's license". Legal Counsel also then made a correction at the top of the same page that "principals" should be spelled as "principles". It was then determined that Legal Counsel will also keep a back up copy of this document as well.

E. CHAIR REPORT

President Tetreault requested that the review forms be returned to him by the next Board meeting. He also inquired if the developer fee has been determined by the Hofmann Company. He also made an inquiry as to the proposed Community Center site.

F. GENERAL MANAGER REPORT

General Manager Virgil Koehne reported that LAFCO did approve dissolving the M-8 and was effective last Wednesday. In addition, he is working on putting together an ordinance for the park. He added that during the last couple of weeks they have experienced a few water leaks and commented that the contractor for the Hofmann Company is in process of laying out the sewer mains at the Lakes.

G. LEGAL COUNSEL REPORT

Legal Counsel John Stovall advised the Board that his firm was asked by WPH to help with a problem they are having with the Reclamation District 800 and he didn't realize that they were involved with this District until tonight's agenda. He added that he has instructed the appropriate people in his office that they were to confirm in

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TOWN OF DISCOVERY BAY
PERSONNEL MANUAL

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**ARTICLE 1
INTRODUCTION**

Section 1.1. Personnel Manual. This Manual is intended to help employees get acquainted with the Town of Discovery Bay (Town). It describes, in general terms, some of our employment guidelines. It is not intended to be an official policy and procedures manual. Also, employees should understand that the manual is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of the Town or its employees.

This Manual supersedes and replaces all previous personnel policies, practices, and guidelines, except where a specific written contract of employment is in place. The Town reserves full discretion to add to, modify, or delete provisions of this Manual, or the policies and procedures on which they may be based, at any time, without advance notice. For this reason, employees are urged to check with their supervisors to obtain current information regarding the status of any particular policy, procedure, or practice.

Section 1.2. 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 votes 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 1.3. Equal Employment Opportunity. It is the Town's policy to provide equal employment opportunity for applicants and employees. The Town does not unlawfully discriminate on the basis of race, color, religion, sex (including pregnancy, childbirth, or related medical conditions), national origin, ancestry, age, physical disability, mental disability, medical condition, family care status, veteran status, marital status, or sexual orientation. The Town also makes reasonable accommodations for disabled employees. Finally, the Town prohibits the harassment of any individual on any of the bases listed above. For information about the types of conduct that constitute impermissible harassment and 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 directors on how to contact these agencies, please refer to the Town's Policy Against Harassment located at Section 1.5 of this Manual. This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, and social and recreational programs. It is the responsibility of every manager and employee to conscientiously follow this policy. Any employee having questions regarding this policy should discuss them with his or her immediate supervisor, or the General Manager.

Section 1.4. 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 cause, and with or without advance notice. The Town does not guarantee continued or permanent employment. 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 the Board 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 policy, and any such agreement must be in writing and must be signed by the President of the Board and by the affected employee.

Section 1.5. Policy Against Harassment. The Town is committed to providing a workplace free of sexual harassment (which includes harassment based on gender, pregnancy, childbirth, or related medical conditions), as well as harassment based on such factors as race, color, religion, national origin, ancestry, age physical disability, mental disability, medical condition, marital status, sexual orientation, family care leave status, or veteran status. 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.

Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with work performance and is based on one or more of the factors noted above. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission to 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 includes, but is not limited to, slurs, jokes, statements, gestures, pictures, or cartoons regarding an employee’s sex, race, color, national origin, religion, age, physical disability, mental disability, medical condition, ancestry, marital status, sexual orientation, family care leave status, or veteran status.

Sexually harassing conduct in particular includes all these prohibited actions as well as other unwelcome conduct such as requests for sexual favors, conversation containing sexual comments, and unwelcome sexual advances.

Any incident of harassment, including work-related harassment by any Town personnel or any other person, should be reported promptly to the employee’s supervisor or to the General Manager. Supervisors who receive complaints or who observe harassing conduct should inform the General Manager immediately. 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, promptly, and in a confidential manner. In addition, the Town will not tolerate retaliation against any employee for cooperating in an investigation or for making a complaint.

In the case of Town employees, if harassment is established, the Town will discipline the offender. Disciplinary action for a violation of this policy can range from verbal or written warnings up to and including immediate termination, depending upon the circumstances.

Sexual Harassment and retaliation for opposing sexual harassment or participating in investigations of sexual harassment are illegal. In addition to notifying the company 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. You can contact the nearest DFEH office or the FEHC at the locations listed in the Towns DFEH poster or by checking the state government listings in the local telephone directory.

Section 1.6. Applicability. This Personnel Manual applies to all employees of Town, except where inconsistent with a written contract of employment.

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. Temporary Employees. Temporary employees are persons hired to work on special assignment with the understanding that such work will be completed within a specified period of time. When the need arises, the Town will hire employees for a temporary period or contract out, using a temporary contract service or agency independent of the Town. Temporary employees do not become regular employees as a result of the passage of time. Temporary 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 General Manager, Office Manager, and Center Manager, as those positions have been established by the Board, are exempt positions. 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 the attorneys for the Town, 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.

**ARTICLE 3
HOLIDAYS, VACATION, LEAVES OF ABSENCE**

Section 3.1. Holidays. The Town observes the following standard holidays and provides all full-time employees time off with pay at their normal base rate unless otherwise provides in this Manual. Part-time employees receive holiday time off, with pay pro-rated according to the number of weekly hours they are scheduled to work, divided by thirty (30) hours.

- 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
- One Floating Holiday

Employee's Birthday (to be taken within the pay period in which the actual date occurs)

Holidays are to be taken on the day they occur. Holidays which fall on Saturday will be observed the preceding Friday, and those which fall on Sunday will be observed the following Monday. The choice of a floating holiday must be approved by the employee's supervisor.

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 who are eligible to take vacation benefits based on their continuous length of service, measured from the date of hire. All regular part-time employees are eligible to accrue, and take, vacation time off, except that

vacation accrual is pro-rated, according to the number of weekly hours they are scheduled to work, divided by thirty (30) hours. "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 twenty-five (25) days 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	1 week (30 hours) per year
Second year through fifth year	2 weeks (60 hours) per year
Sixth year through tenth year	3 weeks (90 hours) per year
Eleventh year and thereafter	4 weeks (120 hours) per year

Notwithstanding the above, employees who are hired as exempt employees will be credited with two (2) weeks (60 hours) of accrued vacation as of the date of hire. Employees who are promoted from a non-exempt position to an exempt position will, on the occasion of the first such promotion, be credited with one week (30 hours), as of the date of such promotion, subject to Section 3.1C below.

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

C. Maximum Accrual. Vacation accruals may not exceed 120 hours. 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 accrual allowed.

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. No vacation accrues during an unpaid leave of absence; vacation accrual continues during paid leaves of absence or while on disability salary continuation. Vacation accruals recommence when the employee returns to work.

