



# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

President - Kevin Graves • Vice-President - Chris Steele • Director - Brian Dawson • Director - Mark Simon • Director - Ray Tetreault

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**NOTICE OF THE REGULAR MEETING OF  
THE BOARD OF DIRECTORS OF THE  
TOWN OF DISCOVERY BAY CSD  
Wednesday November 2, 2011  
REGULAR MEETING 7:00 P.M.  
1800 Willow Lake Road, Discovery Bay, California  
Website address: [www.todb.ca.gov](http://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)**

The public may address the Board on any issue in the District's jurisdiction, which is not on the agenda. The public may comment on any item on the agenda at the time that item is taken up. 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. 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

**D. 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*

**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. Minutes of previous regular meeting dated October 19, 2011
2. District Invoices
3. District Financials
4. Annual "State of the Town" Chamber of Commerce Event for 2012

**F. NEW BUSINESS AND ACTION ITEMS**

1. Adopt Resolution 2011-21 adopting changes to the Town of Discovery Bay Bylaws; and Adopt Resolution 2011-22 adopting changes to the Town of Discovery Bay Board Policy
2. Response to Contra Costa County Civil Grand Jury Report 1003
3. Agency Comment Request – Land Use Permit Application – Metro PCS/Discovery Bay Yacht Harbor
4. Design Services for Slifer Park Improvement Project – Phase I
5. Groundwater Level Monitoring and Reporting Services

**G. PRESIDENT REPORT AND DIRECTORS' COMMENTS**

**H. MANAGER'S REPORT**

1. Wetlands Update

**I. GENERAL MANAGER'S REPORT**

1. Medical Benefits and Possible Action

**J. DISTRICT LEGAL COUNSEL REPORT**

**K. COMMITTEE UPDATES**

1. Request from the Community Center Committee to seek Board consideration and possible action of Athletic Club site (APN 008-200-014 and 008-200-011) as a potential Community Center location
2. Minutes approved for the Town of Discovery Bay CSD Regular Meeting of the Communications Committee dated September 21, 2011
3. Minutes approved for the Town of Discovery Bay CSD Regular Meeting of the Community Center Committee dated September 22, 2011

**L. CORRESPONDENCE – Discussion and Possible Action**

1. S – Letter to Gary Kupp with the Contra Costa County Department of Conservation and Development regarding County File Number LP11-2074 (AT&T) dated October 20, 2011
2. R – Letter from Contra Costa County Board of Supervisors regarding the Request to Extend Water Hyacinth Control BO to November 30, 2011

**M. PUBLIC RECORD REQUESTS RECEIVED**

1. Request from William Richardson – Director Brian Dawson – Request date October 11, 2011
2. Request from William Richardson – Demand to Cures – Request date October 14, 2011
3. Request from Don Flint – Audio Recordings of Committee Meetings – Request date October 19, 2011
4. Request from Don Flint – Bylaws & Policies Resolutions – Request date October 20, 2011

**N. FUTURE AGENDA ITEMS**

**O. ADJOURNMENT**

1. Adjourn to the next regular meeting on November 16, 2011 at 1800 Willow Lake Rd – Located in back of Delta Community Presbyterian Church.

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

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





# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

President - Kevin Graves • Vice-President - Chris Steele • Director - Brian Dawson • Director - Mark Simon • Director - Ray Tetreault

MINUTES OF THE REGULAR MEETING  
OF THE BOARD OF DIRECTORS OF THE  
TOWN OF DISCOVERY BAY CSD  
Wednesday October 19, 2011  
REGULAR MEETING 7:00 P.M.  
1800 Willow Lake Road, Discovery Bay, California  
Website address: [www.todb.ca.gov](http://www.todb.ca.gov)

## REGULAR MEETING 7:00 P.M.

### A. ROLL CALL AND PLEDGE OF ALLEGIANCE

The business meeting was called to order 7:00 p.m. President Graves led in the Pledge of Allegiance. Roll call was taken and all Directors were present.

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

**Resident Mark Doran** – Commented on the subject of Board Member conduct.

**Resident Michael Greggans** – Commented on the need of a street light and a crosswalk at the intersection of Discovery Bay Boulevard and Clipper Drive. Also, commented on the Rental Inspection Program and the future Dog Park,

**Resident Don Flint** – Thanked President Graves for calling him and talking about decorum. Also, commented on the Community Center and Communications meetings being recorded and one (1) of the Board Members conduct.

**President Graves** – Stated that item D – PRESIDENT REPORT AND DIRECTORS' COMMENTS – number (1) appointment of Vice-President has been moved to this location.

**Director Dawson** – Nominated Director Steele for Vice-President

**Director Simon** – Nominated Director Tetreault for Vice-President

**Resident Don Flint** – Commented on Item D:1 – Appointment: Vice-President (Vacant) – On the process of voting

**Nomination by Director Dawson** – Director Steele as Vice-President carried by the following vote: AYES: 3 – President Graves, Director Dawson, and Director Steele; NOES: 1 – Director Tetreault, ABSTAIN: 1 – Director Simon

**President Graves** – Presented Certificate to Veolia Plant Manager, Gerald Smart, who is moving on to a new position within Veolia at their Gresham, OR operation

### C. PRESENTATIONS

#### 1. County Department of Emergency Services

**General Manager Howard** – Introduced Rick Kovar, the Emergency Services Manager

**Rick Kovar Emergency Services Manager** – Provided information in regards to Office of Emergency Services (OES) and the four (4) parts to the program, Preparedness, Mitigation, Response, and Recovery.