F. Vacation Pay on Termination. On termination of employment, the employee is paid all accrued but unused vacation at the employee's base rate of pay at the time of his or her 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. 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 then leaves the employment of the Town, the amount of pay for any vacation time taken but which has not accrued at the time of termination will be deducted from the employee's final paycheck.

J. Time Off in Lieu of Pay. The Town may, in its discretion, require an employee to work on scheduled holidays and provide another day off, at the convenience of the Town and the employee.

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 per each two weeks. Regular part-time are eligible to accrue sick leave on a pro-rata basis. Temporary employees are ineligible to earn or receive sick leave benefits.

B. Use.

(1) Sick leave may be taken for personal illness, emergency, or disability.

(2) Accrued and available sick leave, up to the amount that would be accrued in 6 months, may also be taken to attend to the illness of a spouse, domestic partner, parent or child (including step-parent, step-children, children of a domestic partner and in-laws) or a grandparent or grandchild.

(3) Hours absent for medical and dental appointments will be treated as sick leave.

(4) Sick leave may be accumulated up to a total of one hundred twenty (120) hours. Upon reaching the accrual limit, no more sick leave shall be accrued, until sick leave has been taken to reduce the accrued amount to below the accrual limits.

(5) The Town retains the right to request a verification form from a licensed health care provider for all absences due to illness or disability. Sick pay may be withheld if a satisfactory verification is not received.

(6) Sick leave will not accrue during any leave of absence.

(7) Accrued, but unused sick leave will not be paid on termination.

C. Coordination of Sick Leave Benefits with Workers' Compensation and Non-Occupational Disability or Medical Leaves of Absence. 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 either state unemployment disability or other 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.

Section 3.4. Other Leaves of Absence.

A. Family Care and Medical Leave.

(1) Purpose. This section outlines the procedures applicable under the federal Family and Medical Leave Act, (29 U.S.C. Sections 2601-2654) and the California Family Rights Act, (Government Code Section 12945.2), both of which require the Town to permit each eligible employee to take up to 12 work weeks of Family and Medical Leave Act leave ("FMLA leave") in a 12-month period.

(2) Employee Eligibility Criteria. To be eligible for FMLA leave, employees must have been employed by the Town for at least 12 months and must have worked at least 1,250 hours during the 12 month period immediately preceding commencement of FMLA leave.

(3) Events Which May Entitled an Employee to FMLA Leave. The 12 – week FMLA allowance includes time taken (with or without pay) for any of the following reasons.

a. The birth of a child of the employee or the placement of a child with the employee for adoption or foster care. Leaves for this purpose must conclude 12 months after the birth, adoption, or placement. If both parents are employed by the Town, they will be granted a combined total of 12 weeks of leave for this purpose.

b. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform his job at all or unable to perform any one or more of the essential functions of his job (please note that a disability caused by pregnancy, childbirth, or

related medical conditions may also be covered by the Town's separate pregnancy disability policy).

c. To care for a spouse, child, or parent with a serious health condition.

A "serious health condition" is one that requires either (a) inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or (b) continuing treatment or supervision by a health care provider.

(4) Length of FMLA Leave.

a. FMLA leave can be taken in one or more periods, but may not exceed 12 work weeks total for any purpose in any 12-month period, as described below, for any one, or combination, of the above-described situations. "Twelve work weeks" means the equivalent of 12 of the employee's normally scheduled work weeks. For a full-time employee who works five eight-hour days per week, "12 work weeks" means 60 working and/or paid eight-hour days.

b. The "12-month period" in which 12 weeks of FMLA leave may be taken is the 12-month period immediately preceding the commencement of any FMLA Leave.

(5) Pay During FMLA Leave.

a. Except as otherwise provided in this Section, FMLA leave is unpaid.

b. An employee on an FMLA leave because of his own serious health condition must use all accrued paid sick leave and may use vacation time and/or holiday leave at the beginning of any otherwise unpaid FMLA leave period.

c. An employee on an FMLA leave for any reason other than his own serious health condition may use any or all accrued paid sick leave at the beginning of any otherwise unpaid FMLA leave and may use vacation or holiday leave.

d. The receipt of vacation pay, sick pay, or State Disability Insurance benefits will not extend the length of the FMLA leave.

e. Employees will continue to accrue vacation, sick leave, and holidays only during any period of FMLA leave which is paid leave, but not during any portion which is unpaid leave.

(6) Seniority. An employee on FMLA leave remains an employee and the leave will not constitute a break in service for purposes of seniority benefits. An employee who returns from FMLA leave will return with the same seniority he had when the leave commenced.

(7) Medical Certifications.

a. An employee requesting FMLA leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate health care provider. Failure to provide the required certification in a timely manner (within 15 days of the leave request) may result in denial of the leave request until such certification is provided.

b. If the Town has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the Town may request a second opinion by a health care provider of its choice (paid for by the Town). If the second opinion differs from the first one, the Town will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.

c. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications could result in termination of the leave.

(8) How FMLA Leave is Requested and Scheduled.

a. An employee should request FMLA leave by completing a Request for Leave form and submitting it to their supervisor.

b. Employees should provide not less than thirty (30) days' notice, or such shorter notice as is practicable, for foreseeable childbirth, placement, or any planned medical treatment for the employee or the employee's spouse, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.

c. When possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the Town's operations.

d. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, child, or parent, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.

e. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the Town will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks duration on any two occasions.

f. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or the employee's spouse, child or parent, or to care for a newborn child or child placed with the employee for adoption or foster care, the employee may be transferred temporarily to an available alternative position for which he is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.

g. In most cases, Town will respond to a FMLA leave request within two (2) days of acquiring knowledge that the leave is being taken for an FMLA qualifying reason and, in any event, the Town will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to meet those expectations.

(9) Return to Work.

a. On timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous economic injury to the Town's operation) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.

b. When a request for FMLA leave is granted to an employee, the Town will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).

c. Before an employee will be permitted to return from an FMLA leave taken because of his own serious health condition, the employee must obtain a certification from his health care provider that he is able to resume work.

d. If an employee can return to work with limitations, the Town will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the Town.

(10) Limitations on Reinstatement.

a. The Town may refuse to reinstate a "key" employee if the refusal is necessary to prevent substantial and grievous economic injury to the Town's operations. A "key" employee is an exempt salaried employee who is among the highest paid ten percent (10%) of the Town's employees within seventy-five (75) miles of the employee's work site.

b. A "key" employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he qualifies as a

“key“ employee and the potential consequences with respect to reinstatement and maintenance of health benefits if the Town determines that substantial and grievous economic injury to the Town’s operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, the Town will notify the “key” employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee’s reinstatement would cause the Town to suffer substantial and grievous economic injury. If the Town realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement. If the employee does not return to work in response to the notification, the employee continues to be entitled to maintenance of health benefits for the remainder of the leave period and the Town may not recover its share of the employee’s health benefit premiums. If such a “key” employee then requests reinstatement at the end of the leave period, the Town will again determine if his reinstatement will cause substantial and grievous injury and, if so, will so notify the employee in writing (via certified mail) of the denial of reinstatement.

(11) Employment During Leave. An employee on FMLA leave 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 employment at the Town.

B. Pregnancy Disability Leave.

(1) Purpose. This policy explains procedures applicable under the California Pregnancy Disability Act, (Government Code Section 12945), which requires the Town to give each female employee a reasonable leave of absence of up to four months, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

(2) Employee Eligibility Criteria. To be eligible for Pregnancy Disability Leave (PDL), the employee must be disabled by pregnancy, childbirth, or related medical conditions.

(3) Events Which May Entitle an Employee to PDL Leave. The four-month PDL allowance includes any time taken (with or without pay) for any of the following reasons:

a. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth or because of any medical recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness);

b. The employee needs to take time off for prenatal care.

(4) How Much Pregnancy Disability Leave May be Taken. PDL may be taken in one or more periods, but may not exceed four months total. "Four Months" means the number of days the employee would normally work within four months. For a full-time employee who works five eight-hour days per week, "four months" means 88 working and/or paid eight-hour days of leave entitlement, based on an average of 22 working days per month for four months. PDL does not count against the leave available under the Town's policy on Family Care and Medical Leave.

(5) Pay During Pregnancy Disability Leave.

a. An employee on PDL may use all accrued paid sick leave, vacation time and holiday leave at the beginning of any otherwise unpaid leave period.

b. All other time off on PDL is unpaid.

c. The receipt of vacation pay, sick pay, or State Disability Insurance benefits will not extend the length of the PDL.

d. Employees will continue to accrue vacation, sick leave, and holidays only during that period of PDL, which is paid, and will not continue such accrual during the unpaid portion of PDL.

(6) Seniority. An employee on PDL remains an employee of the Town and the leave will not constitute a break in service. When the employee returns from PDL, she will return with the same seniority she had when the leave commenced.

(7) Medical Certifications.

a. An employee requesting a PDL must provide medical certification from her health care provider. Failure to provide the required certification in a timely manner (within 15 days of the leave request) may result in denial of the leave request until such certification is provided.

b. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications could result in termination of the leave.

(8) How Pregnancy Disability Leave is Requested and Scheduled.

a. An employee should request PDL by completing a Request for Leave form and submitting it to her supervisor.

b. Employees should provide not less than thirty (30) days' notice, or such shorter notice as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of a leave request, except if the need for PDL was an emergency or was otherwise unforeseeable.

c. When possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the District's operations.

d. PDL may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's health care provider.

e. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.

f. In most cases, the Town will respond to a PDL request within two (2) days of acquiring knowledge that the leave qualifies as PDL and, in any event, within ten (10) days of receiving the request. If a PDL request is granted, the Town will notify the employee in writing that the leave will be counted against the employee's PDL entitlement. This notice will explain the employee's obligations and the consequences of failing to meet them.

(9) Return to Work.

a. On timely return at the expiration of the PDL period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested for legitimate business reasons unrelated to the employee's PDL or each means of preserving the job for the employee (such as leaving it unfilled or filling it with a temporary employee) would have substantially undermined the Town's ability to operate the business safely and efficiently. If the employee is not reinstated to the same position, she will be reinstated to a comparable position unless there is no comparable position available or a comparable position is available, but filling that position with the returning employee would substantially undermine the Town's ability to operate the business safely and efficiently. A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

b. When a request for PDL is granted to an employee, the town will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).

c. Before an employee will be permitted to return from a PDL of three days or more, the employee must obtain a certificate from her health care provider that she is able to resume work.

d. If the employee takes FMLA leave for reason of the birth of her child at the expiration of her PDL, her right to reinstatement is governed by the Family Care and Medical Leave policy, not by this policy.

e. If the employee can return to work with limitations, the Town will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the Town.

(10) Employment During Leave. An employee on PDL 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.

C. Other Disability Leaves. In addition to pregnancy-related disability leave, and Family Medical Leave, employees may take a temporary disability leave of absence if necessary to reasonably accommodate a work place injury or a disability, as defined under the Americans with Disabilities Act or the California Fair Employment and Housing Laws. Such leaves will be unpaid, except that an employee must use any available sick leave, and may, at the employee's option, use any accrued vacation time.

D. Legally Required Leaves of Absence. Employees will be granted a leave of absence as required by law for the purpose of fulfilling any required legal or military obligation (e.g., jury duty, appearance as a witness in a legal proceeding, in which the employee is not a party, military duty, appearance at school by a parent when requested pursuant to the Education Code, or performance of emergency duty by a volunteer fire fighter). Employees are required to provide reasonable advance notice of any need for such leave and are expected to return to work each day or portion of the day that they are not selected for jury duty or called as a witness. Any employee who is summoned for attendance to any court for jury duty on a normal work day shall be deemed to be on duty and there shall be no loss of pay, provided that any jury or witness fees (excluding payment for mileage) received by the employee should be paid to Town.

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.

E. 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 80 hours and 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.

F. Bereavement Leave. All employees who suffer a death in their immediate family may be allowed to be absent with pay for three scheduled work days for each family member who dies. Employees must take this leave within a seven consecutive day period and will be paid only for days and hours they were scheduled to work. Immediate family includes

the spouse, child, parent and sibling, grandparent, or grandchild of the employee, or child, sibling, parent, or grandchild of the employee's spouse.

ARTICLE 4
HOURS OF WORK, OVERTIME, AND PAY DAY

Section 4.1. Hours of Work. The Town's office hours are generally from 8:00 a.m. to 5:00 p.m., Monday through Friday, with one hour unpaid for lunch. 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 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. Non-exempt employees receive two ten-minute paid break periods for each full work day, one in mid-morning and one in mid-afternoon.

Section 4.2. Pay Days. Complete and accurate time cards are to be kept by all employees noting hours worked as well as vacation and sick leave taken. Pay days are twice per month, based on the payroll schedule of Contra Costa County.

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:

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.

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: The workweek on which weekly overtime calculations will be based begins each Friday at midnight; and each workday on which daily overtime calculations will be based begins at midnight.

Section 4.4. Other Types of Pay.

A. 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.

B. 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.

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

D. Payment on Resignation or Termination. 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 or fails to return to work, his or her paycheck will be mailed by regular mail to his or her last known address not later than 72 hours after the date when an employee is considered to have terminated. If an employee is terminated involuntarily, his or her paycheck will be available at the time of discharge. The employee's final paycheck will include payment for all wages due and not previously paid and for accrued but unused vacation time, minus authorized deductions.

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 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 consecutive days.