There was discussion between the Board, the Emergency Services Manager and the Public. Resident William Richardson and Resident Amanda Dove Commented on Item C.

### D. PRESIDENT REPORT AND DIRECTORS' COMMENTS

#### 1. Appointment: Vice-President (Vacant)

Item one (1) has been addressed above

**Director Tetreault** – Provided details of the Community Center meeting that was held on Tuesday, October 18, 2011



**Vice-President Steelé** – Reminder of the meeting for the Byron Union School District that he will be attending, Thursday, October 20, 2011.

**President Graves** – Provided the details of the Communications Committee meeting that was held on Wednesday, October 19, 2011.

**President Graves** – Provided his report and stated that he and General Manager Howard attended the 2011 CSDA Annual Conference & Exhibitor Showcase on October 10, 2011 through October 13, 2011.

**Resident Don Flint** – Commented on recording the Community Center and Communications meetings.

#### **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. Minutes of previous Special meeting dated October 5, 2011
2. Minutes of previous Regular meeting dated October 5, 2011
3. District Invoices
4. Capacity Fee Charge Report for Fiscal Year 2010-2011

**General Manager Howard** – Stated he would like to pull Item two (2) from the Consent Calendar

**Motion made** – by Director Dawson to accept the Consent Calendar minus item number two (2) and seconded by Director Tetreault. Motion carried by the following vote: AYES: 5, NOES: 0

**General Manager Howard** – Stated that the minutes were amended to reflect the Public participation. Resident Don Flint commented on Item two (2)

**Motion made** – by Director Dawson to accept item two (2) as amended and seconded by Director Tetreault. Motion carried by the following vote: AYES: 5, NOES: 0

#### **F. NEW BUSINESS AND ACTION ITEMS**

1. **Adopt Resolution 2011-21 adopting changes to the Town of Discovery Bay Bylaws; and Adopt Resolution 2011-22 adopting changes to the Town of Discovery Bay Board Policy**

**General Manager Howard** – Stated that Item F-1 is adopting changes to the Bylaws and the Town of Discovery Bay Board Policy.

There was a discussion between the General Manager, Legal Counsel, the Board, and the Public. Resident Jeff Barber, Resident Michael Greggans, Resident Don Flint, Resident Gail Fritschle, and Resident Pat Richardson commented on Item F-1. The Board recommended that the Bylaws and the Board Policy be brought back with the suggested changes.

2. **Award of contract for annual Tree Maintenance RFP 11-03 to Cleary Bros.**

**Parks and Landscaping Manger Perez** – Provided the details of Item F-2 for the contract for annual Tree Maintenance  
**Motion made** – by Director Tetreault to accept the lowest bidder of Cleary Bros for \$18,176.00 and seconded by Director Dawson. Motion carried by the following vote: AYES: 5, NOES: 0

3. **Agency Comment Request – Land Use Permit Application – AT&T Cellular/Presbyterian Church of San Francisco (1900 Willow Lake Road, Discovery Bay, CA)**

**General Manager Howard** – Introduced the representative from AT&T

**Liz Zaninouch** – Provided the details of the project.

There was a discussion between the General Manager, the Board, and the Public. Resident Michael Greggans and Jeff Barber commented on Item F-3. The Board will move forward with no negative comment and Staff will draft a letter indicating that

**Motion made** – by Director Dawson to respond to the County with no negative comment and seconded by Director Tetreault. Motion carried by the following vote: AYES: 5, NOES: 0

#### **G. VEOLIA REPORT**

**Project Manager Berney Sadler** – Provided the details of the September 2011 Monthly Operations Report. There was a discussion between the General Manager, the Board and the Public. Resident Don Flint commented on Item G.

#### **H. MANAGER'S REPORTS**

None

#### **I. GENERAL MANAGER'S REPORT**

**General Manager Howard** – Updated the Board on the recently purchased and installed Chopper Pump and that the Wastewater Master Plan has been posted to the District's Website. General Manager Howard would like to schedule a Workshop for November 9, 2011 at 6:30 p.m. Also, the vehicle that has been ordered should be received late this week or early next week.

President Graves stated to move forward with scheduling the Workshop for November 9, 2011 at 6:30 p.m.



**J. DISTRICT LEGAL COUNSEL REPORT**

**1. Medical Benefit Coverage**

**Legal Counsel Dan Schroeder** – Provided the details of Item J-1. There was a discussion between the General Manager, Legal Counsel, the Board, and the Public. Resident Jeff Barber, Michael Greggans, Don Flint, Gail Fritschle, and Mark Doran commented on Item J-1.

**Director Tetreault** – Commented he felt Item J-1 was handled wrong and that it should have been mentioned that the Board of Directors were included. He further commented that he was participating in coverage at \$40.00 a month to cover what is lacking from other insurance because it was available.