(2) Involuntary Termination. An employee may be terminated involuntarily for reasons that may, but are not limited to, include 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 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 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 1.4 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);
- c. Excessive absenteeism, tardiness, or abuse of break and lunch privileges;
- 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;
- e. Misusing or destroying Town property or the property of another on Town property.
- f. Violating conflict of interest rules;

- without authorization;
 - for employment;
 - customers, clients, or patients;
 - business;
 - property or while conducting Town business.
 - raises a threat to the safety or well-being of the Town, its employees, customers, or property;
 - under any criminal drug statute for a violation occurring in the work place; or
- g. Disclosing or using confidential or proprietary information
 - h. Falsifying or altering Town records, including the application
 - i. Interfering with the work performance of others;
 - j. Altercations;
 - k. Harassing, including sexually harassing, employees or
 - l. Being under the influence of, manufacturing, dispensing, distributing, using, or possessing alcohol or illegal or controlled substances on Town property or while conducting Town business;
 - m. Gambling on Town premises or while conducting Town
 - n. Sleeping on the job or leaving the job without authorization;
 - o. Possessing a firearm or other dangerous weapon on Town
 - p. Being convicted of a crime that indicates unfitness for the job or
 - q. Failing to report to the Town, within five days, any conviction
 - r. Use of foul or abusive language.
 - 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 time limits for rest and lunch periods, and obtaining approval to leave work early; and
- b. Notifying the supervisor in advance of anticipated tardiness or absence.

ARTICLE 6 WORK REGULATIONS

Section 6.1. Personnel Records. The information in the employee's personnel file is permanent and confidential, and must be kept up-to-date. The employee should inform his or her Supervisor 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.

The employee has the right to inspect his or her personnel file 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 or the General Manager, or his or her designee.

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.

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. 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 good hygiene, safety, and good 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 not employ relatives of present employees, except with the previous written consent of the General Manager. This policy will not apply to employees of the Town who are employees of this effective date of this manual, but such employees may in the discretion of the General Manager, be assigned to positions where (1) individuals concerned will not work in a direct supervisory relationship, (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. "Relatives" are defined as spouses, children, sisters, brothers, mothers, or fathers, and persons

related by marriage. Present employees who marry, or become related by marriage, 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 become related by marriage, 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 leave is left solely to the spouse-employees.

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 supplier or customer;
- C. Using proprietary or confidential Town information for personal gain or to the Town's detriment;
- D. Having a direct or indirect financial interest in or relationship with a customer or supplier;
- E. Using Town assets or labor for personal use;
- F. Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the Town.
- G. Committing the Town to give financial or other support to any outside activity or organization.

H. Developing a personal relationship with a subordinate employee of the town 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 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, will result in discipline, up to and including termination of employment.

ARTICLE 7 DRUG AND ALCOHOL ABUSES

Section 7.1. General. The Town maintains policies to prevent prohibited drug use and alcohol misuse. While those policies are considered part of this Manual, they are set forth in separate documents. A copy of each will be provided to you.

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 and other systems. These systems are provided to assist employees in the conduct of Town business. All computers and the data stored on them, as well as voice-mail and the data stored on it are and remain at all times, the property of the town. All voice-mail, e-mail and other messages composed, created, sent and received are, and remain, the property of the Town. Therefore, the Town has the capability and reserves the right to access, copy, delete and use for Town purposes any messages stored on any Town system. Use of the voice-mail, e-mail and other systems for the conduct of personal business is discouraged and employees are hereby notified that they may not expect any level of privacy in the use of these systems and have no personal privacy rights in any materials created.

EMPLOYEE ACKNOWLEDGMENT

Receipt of Manual

I acknowledge that I have received and read the Town Personnel Manual. I understand the Town employment policies and procedures are exclusively stated in this Manual, and that the policies and procedures stated in the Manual supersede any previous Personnel Manual. I understand that the policies and procedures do not constitute a contract of employment, and that they may be changed at any time, and may not be modified except by an authorized representative, in writing. I agree to abide by all provisions therein, including the arbitration clause. I also understand that I am subject to the at-will clause contained therein. Except as may be provided in a specific written contract, this constitutes the only agreement relative to my employment.

Date: _____

Employee's Signature

Employee's Name (Please Print)



TOWN OF DISCOVERY BAY

1800 Willow Lake Road, Discovery Bay, CA 94514

Telephone: (925) 634-1131 Fax: (925) 513-2705

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

August 18, 2004

1800 Willow Lake Road, Discovery Bay, California

Board Members

President-Ray Tetreault	(925) 516-2155
V. President-Bob Doran	(925) 634-5137
Treasurer-Maureen Murray	(925) 634-2170
Director-David Piepho	(925) 516-2358
Director-Barry Hinds	(925) 516-5869

A. ROLL CALL

The meeting was called to order by President Tetreault who led the pledge of allegiance. All directors were present except Treasurer Murray.

B. PUBLIC COMMENTS

An audience member whose home was hit by the accident on Newport Drive came to discuss the traffic issues on Newport Drive. She looked to board members on what could be done to keep the momentum moving forward about lowering the speeding problem. Director Piepho expressed that the County is very aware of the issue, and shared that they will be conducting an additional traffic study on Newport now that school is back in session. Director Hinds added that he spoke with Jerry Fahay who shared that there was a speed indicator placed close to this residents home, and another north of Newport Lane, and added that he feels they have not really caught the straight away stretch along Newport Drive. Therefore, next week he said that Mr. Fahay indicated they would be adding another speed indicator, somewhere close to Lighthouse. Director Piepho then invited audience members to return to future meetings and voiced that he is also interested in making long-term changes as well. Later Fire Chief Dave Wahl advised that the contract with City Gate was signed for the master plan. He also reported that for the month of July, there were 400 calls, 35 of which were in Discovery Bay, most being medical. The District's year to date figures were 2,634 calls, 267 which were in the Discovery Bay area. President Tetreault made an inquiry as to the status of when the new commission is that was to be made up of members of each of the communities. Mr. Wahl advised that most of the "steering" committee will deal with governance and what the long term make up of the district would be.

C. CONSENT CALENDAR

1. Minutes previous meeting(s) for August 4, 2004
2. Various District Invoices
3. Accept Subdivisions 8570, 8571 & 8572 Discovery Bay West III (Portion of III)

A motion was made by Vice President Doran to approve the Consent Calendar and it was 2nd. The motion was then amended and the amended motion 2nd, to include a spelling correction of the name Fahey, to Fahay under item #G1. The motion carried (4 yes, 0 no, 0 abstain).

D. CHAIR REPORT

No Report

E. DIRECTORS' COMMENTS

Vice President Doran – Inquired if the board could direct the General Manager to please send a card to Barbara Frantz.

Director Hinds –Advised he had received a call from a resident about the landscaping problems within Discovery Bay and inquired as to the current status on landscaping issues particularly on Clipper Drive. He then inquired about having a staff member to oversee the landscaping, who would also be available to be out in the field. Limited discussion took place regarding the Master Landscape Plan itself. Director Hinds also said that he would like to have a letter in the paper regarding the form that is available as it relates to parking violations. It was determined that Director Hinds would compose a draft letter, and bring it back to the board for approval. President Tetreault asked that he also include in the letter, that during the last water/power outage, that the residents did not see ECHO working out on Lido Circle because the failure occurred at the water plant, and that they were in fact working on the problem there.

Director Piepho – Asked that the landscaping problems/issue be agendized, as he too, receives a lot of calls about this problem. In addition, he made comment about the docks and the dock problems Bethel Island is having. He said he also received a letter from Margaret Lowry, that the County is going to start the permit process for the docks, and commented that as another waterfront community, he would like to place on the agenda Discussion and possible action of a letter of support regarding the Bethel Island docks be placed on the next agenda. He also advised that he attended the public records act meeting. He said it was well attended, and that he spoke for Special Districts. He shared handouts on the public records act with Virgil to have other board members read. Director Piepho also advised that he voiced his dissatisfaction regarding the Form 700's.

F. REQUEST FOR BOARD CONSIDERATION

1. ***Discuss and Possible Action to Apply for SDWSRF Funding on Removal of Boron***
Limited discussion took place on this item as to the pros and cons of submitting the application as well as the time involved in completing the application. A motion was later made by Director Piepho to direct the General Manger to complete the SDWSRF funding application, and not to exceed 1-hour time spent to complete the form. The motion was 2nd and carried (4 yes, 0 no, 0 abstain).
2. ***Discuss and Possible Action to Approve Lowest Quote for Monitoring Wells at WWTP #2***
A motion was made by Director Piepho to adopt the ground water monitoring plan, and it was 2nd. The motion carried (4yes, 0 no, 0 abstain).
3. ***Discuss and Possible Action to Make Minor Changes to District's Personnel Manual***
A motion was made by Director Piepho to approve the upgrade and changes in the Town of Discovery Bay personnel manual, which reflect a change in the number of hours from 30 to 40 on Page 5, and deletion of the words (divided by thirty (30)) on page 4. In addition the change on page 15 to reflect "Paydays are twice per month on the 5th, and the 20th. The motion was 2nd and carried (4 yes, 0 no, 0 abstain).
4. ***Discuss and Comment on Changes to County's Home Based Business Ordinance***
There was no action taken or comments made on this item.
5. ***Discuss and Approve License Agreement with Western Area Power Administration for Outfall / Diffuser Project***
A motion was made by Vice President Doran to approve the signing of the license agreement with WAPA for the outfall diffuser project, and it was 2nd. The motion carried (4 yes, 0 no, 0 abstain).
6. ***Discuss and Approve General Lease (25-Years) with California State Lands Commission for Outfall /Diffuser Pipe***
A motion was made by Vice President Doran to sign the general lease (25 years) with California State Lands Commission for the outfall/diffuser pipe. Legal Counsel added that he had reviewed this lease. The motion was 2nd and carried (4 yes, 0 no, 0 abstain).
7. ***Discuss and Possible Action on Payment of Funds to Delta Diablo Sanitation District***
Limited discussion took place on this item regarding the County auditors electing to authorize the County to issue a check to Delta Diablo Sanitation District, which they did. General Manager Virgil Koehne advised that they have been trying to find an answer, and that they have not responded back other than their auditors told them to issue the check. He added that the County has no responsibility for this Districts funds, therefore, they had no authority to take funds from this account to pay this debt. President Tetreault voiced he would like to see legal counsel become involved. Legal Counsel expressed that there is a question in his mind whether or not they might have had legal authority to do this during the time that the Town's accounts were fiscally in the County's treasury. He added that he would have to research this and report back. A motion was made by Director Piepho to authorize staff and legal counsel to research this item and begin investigation on this item, and it was 2nd. The motion

D. Exempt/Non-Exempt Employees. Exempt employees are those employees exempt from earning overtime compensation; non-exempt employees are those employees eligible for overtime compensation in accordance with the provisions of applicable state and hour laws. Overtime compensation requirements are set forth in the section of this Manual entitled "Hours of Work and Overtime". The General Manager, Office Manager, and Center Manger, as those positions have been established by the Board, are exempt positions. 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 the attorneys for the Town, 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.

ARTICLE 3
HOLIDAYS, VACATION, LEAVES OF ABSENCE

Section 3.1. Holidays. The Town observes the following standard holidays and provides all full-time employees time off with pay at their normal base rate unless otherwise provides in this Manual. Part-time employees receive holiday time off, with pay pro-rated according to the number of weekly hours they are scheduled to work, ~~divided by thirty (30) hours: DELETE~~

- 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
- One Floating Holiday

Employee's Birthday (to be taken within the pay period in which the actual date occurs)

Holidays are to be taken on the day they occur. Holidays which fall on Saturday will be observed the preceding Friday, and those which fall on Sunday will be observed the following Monday. The choice of a floating holiday must be approved by the employee's supervisor.

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 who are eligible to take vacation benefits based on their continuous length of service, measured from the date of hire. All regular part-time employees are eligible to accrue, and take, vacation time off, except that

Delete

vacation accrual is pro-rated, according to the number of weekly hours they are scheduled to work, ~~divided by thirty (30) hours~~. "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 twenty-five (25) days~~ of service, unless otherwise permitted by the General Manager. *add (Year)*

Vacation accrues according to the following schedule:

Years of Continuous Service	Vacation Accrual
Date of hire through the first year	⁴⁰ 1 week (30 hours) per year
Second year through fifth year	⁸⁰ 2 weeks (60 hours) per year
Sixth year through tenth year	¹²⁰ 3 weeks (90 hours) per year
Eleventh year and thereafter	¹⁶⁰ 4 weeks (120 hours) per year

Notwithstanding the above, employees who are hired as exempt employees will be credited with two (2) weeks ⁸⁰ (~~60~~ hours) of accrued vacation as of the date of hire. Employees who are promoted from a non-exempt position to an exempt position will, on the occasion of the first such promotion, be credited with one week ⁴⁰ (~~30~~ hours), as of the date of such promotion, subject to Section 3.1C below.

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

C. Maximum Accrual. Vacation accruals may not exceed ¹⁶⁰ ~~120~~ hours. 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 accrual allowed.

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. No vacation accrues during an unpaid leave of absence; vacation accrual continues during paid leaves of absence or while on disability salary continuation. Vacation accruals recommence when the employee returns to work.

F. Vacation Pay on Termination. On termination of employment, the employee is paid all accrued but unused vacation at the employee's base rate of pay at the time of his or her termination.

ARTICLE 4
HOURS OF WORK, OVERTIME, AND PAY DAY

Section 4.1. Hours of Work. The Town's office hours are generally from 8:00 a.m. to 5:00 p.m., Monday through Friday, with one hour unpaid for lunch. 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 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. Non-exempt employees receive two ten-minute paid break periods for each full work day, one in mid-morning and one in mid-afternoon.