**K. COMMITTEE UPDATES**

None

**L. CORRESPONDENCE-Discussion and Possible Action**

1. R – East Contra Costa Fire Protection District Minutes for September 12, 2011
2. R – Contra Costa County Aviation Advisory Committee Minutes for July 14, 2011
3. R – Letter from Supervisor Piepho to Senator Mark DeSaulnier regarding re-establishing the Safety Enhancement Double Fine Zone on Vasco Road dated October 5, 2011
4. R – Letter from Supervisor Piepho to President Graves regarding the Board Order California Department of Boating and Waterways Vessel Turn-In Program Grant dated October 5, 2011
5. R – Letter from Supervisor Piepho to Superintendent Ken Jacopetti regarding the Board Order Amendment #28-333-1 with Byron Union School District dated October 5, 2011
6. R – Transplan Committee Meeting Minutes for September 8, 2011
7. R – State Route 4 Bypass Authority Minutes for August 11, 2011
8. R – State Route 4 Bypass Authority Minutes for September 8, 2011

**M. PUBLIC RECORD REQUESTS RECEIVED**

1. Request from William Richardson - Who Can Speak for CSD, When, Etc.? → Request date October 3, 2011
2. Request from Jeff Baber – Request re: Medical Benefits → Request date October 4, 2011
3. Request from David Lennon – Water Use Records for Non Residential Water Meters – Request date October 4, 2011

**N. FUTURE AGENDA ITEMS**

**President Graves** – Agenda's consistent with the Brown Act

**Director Tetreault** – Athletic Club - Community Center site and what types – Stand alone Community Center or would include offices for District Staff

Resident Jeff Barber and Don Flint made suggestions for Future Agenda Items

**President Graves** – Stated that there are no other items

**N. ADJOURNMENT**

**Motion made** – by Director Dawson to adjourn the Regular meeting and seconded by Director Simon. Motion carried by the following vote: AYES: 5, NOES: 0

The meeting adjourned at 9:03 p.m. to next Regular meeting of November 2, 2011 starting at 7:00pm at 1800 Willow Lake Road-Located in back of the Delta Community Presbyterian Church.

For the Audio of this meeting please visit our Website at  
<http://www.todb.ca.gov/content/2011-agendas-and-minutes/>

//cmc.10.27.11



# Town of Discovery Bay

"A Community Services District"  
**AGENDA REPORT**

Meeting Date

November 2, 2011

**Prepared By:** Liz Hardy, Sr. Accounts Clerk  
**Submitted By:** Rick Howard, General Manager *RH*

### Agenda Title

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** \$172,892.03

**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 2011/2012  
Town of Discovery Bay CSD Operating Budget 2011/2012 and Capital Budget 2011/2012  
Request For Authorization to Pay Invoices for the Discovery Bay Lighting & Landscape District # 8 2011/2012  
Discovery Bay Lighting & Landscape District # 8 Operating and Capital Budgets 2011/2012  
Request For Authorization to Pay Invoices for the Discovery Bay Lighting & Landscape District # 9 2011/2012  
Discovery Bay Lighting & Landscape District # 9 Operating Budget 2011/2012

AGENDA ITEM: E-2



Request For Authorization To Pay Invoices (RFA)  
 For the Meeting on November 2, 2011  
 Town of Discovery Bay CSD  
 For Fiscal Year's 7/11 - 6/12

Acct Code						
1	7001	Accountemps	Inv# 34158654, dtd 10/17/11	Temp: Accounting	w/e 10/14/11	\$621.94
2	7011	RellaStar	Inv#JR52 457(b)	Benefits for 11/01-11/15/11		\$1,078.05
	7024	RellaStar	Inv#JR52 457(b)	Benefits for 11/01-11/15/11		\$288.49
					Sub-Total	\$1,366.54
3	7011	SDRMA	Inv#0008786-IN, dtd 11/1/11	Employee Benefits for Nov 2011		\$641.95
	7024	SDRMA	Inv#0008786-IN, dtd 11/1/11	Employee Benefits for Nov 2011		\$78.59
					Sub-Total	\$720.54
4	7101	Brian Dawson	Expense Report for October 2011			\$300.00
5	7101	Kevin Graves	Expense Report for October 2011			\$600.00
	7102	Kevin Graves	Expense Report for October 2011			\$112.27
					Sub-Total	\$712.27
6	7101	Mark Simon	Expense Report for September 2011			\$300.00
7	7101	Mark Simon	Expense Report for October 2011			\$300.00
					Sub-Total	\$600.00
8	7101	Chris Steele	Expense Report for October 2011			\$600.00
9	7101	Ray Tetreault	Expense Report for October 2011			\$400.00
10	7205	Neumiller & Beardslee	Inv# 243996, dtd 10/17/11	Services thru 09/30/11		\$7,281.14
11	7205	Neumiller & Beardslee	Inv# 243997, dtd 10/17/11	Services thru 09/30/11		\$1,290.44
					Sub-Total	\$8,571.58
12	7215	Stantec	Inv# 531475, dtd 10/17/11	WWTP Master Plan		\$13,510.25
13	7215	Datamatic, Ltd	Inv# CA-0000021568, dtd 10/20/11	Annual Maintenance 7/1/11 - 6/30/12		\$1,915.37
14	7215	Luhdorff & Scalmanini	Inv# 27239, dtd 9/30/11	DBCSD Water Master Plan		\$7,795.73
15	7210	Luhdorff & Scalmanini	Inv# 27241, dtd 9/30/11	Gen. Services 2011 - Filters A & B Testing		\$3,401.00
16	7215	Luhdorff & Scalmanini	Inv# 27245, dtd 9/30/11	Well Efficiency Testing 2011		\$6,997.50
					Sub-Total	\$18,194.23
17	7301	American Retrofit Systems	Inv#150, dtd 10/19/11	L Only - Float switch headworks (WWTP1)		\$200.00
18	7301	American Retrofit Systems	Inv#151, dtd 10/19/11	L Only - Check LS/G transducer		\$200.00
19	7301	American Retrofit Systems	Inv#152, dtd 10/21/11	L Only - VFD for Booster p3		\$200.00
					Sub-Total	\$600.00
20	7301	Conco-West, Inc.	Inv# 221, dtd 10/12/11	Water Service Repair		\$2,989.18
21	7305	UPS	Inv# 000012X417431, dtd 10/22/11			\$28.94
	7420	UPS	Inv# 000012X417431, dtd 10/22/11			\$15.53
					Sub-Total	\$44.47
22	7330	Ashland	Inv# 95634295, dtd 10/17/11	Chemicals for WWTP		\$3,939.11
23	7330	Univar	Inv# SJ248582, dtd 10/03/11	Chemicals 1800 Willow Lake Drive		\$1,594.75
24	7330	Univar	Inv# SJ248583, dtd 10/03/11	Chemicals 1800 Newport Road		\$937.00
					Sub-Total	\$2,531.75
25	7420	Mail Finance	Inv# N2851094, dtd 10/18/11	Lease for postage Machine 19-Nov-		\$69.53
26	7420	Neopost	Closing Date 10/07/11 Acct# xxxx xxxx xxxx 4658			\$100.00
27	7430	Office Depot	Inv# 579500228001, dtd 09/16/11	Office Supplies		\$1.83
28	7430	Office Depot	Inv# 582160973001, dtd 10/07/11	Office Supplies		\$11.68
29	7430	Office Depot	Inv# 583076420001, dtd 10/14/11	Office Supplies		\$118.45
30	7430	Office Depot	Inv# 583076494001, dtd 10/14/11	Office Supplies		\$44.43
31	7430	Office Depot	Inv# 583076495001, dtd 10/14/11	Office Supplies		\$5.44
32	7430	Office Depot	Inv# 583076496001, dtd 10/18/11	Office Supplies		\$30.20
33	7430	Office Depot	Inv# 583076497001, dtd 10/17/11	Office Supplies		\$35.67
34	7430	Office Depot	Inv# 583076499001, dtd 10/17/11	Office Supplies		\$73.82
35	7430	Office Depot	Inv# 583889517001, dtd 10/21/11	Office Supplies		\$120.95
36	7670	Office Depot	Inv# 582160972001, dtd 10/10/11	Office Supplies		\$51.91
					Sub-Total	\$494.38

Request For Authorization To Pay Invoices (RFA)  
 For the Meeting on November 2, 2011  
 Town of Discovery Bay CSD  
 For Fiscal Year's 7/11 - 6/12