Section 4.2. Pay Days. Complete and accurate time cards are to be kept by all employees noting hours worked as well as vacation and sick leave taken. Pay days are twice per month, *on the 5th and based on the payroll schedule of Contra Costa County the 20th.*

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:

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.

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: The workweek on which weekly overtime calculations will be based begins each Friday at midnight; and each workday on which daily overtime calculations will be based begins at midnight.

Section 4.4. Other Types of Pay.

A. 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.

B. 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.



**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT**

RESOLUTION 2013-19

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY,
A CALIFORNIA COMMUNITY SERVICES DISTRICT,
ESTABLISHING AN UPDATED AND RESTATED TOWN OF DISCOVERY BAY EMPLOYEE
PERSONNEL MANUAL**

WHEREAS, On August 20, 2003 the Board of Directors approved and adopted an Employee Personnel Manual for the employees of the Town of Discovery Bay (TODB); and

WHEREAS, On August 18, 2004 the Manual was amended by the Board of Directors; and

WHEREAS, legal changes related to job rules, leaves of absence (FMLA/Military/Disability/etc), and a drug free workplace have been updated to maintain consistency with current laws and regulations; and

WHEREAS, the draft Manual was revised and amended to clarify a number of employee status' and employee work rules including conduct, harassment, hygiene, drug and alcohol use as well as use of TODB issued vehicles, equipment and technologies; and

WHEREAS, the proposed Employee Manual, which is attached and made a part of this Resolution, complies with current TODB policies and federal and state employment laws and regulations that are in place at the time this Resolution was approved.

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

SECTION 1. That the Employee Personnel Manual is hereby adopted and is attached and made a part of this Resolution.

SECTION 2. That this action is effective immediately.

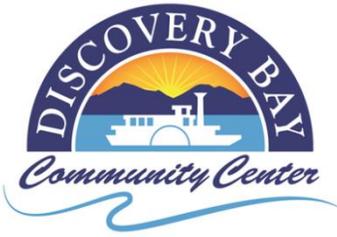
PASSED, APPROVED AND ADOPTED THIS 4th DAY OF SEPTEMBER, 2013.

Mark Simon
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on September 4, 2013, by the following vote of the Board:

AYES:
NOES:
ABSENT:
ABSTAIN:

Richard J. Howard
Board Secretary



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 MEETING
OF THE COMMUNITY CENTER COMMITTEE
OF THE TOWN OF DISCOVERY BAY
Monday, July 29, 2013
COMMUNITY CENTER MEETING 6:30 P.M.
1800 Willow Lake Road, Discovery Bay, California
Website address: www.todb.ca.gov**

**Community Center Committee Members
Kevin Graves, Chair; Chris Steele, Vice-Chair; Diane Alexander, Paul Emmett, Marianne Wiesen**

COMMUNITY CENTER MEETING 6:30 P.M.

A. ROLL CALL

Call business meeting to order – 6:30 p.m. by Chair Graves
Roll Call – All Present

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

There was one Public Comment Speaker

C. APPROVE MINUTES

1. DRAFT Minutes of previous Community Center meeting dated June 26, 2013

Motion by: Member Alexander to approve the previous minutes

Second by: Member Wiesen

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

D. Tour of Community Center Building

The Community Center Committee will take a five minute recess at this time and travel to the Community Center, 1601 Discovery Bay Boulevard for a tour of the existing facility. The Committee will re-adjoin at the Community Center once all Committee members are present and staff is prepared to continue the meeting. Once the committee has completed their tour, the Committee will then take a recess and re-adjoin to 1800 Willow Lake Road, Discovery Bay, CA.

Chair Graves – Stated that we are going to adjourn to relocate to the Discovery Bay Community Center – 6:41 p.m.

Parks and Landscape Manager Perez – Led the walk-through of the Discovery Bay Community Center. Provided details listed below:

- Landscaping drainage, ADA compliance and the costs of landscaping on the outside of the building
- Restrooms will be open during any renovations that will be done
- Landscaping repairs have been made – everything is outdated – difficult to keep from breaking

Chair Graves – Stated that the chain link fence is not correct

Parks and Landscape Manager Perez – Stated that a Notice of Non-Compliance was sent out

Discussion continued regarding items listed below:

- Pool user fees – recommended different pricing options
- Possible season pass for the pool
- Termite's and/or water damage
- Requested to see the Property Inspection Report

Chair Graves – Stated the meeting adjourned back from the Discovery Bay Community Center – 7:05 p.m.

E. NEW BUSINESS AND ACTION ITEMS

1. Community Center Operations Update

See item D – Tour of Community Center Building

2. Presentation by Architect Mark Lee – Site and Facility Architectural Design Options

Architect Mark Lee – Provided the details of item E-2. There was discussion between the Architect, Parks and Landscape Manager, and the Board.

Motion by: Vice-Chair Steele to recommend to the Board to establish a non-profit foundation to help raise funds to offset the cost of building Option 2 - \$1,849,270.00 - Discovery Bay Community Center

Second by: Member Wiesen

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

3. Schedule next Community Center Committee Meeting

Chair Graves – Stated that the next Community Center meeting will be scheduled at a future date by Staff and the meeting dated will be emailed to the Board.

F. FUTURE AGENDA ITEMS

1. Programming – Aquatics Program

2. Magic Show

3. Pumpkin Patch discussion and approval for the Discovery Bay Community Center

G. ADJOURNMENT

The meeting adjourned at 7:49 p.m. to the next Community Center Committee meeting on 1800 Willow Lake Road.

//cmc – 07.30.13

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



No Back Up
Documentation
For Agenda Item # L-2



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

September 4, 2013

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

Agenda Title

Community Center Advisory Committee Appointment of at-large Committee Member

Recommended Action

As Necessary

Executive Summary

On November 21, 2012, the Board of Directors voted to establish a Community Center Advisory Committee consisting of two Board Members and three public, at-large members. At the January 23, 2013 Board Meeting, the Board adopted Resolution 2013-02 establishing a Community Center Advisory Committee consisting of two Board Members and three public, at-large members.

Vice President Graves and Director Steele are appointed members of the Committee. As of July 16, 2013 Committee Member and now Director Wiesen also sat on the Committee. Pursuant to Resolution No. 2013-02 only 2 Board Members are allowed to sit on the Committee. Once Director Wiesen was appointed to the Board, the constitution of the Committee was in conflict with the adopting Resolution. At the Board meeting of August 21, 2013, Director Wiesen resigned her seat on the Committee.

The Community Center subcommittee consisting of Vice President Graves and Director Steele will make a recommendation regarding filling the vacancy on the Committee with a member of the public.

Fiscal Impact:

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

Previous Relevant Board Actions for This Item

January 23, 2013 establishment of the Community Center Advisory Committee.