<u>Acct Code</u>				
37	7430	Upper Case Printing, Ink Inv# 5343, dtd 10/13/11	Form Printing	\$65.86
38	7460	CSDA ID# 5678	Membership Dues for 2012	\$4,257.00
39	7490	Rick Howard	Expense Report for October 2011	\$6.00
40	7510	AMS.Net Inv# 126799, dtd 10/12/11	Camera Service	\$75.00
41	7510	Big Dog Computer Inv# 20090930-18, dtd 10/18/11		\$765.00
<u>WATER</u>				
42	7535	PG&E / Acct# 2943721807-5	Newport WTP	9/14-10/11/11 \$13,486.77
43	7535	PG&E / Acct# 2990602600-9	Willow Lake WTP	9/10-10/10/11 \$8,935.09
44	7535	PG&E / Acct# 3349549227-5	Well #3 DB Blvd & Edgeview	9/10-10/11/11 \$21.89
45	7535	PG&E / Acct# 6760524303-8	Irr. Controller (Newport @ Well 4A)	9/13-10/11/11 \$16.47
46	7535	PG&E / Acct# 7068319849-6	Well #5	9/10-10/09/11 \$2,586.11
47	7535	PG&E / Acct# 8609981202-5	Well #1 (Gas)	9/10-10/10/11 \$19.16
48	7535	PG&E / Acct# 8651647866-5	Well #1	9/10-10/10/11 \$7,436.87
				<b>Sub-Total</b> \$32,502.36
<u>SEWER</u>				
49	7537	PG&E / Acct# 0631986334-3	Newport Lift Station	9/14-10/11/11 \$3,042.95
50	7537	PG&E / Acct# 2068717691-5	Pump Station G	09/13-10/11/11 \$29.31
51	7537	PG&E / Acct# 2172798825-1	Pump Station R	09/13-10/11/11 \$47.28
52	7537	PG&E / Acct# 2527523613-8	Pump Station S	09/14-10/12/11 \$552.58
53	7537	PG&E / Acct# 3016215915-3	Pump Station F	09/09-10/09/11 \$649.41
54	7537	PG&E / Acct# 3101013157-6	Lakes 4 Lift Station	09/10-10/10/11 \$128.64
55	7537	PG&E / Acct# 3497478293-9	Lakeshore Lift Station	09/09-10/09/11 \$639.34
56	7537	PG&E / Acct# 3881134135-3	WWTP #1	09/13-10/11/11 \$8,704.15
57	7537	PG&E / Acct# 4193709211-6	Pump Station C	09/14-10/11/11 \$56.84
58	7537	PG&E / Acct# 4201000159-4	Golf Course Valve Station	09/14-10/12/11 \$136.31
59	7537	PG&E / Acct# 4225081240-3	Disc WWTP & Pump Station W	09/13-10/11/11 \$29.60
60	7537	PG&E / Acct# 4516230421-1	Pump Station H	09/10-10/10/11 \$18.25
61	7537	PG&E / Acct# 7234986505-4	Pump Station J	09/10-10/10/11 \$256.72
62	7537	PG&E / Acct# 7312115758-7	SS/HWY 4 E/Disco Bay Blvd W/O Bridge	09/13-10/11/11 \$21,803.81
63	7537	PG&E / Acct# 7630923070-4	Pump Station E	09/09-10/09/11 331.67
64	7537	PG&E / Acct# 8343916134-6	Fern Ridge Circle/Hofmann	09/08-10/06/11 \$818.29
65	7537	PG&E / Acct# 8440119997-5	Knightsen School Pump Station	09/10-10/10/11 \$33.64
				<b>Sub-Total</b> \$37,278.79
66	7630	Brut Janitorial Inv# 111, dtd 10/25/11	Monthly contract for November 2011	\$250.00
	7952	Brut Janitorial Inv# 111, dtd 10/25/11	Monthly contract for November 2011	***reimb. from Z# 8*** \$360.00
	7952	Brut Janitorial Inv# 111, dtd 10/25/11	Monthly contract for November 2011	***reimb. from Z# 61** \$25.00
	7952	Brut Janitorial Inv# 111, dtd 10/25/11	Monthly contract for November 2011	***reimb. from Z# 57*** \$25.00
	7952	Brut Janitorial Inv# 111, dtd 10/25/11	Monthly contract for November 2011	***reimb. from Z# 9*** \$25.00
				<b>Sub-Total</b> \$685.00
67	7630	Cleary Bros. Inv# i-80573, dtd 9/26/11	Palm Tree Trimming	\$780.00
68	7630	Delta Fence Co. Inv# 22985, dtd 10/19/11	Concrete for DB Blvd. Office entrance	\$142.89
69	7952	Ross Recreation Equip. Inv# 90655, dtd 10/17/11	Slifer Park Parts	***reimb. from Z# 61** \$649.92
70	7950	Shred-It Inv#7576179209, dtd 10/20/11	On-site shredding	\$54.20
71	7952	DB Yacht Club	Rental for Vendor Appreciation Lunch 12/09/11	\$500.00
				<b>Total TODB</b> \$136,043.16
<u>Caselle Utility Account</u>				
1	7951	Refund of Overpayment on Acct# 1-011-370-011-6.01		\$15.43
2	7951	Refund of Overpayment on Acct# 1-011-421-008-1.02		\$12.85
				<b>Caselle Utility Total</b> \$28.28
				<b>TODB GRAND TOTAL</b> \$136,071.44