Attachments

AGENDA ITEM: L-3



EAST CONTRA COSTA FIRE PROTECTION DISTRICT

Meeting Minutes Board of Directors Regular Meeting

Monday July 8, 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 - (6:30 P.M.)

PLEDGE OF ALLEGIANCE- (6:31 P.M.)

ROLL CALL- (6:31 P.M.) Directors Present: Bouillon, Bryant, Cooper, Kenny, Michaelson, Morgan, Smith, Young
Directors Absent: Johansen

PUBLIC COMMENTS- (6:32 P.M.)

There was one Public Speaker – Mark Whitlock

CONSENT CALENDAR – (6:34 P.M.)

- C.1** Approve minutes from May 6, 2013 Regular Board of Directors Meeting.
- C.2** Approve minutes from June 3, 2013 Regular Board of Directors Meeting

Motion by: Director Bryant to approve Consent Calendar Item C.1 & C.2

Second by: Director Smith

Vote: Motion carried 8:0

PUBLIC HEARINGS - None

DISCUSSION ITEMS

D.1 Approve a Contract with International Association of Firefighters, Local 1230 effective December 1, 2012 through September 30, 2014.
(6:35 P.M.)

Motion by: Director Smith to Approve a Contract with International Association of Firefighters, Local 1230 effective December 1, 2012 through September 30, 2014.
Second by: Director Young
Vote: Motion carried 8:0

There was (1) one Public Speaker – Gil Guerrero

D.2 Approve a Contract with Hanson Bridgett LLP to provide General Counsel
(6:45 P.M.)

Motion by: Director Young to Approve a Contract with Hanson Bridgett LLP to provide General Counsel.
Second by: Director Smith
Vote: Motion carried 8:0

There were no Public Speakers

D.3 Receive and Discuss Quote from the City of Brentwood for Administrative Services
(6:50 P.M.)

There were no Public Speakers

D.4 Discuss Requesting Quotes from Outside Agencies to Provide Fire Suppression Services.
(7:14 P.M.)

There were (3) three Public Speakers – Vince Wells, Mark Whitlock, and Citizen.

D.5 Receive and Discuss Contra Costa County Civil Grand Jury Report Number 1306, "County EMS and Fire Services: A Step in the Right Direction"
(7:36 P.M.)

There were (2) two Public Speakers – Mark Whitlock, Vince Wells

D.6 Receive Operational Update for June 2013
(7:54 P.M.)

There were no Public Speakers

D.7 Receive Update in Proposed Changes in Auto Aid Agreement with Contra Costa County Fire Protection District.

(7:57 P.M.)

There were (2) two Public Speakers – Gil Guerrero, Vince Wells

INFORMATIONAL STAFF REPORTS- (8:34 P.M.)

1. Chief Henderson provided an update from Ad-Hoc Committee for Future Staffing Models.

DIRECTORS' COMMENTS- (8:40 P.M.)

Director Bouillon – Welcomed the new counsel.

Director Kenny – Shared event information on the inaugural Whitener Memorial Golf Tournament taking place Monday, July 15, 2013.

Director Smith - Thanked all of the Fire personnel on an excellent job they are doing with the volume of calls they receive.

Director Young – Thanked all the Fire personnel on the excellent job on the vegetation fire that occurred July 1, 2013

Director Bryant - Thanked all of the Fire personnel on an excellent job they are doing with the volume of calls they receive.

INFORMATIONAL REPORTS AND REQUESTS FOR FUTURE AGENDA ITEMS FROM BOARD MEMBERS- (8:50 P.M.)

ADJOURN TO THE NEXT REGULAR BOARD MEETING SCHEDULED: August 5, 2013
(8:50 P.M.)

**Motion by: Director Young to adjourn to the next regular board meeting
scheduled: August 5, 2013**

Second by: Director Bouillon

Vote: Motion carried 8:0

CONTRA COSTA LOCAL AGENCY FORMATION COMMISSION
MINUTES OF MEETING

July 10, 2013

Board of Supervisors Chambers
Martinez, CA

August 14, 2013
Agenda Item 5

1. Chair Federal Glover called the meeting to order at 1:30 p.m.
2. The Pledge of Allegiance was recited.
3. Roll was called. A quorum was present of the following Commissioners:

City Members Rob Schroder and Don Tatzin.

County Members Federal Glover and Mary Piepho, and Alternate Candace Andersen.

Special District Members Michael McGill and Dwight Meadows, and Alternate George Schmidt.

Public Member Don Blubaugh and Alternate Sharon Burke.

Present were Executive Officer Lou Ann Texeira, Legal Counsel Sharon Anderson, and Clerk Kate Sibley.

4. Approval of the Agenda

Upon motion of Tatzin, second by Blubaugh, Commissioners unanimously adopted the agenda.

5. Public Comments

There were no public comments.

6. Approval of May 8, 2013 Meeting Minutes

Upon motion of Piepho, second by Tatzin, the minutes for the meeting on May 8, 2013 were approved, with Commissioner Blubaugh abstaining.

7. LAFCO 13-02 – Rodeo Sanitary District (RSD) Sphere of Influence (SOI) Amendments

The Executive Officer reported that there are five areas in this request to amend Rodeo Sanitary District's sphere of influence, most of which were discussed in the West County Water/Wastewater MSR. Areas 1, 2 and 3 are in the Rodeo Marina area; Area 4 is the Bayo Vista Housing Authority and it already receives sewer services from the District; and Area 5 is an area north of Viewpoint Boulevard that is already in the District's service boundary.

There were no public comments.

Upon motion of Blubaugh, second by McGill, Commissioners unanimously approved the SOI expansion for Rodeo Sanitary District to include the five designated areas, determined that the SOI updates for Areas 4 and 5 are exempt pursuant to §15061(b)(3) of the CEQA Guidelines, and certified that it reviewed and considered the information contained in the EIR and CEQA documentation for the SOI updates for Areas 1, 2, and 3.

8. LAFCO 13-05 – Central Contra Costa Sanitary District (CCCSD) and Mt. View Sanitary District (MVSD) SOI Amendments

The Executive Officer provided background on the longstanding cooperation between CCCSD and MVSD regarding the most efficient provision of services in the area where their boundaries meet. This proposal will correct boundary irregularities by removing nine parcels (18± acres) from MVSD's SOI and adding the same parcels to CCCSD's SOI. The parcels are located on Kendall Court and Northridge Road in the City of Martinez and contain six single-family residential homes, three vacant parcels, and one government owned parcel.

DRAFT

There were no public comments.

Upon motion of Tatzin, second by Piepho, Commissioners unanimously approved the amendments to the SOIs resulting in a net increase in CCCSD's SOI of 18.2± acres and a net decrease in MVSD's SOI of 18.2± acres, and determined that the SOI amendments are categorically exempt.