Obj #	TOWN OF DISCOVERY BAY CSD O&M BUDGET - FISCAL YEAR 2011-12 APPROVED 6/15/11 Account Description	2011/2012 Approved Budget	Pending Approval 11/2/2011	2011/2012 YTD REIMB.	2011/2012 YTD Actuals	2011/2012 Remainder of Budget YTD
	<b>Salary &amp; Wages</b>					
7001	Salary & Wages	\$531,551	\$622		\$9,694	\$521,857
7005	Overtime	\$5,000			\$0	\$5,000
7007	Auto Allowance	\$4,200			\$118	\$4,082
7010	Payroll Taxes	\$53,655			\$0	\$53,655
7011	Group Insurance (Partial EE Reimb)	\$44,400	\$1,720		\$16,739	\$27,661
7021	Landscape Related Salary & Wages (Reimb)	\$157,737			\$0	\$157,737
7022	Landscape Related Overtime (Reimb)	\$3,000			\$0	\$3,000
7023	Landscape Related Payroll Taxes (Reimb)	\$16,073			\$0	\$16,073
7024	Landscape Related Group Ins (Partial EE Reimb)	\$23,600	\$367		\$4,442	\$19,158
7030	Worker's Comp	\$8,000			\$7,148	\$852
	<b>Sub-Total</b>	<b>\$847,216</b>	<b>\$2,709</b>	<b>\$0</b>	<b>\$38,142</b>	<b>\$809,074</b>
	<b>Board of Directors</b>					
7101	Compensation	\$36,000	\$2,500		\$6,500	\$29,500
7102	Travel & Training	\$2,500	\$112		\$376	\$2,124
	<b>Sub-Total</b>	<b>\$38,500</b>	<b>\$2,612</b>	<b>\$0</b>	<b>\$6,876</b>	<b>\$31,624</b>
	<b>Contractual Services</b>					
7205	Legal Services	\$80,000	\$8,572		\$11,178	\$68,822
7210	Consulting Services *	\$210,000	\$3,401		\$102,278	\$107,722
7215	Water & Wastewater Services Contract	\$1,148,000	\$30,219		\$380,890	\$767,110
7220	Liability Insurance	\$50,000			\$53,911	(\$3,911)
7225	Accounting Financial Services	\$30,000			\$24,700	\$5,300
	<b>Sub-Total</b>	<b>\$1,518,000</b>	<b>\$42,191</b>	<b>\$0</b>	<b>\$572,958</b>	<b>\$945,042</b>
	<b>Operations &amp; Maintenance</b>					
7301	General Repairs - Water/Sewer	\$550,000	\$3,589		\$140,175	\$409,825
7305	General Repairs - Pumps	\$100,000	\$29		\$4,408	\$95,592
7310	NTR/SIP Testing - RWQCB	\$5,000			\$0	\$5,000
7312	Preventive & Corrective Fund	\$107,000			\$3,781	\$103,219
7330	Chemicals/Odor Supplies	\$100,000	\$6,471		\$23,643	\$76,358
7385	NPDES NOV Fines (s)	\$25,000			\$0	\$25,000
7410	Copier Maintenance	\$4,500			\$1,505	\$2,995
7414	Outsource of Water Billing	\$15,000			\$4,084	\$10,916
7420	Postage	\$2,500	\$185		\$577	\$1,923
7430	Office Supplies	\$8,000	\$508		\$2,334	\$5,666
7440	Public Communications & Noticing	\$5,000			\$242	\$4,758
7450	Election Expenses	\$0			\$0	\$0
7460	Memberships	\$17,500	\$4,257		\$3,549	\$13,951
7470	Rent - Public Meetings	\$500			\$0	\$500
7480	Permits	\$40,000			\$6,028	\$33,972
7490	Travel & Training	\$3,000	\$6		\$356	\$2,644
7510	Info Systems Maintenance	\$2,500	\$840		\$2,905	(\$405)
7520	Cellular Communications/Data	\$6,500			\$5,024	\$1,476
7535	Electrical Cost (water)	\$335,000	\$32,502		\$65,596	\$269,404
7537	Electrical Cost (sewer)	\$370,000	\$37,279		\$144,862	\$225,138
7550	Telephone	\$4,800			\$40,746	(\$35,946)
7620	Special Equipment	\$3,000			\$113	\$2,887
7630	Facility Maintenance/Landscape	\$15,000	\$1,173		\$7,539	\$7,461
7665	Office Buildings/Improvements	\$10,000			\$9,535	\$465
7670	Office Equipment/Software	\$30,000	\$52		\$11,984	\$18,016
7680	Office Furnishings	\$1,000			\$370	\$630
7685	Miscellaneous Small Tools	\$3,500			\$1,551	\$1,949
7690	Equipment Maintenance/Fuel	\$20,000			\$6,997	\$13,003
7925	Miscellaneous Bank Charges	\$500			\$0	\$500
7950	Miscellaneous Services & Supplies	\$2,500	\$54		\$14,582	(\$12,082)
7951	Miscellaneous Reimbursable	\$1,000	\$28		\$163	\$837
7952	Landscape Related Reimbursables	\$200,000	\$1,585		\$37,184	\$162,816
7970	Unrecoverable Charges	\$5,000			\$0	\$5,000
7990	G.F. Expenditures	\$0			\$0	\$0
	<b>Sub-Total</b>	<b>\$1,993,300</b>	<b>\$88,559</b>	<b>\$0</b>	<b>\$539,834</b>	<b>\$1,453,466</b>
	<b>Inter-Governmental Charges</b>					
7805	Revenue Collection	\$6,000			\$0	\$6,000
7810-0810	Investment Fee	\$200			\$0	\$200
7815-2315	Data Processing/Payroll Wire Transfer Fees	\$480			\$0	\$480
7820	Accounting (A/P, A/R, GL)	\$2,000			\$0	\$2,000
7825	Public Works - Permits	\$10,000			\$3,768	\$6,232
7850	Property Taxes	\$10,000			\$0	\$10,000
	<b>Sub-Total</b>	<b>\$28,680</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,768</b>	<b>\$24,912</b>
	<b>TOTAL O&amp;M Budget</b>	<b>\$4,425,696</b>	<b>\$136,071</b>	<b>\$0</b>	<b>\$1,161,578</b>	<b>\$3,264,118</b>



Request For Authorization To Pay Invoices (RFA)  
 For the Meeting on November 2, 2011  
 Town of Discovery Bay, D.Bay L&L Park #8  
 For Fiscal Year's 7/11 - 6/12

Acct Code				
1	2120	PG&E / Acct# 0869258994-1 (Sprink Contr) DB Blvd. & Willow Lake	09/10-10/10/11	\$17.06
2	2120	PG&E / Acct# 2068897992-9 DB Blvd across from 510	09/13-10/11/11	\$156.25
3	2120	PG&E / Acct# 2249446019-3 (Sprinkler) Disco Point, Tr #4077, Lot 71	09/10-10/10/11	\$17.85
4	2120	PG&E / Acct# 2800977208-9 (Irri Contr) 9295Beacon Pl @ Str Lite	09/13-10/11/11	\$17.46
5	2120	PG&E / Acct# 3736907925-8 (Sprink Contr) E/S Edgview Dr N/O DB Blvd	09/10-10/10/11	\$17.06
6	2120	PG&E / Acct# 4111412785-9 (Sprink Contr) DB Blvd & Seal Way	09/10-10/10/11	\$17.06
7	2120	PG&E / Acct# 4455555569-5 (Sprinkler) Disco Point, Tr #3653, Lot 17	09/10-10/10/11	\$17.85
8	2120	PG&E / Acct# 5465914049-2 (Sprinkler) DB Blvd. & Spinnaker	09/10-10/10/11	\$17.06
9	2120	PG&E / Acct# 5939734421-5 PG&E Owned Street & Highway Lighting	09/17-10/17/11	\$6,422.39
10	2120	PG&E / Acct# 7135420365-6 (Sprinkler) Disco Point, Tr# 4077, Lot 65	09/10-10/10/11	\$17.85
11	2120	PG&E / Acct# 7452568975-3 (Sprink Contr) S/E cnr DB Blvd & Willow Lk	09/10-10/10/11	\$17.06
12	2120	PG&E / Acct# 7696548482-7 (Sprinkler) DB Blvd, Tr# 4178, Lot 5	09/10-10/10/11	\$17.85
13	2120	PG&E / Acct# 8009270258-0 @ Clipper Dr w/o Cove Ct 7723 Marina Dr	09/10-10/10/11	\$34.12
14	2120	PG&E / Acct# 8101346815-2 (Irri Contr) Newport Dr. w/o Pier Ct	09/10-10/10/11	\$17.06
15	2120	PG&E / Acct# 8163719795-5 (Irri Contr) 9271 Newport Dr @ Str. Lite	09/13-10/11/11	\$17.46
16	2120	PG&E / Acct# 8167536097-8 (Irri Contr) @ Clipper Dr	09/10-10/10/11	\$17.06
17	2120	PG&E / Acct# 8399010651-6 (Sprink Contr) Willow Lake Ct, Lot 31	09/13-10/11/11	\$17.26
18	2120	PG&E / Acct# 8400813429-2 (Sprinkler) Laguna Ct, Tr# 4076, Lot 18	09/10-10/10/11	\$17.85
19	2120	PG&E / Acct# 8545920147-2 (Lites & Sprinklers) 2489 'A' DB Blvd.	09/10-10/10/11	<u>\$102.78</u>
		<b>Sub-Total</b>		<b>\$6,976.39</b>
20	2130	Watersavers Inv# 11111189, dtd 10/19/11 Gloves		<b>\$8.18</b>
21	2271	American Retrofit Systems Inv# 145, dtd 10/07/11 Repair Elec on dump trailer		\$100.00
22	2282	American Retrofit Systems Inv# 149, dtd 10/12/11 Replace bulb and check lenses @ Cornell		<u>\$100.00</u>
		<b>Sub-Total</b>		<b>\$200.00</b>
23	2281	Antioch Plumbing Inv# 5483, dtd 10/18/11 Replace Women's toilet at Cornell Park		<b>\$471.19</b>
24	2282	Odyssey Landscape Company, Inc. Inv# 36036362, dtd 09/30/11 Irrigation @ new playground		<b>\$1,330.00</b>
25	2282	Valley Crest Inv# 3846940, dtd 9/28/11 Irrigation repairs		\$252.00
26	2282	Valley Crest Inv# 3846941, dtd 9/28/11 Irrigation repairs		\$347.00
27	2282	Valley Crest Inv# 3846943, dtd 9/28/11 Irrigation repairs		\$687.00
28	2282	Valley Crest Inv# 3846948, dtd 9/28/11 Irrigation repairs		\$600.00
29	2282	Valley Crest Inv# 3846960, dtd 9/28/11 Irrigation repairs		\$307.00
30	2282	Valley Crest Inv# 3846963, dtd 9/28/11 Irrigation repairs		\$263.00
31	2282	Valley Crest Inv# 3849051, dtd 9/30/11 Irrigation repairs		\$130.00
32	2282	Valley Crest Inv# 3849053, dtd 9/30/11 Irrigation repairs		\$100.00
33	2282	Valley Crest Inv# 3855171, dtd 10/10/11 Landscape Maintenance for October 2011		\$8,457.00
34	2282	Valley Crest Inv# 3861275, dtd 10/13/11 Irrigation repairs		\$542.24
35	2282	Valley Crest Inv# 3861278, dtd 10/13/11 Irrigation repairs		<u>\$283.00</u>
		<b>Sub-Total</b>		<b>\$11,968.24</b>
36	2301	Fairin Perez Expenses Report for Mileage for Oct 2011		<b>\$260.85</b>
37	3530	CCC Treasurer-Tax Collector Bill # 11 007636 2, dtd 09/12/11 Hwy 4/Cherry Hills		\$10.08
38	3530	CCC Treasurer-Tax Collector Bill # 11 007404 2, dtd 09/12/11 Newport & Lighthouse		\$91.70
39	3530	CCC Treasurer-Tax Collector Bill # 11 007078 2, dtd 09/12/11 Front Entrance		\$10.18
40	3530	CCC Treasurer-Tax Collector Bill # 11 006681 2, dtd 09/12/11 Willow Lake & DB Blvd		\$13.18
41	3530	CCC Treasurer-Tax Collector Bill # 11 002928 2, dtd 09/12/11 Cornell Park		<u>\$633.08</u>
		<b>Sub-Total</b>		<b>\$758.22</b>
42	4829	Boething Treeland Farms, Inc. Inv# TV219879, dtd 10/06/11 Plants for DB Blvd.		\$4,230.77
43	4829	Boething Treeland Farms, Inc. Inv# TV220178, dtd 10/13/11 Plants for DB Blvd.		<u>\$3,480.81</u>
		<b>Sub-Total</b>		<b>\$7,711.58</b>
44	4829	Express Employment Inv# 10165817-7, dtd 10/05/11 Temp help for DB Blvd.	w/e 10/02/11	\$815.88
45	4829	Express Employment Inv# 10195959-1, dtd 10/12/11 Temp help for DB Blvd.	w/e 10/09/11	\$895.65
46	4829	Express Employment Inv# 10226163-3, dtd 10/19/11 Temp help for DB Blvd.	w/e 10/16/11	<u>\$900.80</u>
				<b>\$2,612.33</b>
47	4829	Village Nurseries, LP Inv# 00196989, dtd 10/19/11 Plants for DB Blvd.		<b>\$2,203.37</b>