9. Northeast Antioch Update

The Executive Officer provided brief background on the Northeast Antioch annexation process and reported that the City held a third community meeting with residents of Area 2b. Also, on May 15, the Antioch Planning Commission considered the City's rezoning and CEQA documents, and forwarded these to the City Council for approval. The City Council will address the rezoning later in July. Additionally, on May 22, LAFCO received a letter from Jenny & Jenny, LLP representing one of the Area 2b residents. The letter contains questions regarding the LAFCO process and island annexations, and the appropriateness of the City's CEQA document. LAFCO staff has responded to this letter.

Victor Carniglia, representing the City of Antioch, reported that the City Council will hold a special meeting on July 30 to hear rezoning and related items for this project.

Commissioner McGill asked if following the three community meetings, residents now have a better understanding of the issues. Mr. Carniglia responded in the affirmative.

10. Response to Contra Costa County (CCC) Grand Jury Report No. 1303

The Executive Officer reported that in May, LAFCO received Grand Jury report #1303 titled "*The Role of LAFCO: Is the Commission Realizing its Full Potential?*" This report is specific to Contra Costa LAFCO, and looks at LAFCO's role and authority, and specifically, MSRs and outcomes.

LAFCO staff has drafted a response that addresses the seven findings and eight recommendations and provides some additional background information.

Commissioner Tatzin suggested adding to the response to Finding 2 information about the Commissioners' strategic planning workshop held in April, emphasizing Commissioners' commitment to more actively communicate with the public regarding MSR reports and responses.

Commissioner Meadows suggested that the Grand Jury take a more positive approach and acknowledge and recognize some of the good work being done by local agencies and LAFCO. As an example, he referenced the recent Mt. Diablo Health Care District reorganization and the positive outcomes.

Commissioners Schroder and Blubaugh suggested that the response to Finding 5 emphasize that the second-round MSRs will follow up on findings made in initial MSRs.

Following further commentary, Commissioner Tatzin suggested that the response to Recommendation 5 add emphasis to the phrase "... is not warranted and *is not* reasonable."

Upon motion of Blubaugh, second by Piepho, Commissioners unanimously approved, as amended, the response to Grand Jury Report No. 1303, and directed LAFCO staff to forward the response prior to July 30, 2013.

11. Response to CCC Grand Jury Report No. 1306

The Executive Officer presented Grand Jury report #1306 titled "*County EMS and Fire Services: A Step in the Right Direction.*" This report looks at the County's efforts to study alternative EMS and fire service delivery model, and the potential for LAFCO to prepare a second round MSR covering these services following release of the County reports. The County, LAFCO and the 10 fire services providers are required to respond to this report.

LAFCO staff has drafted a response that addresses the two findings and two recommendations relative to LAFCO.

Commissioner Blubaugh suggested that the response to Recommendation 2 include that LAFCO has expressed an interest in conducting a fire and EMS MSR in FY 2014-15.

Upon motion of Blubaugh, second by Piepho, Commissioners unanimously approved, as amended, the response to Grand Jury Report No. 1306, and directed LAFCO staff to forward the response prior to August 29, 2013.

12. Response to CCC Grand Jury Report No. 1311

The Executive Officer presented Grand Jury Report #1311 titled "*Assessing Fiscal Risk" Who's Minding the Store?*", which reviews the practices of the County and various cities and districts relating to fiscal audits, internal controls and grant compliance. The County, LAFCO, the Contra Costa County Office of Education, all 19 cities, 18 school districts, one college district and three special districts are required to respond to this report.

LAFCO staff has drafted a response that addresses the eight findings and three recommendations relative to LAFCO.

Commissioners Piepho and Tatzin suggested that, for the response to Recommendation 2, a second paragraph be added that indicates LAFCO has no direct authority or responsibility over the financial management activities of local agencies, and that it has no authority over school districts.

Upon motion of Tatzin, second by Blubaugh, Commissioners unanimously approved, as amended, the response to Grand Jury Report No. 1311, and directed LAFCO staff to forward the response prior to September 4, 2013.

13. Professional Services Contract – Second-Round Water/Wastewater Municipal Services Review

The Executive Officer reported that preparation for the Second-Round Water/Wastewater MSR is proceeding. In May a Request for Proposals was released, and resulted in four proposals. A screening committee comprising executive staff from Solano, Sonoma, and Contra Costa LAFCOs interviewed all four firms. The committee unanimously selected GST Consulting. The GST team of three includes Gary Thompson, who worked with this LAFCO on the Alamo incorporation; Harry Ehrlich who works on contract with San Diego LAFCO, serves as co-chair of the CALAFCO Leg Committee, and is involved in CSDA; and Bob Aldrich, who served as Deputy EO of Orange LAFCO for over 10 years. Between the three, they have over 80 years of LAFCO experience and have prepared nearly 100 MSRs—and they were the lowest bidder.

Upon motion of Piepho, second by Tatzin, Commissioners unanimously authorized staff to execute a contract with GST Consulting to prepare a countywide Second-Round Water/Wastewater MSR/SOI Updates for the term of August 1, 2013 through July 31, 2014 in an amount not to exceed \$62,240.

14. Special District Risk Management Authority (SDRMA) Board Election

The Executive Officer reported that the SDRMA, which is a joint powers agency providing risk management services to over 900 public agencies including special districts, municipalities, and LAFCOs, including Contra Costa LAFCO, has announced the candidates for the four director seats available in the SDRMA Board of Directors election.

Ballots must be cast by August 27, 2013.

Upon motion of Piepho, second by McGill, Commissioners unanimously reinstated the 2012 nominee review committee of Commissioners Burke and Schroder and directed them to bring their recommendations to the August 14 LAFCO meeting.

15. Resolution Commemorating the 50th Anniversary of LAFCOs

The Executive Officer presented a draft resolution commemorating the 50th anniversary of LAFCOs. There will be a special area at the annual conference where resolutions will be displayed.

Upon motion of Meadows, second by Tatzin, Commissioners unanimously adopted the resolution to be displayed at the 2013 annual CALAFCO Conference.

16. Correspondence from CCCERA

There were no comments.

17. Commissioner Comments and Announcements

Following comments by Commissioner Meadows there was brief discussion regarding finding ways to help the Grand Jury better understand LAFCO's role.

Commissioners announced that their nominations for Outstanding Executive Officer (Texeira) and Outstanding Clerk (Sibley) have been submitted.

Commissioner McGill announced that he will be attending the CALAFCO Board meeting on July 12, and participating in the CALAFCO Legislative Committee conference call on July 26.

18. Staff Announcements and Pending Projects

The Executive Officer announced that the nomination of the Mt. Diablo Health Care District Reorganization was also submitted for an award in one of three categories (Most Effective Commission, Project of the Year, or Government Leadership).

Staff reported that AB 473, which would eliminate the sunset date on legislation covering island annexations, is moving smoothly through the process and should pass.

The meeting was adjourned at 2:17 p.m.

Final Minutes Approved by the Commission August 14, 2013.

AYES:

NOES:

ABSTAIN:

ABSENT:

By _____
Executive Officer