Request For Authorization To Pay Invoices (RFA)  
For the Meeting on November 2, 2011  
Town of Discovery Bay, D.Bay L&L Park #8  
For Fiscal Year's 7/11 - 6/12

48	4829	Woodmill Recycling Company	Inv# 2011-1304, dtd 9/30/11	Greenwaste recycle	\$302.00
TOTAL					\$34,802.35

Obj #	Discovery Bay Landscape & Lighting District #8 O & M BUDGET 2011/2012 Approved 6/15/11 Account Description	2011/2012 Approved Budget	Plan to Approve 11/2/2011	2011/2012 Actuals	2011/2012 Remainder of Budget YTD
	<b>Salary &amp; Wages</b>				
2310	Staff Payroll	\$93,760		\$939	\$92,821
	<b>Sub-Total</b>	\$93,760		\$939	\$92,821
	<b>Contractual Services</b>				
2310	Professional/Specialized Services	\$8,000		\$0	\$8,000
2360	Insurance	\$5,000		\$0	\$5,000
	<b>Sub-Total</b>	\$13,000		\$0	\$13,000
	<b>Operations &amp; Maintenance</b>				
2100	Office Expenses, Supplies	\$1,250		\$366	\$884
2102	Books, Periodicals & Subscriptions	\$200		\$0	\$200
2103	Postage	\$50		\$0	\$50
2110	Communications	\$1,765		\$10	\$1,755
2120	Utilities (Street Lights, Water, Garbage)	\$108,500	\$6,976	\$25,200	\$83,300
2130	Small Tools & Instruments	\$2,000	\$8	\$636	\$1,364
2131	Minor Equipment, Furniture less than \$1,000	\$500		\$0	\$500
2170	Household Items	\$1,750		\$926	\$824
2190	Public Notices	\$300		\$0	\$300
2200	Memberships	\$250		\$219	\$31
2250	Rent & Lease of Equipment	\$500		-\$27	\$527
2251	Computer Software	\$0		\$0	\$0
2270	Maintenance of Equipment	\$1,000		\$222	\$778
2271	Automotive Supplies & Repairs	\$2,000	\$100	\$169	\$1,831
2272	Gasoline	\$3,500		\$362	\$3,138
2281	Maintenance of Buildings	\$5,400	\$471	\$1,653	\$3,747
2282	Grounds Maintenance	\$212,000	\$13,398	\$50,556	\$161,445
2284	Requested Maintenance from County	\$0		\$0	\$0
2301	Employee Auto Mileage - Reimbursement	\$100	\$261	\$258	(\$158)
2303	Other Travel Employee Expenses	\$1,500		\$0	\$1,500
2470	Road/Construction Materials (Street Signs)	\$500		\$0	\$500
2479	Other Special Expenses	\$12,000		\$3,695	\$8,305
	<b>Sub-Total</b>	\$355,065		\$84,245	\$270,820
7800	<b>Inter-Governmental Charges</b>				
3530/3550	Taxes & Assessments	\$1,000	\$758	\$0	\$1,000
3611	Interfund Exp. (Investment & Property Tax)	\$500		\$0	\$500
5011	Reimbursement for County Admin. Costs	\$500		\$0	\$500
	<b>Sub-Total</b>	\$2,000		\$0	\$2,000
	<b>TOTAL O&amp;M Budget</b>	\$463,825	\$21,973	\$85,184	\$378,642



Obj#	Discovery Bay Landscape & Lighting District #8 CAPITAL BUDGET 2011/2012 Approved 6/15/11 Account Description	2011/2012 Approved Budget	To Be Approved 11/2/2011	2011/2012 Actuals	2011/2012 Remainder of Budget YTD
<b>PARKS</b>					
4789	Cornell Park - Playground Replacement	\$ 126,000.00		\$152,122	(26,122)
4834	Cornell Park (Restroom Partitions)			\$16,130	(16,130)
	Cornell Park (ADA Upgrades)	\$35,000		\$14,446	20,554
	Cornell Park (Tennis Court Surfacing)	\$20,000		\$0	20,000
	Cornell Park (Dog Park Fencing)	\$85,000		\$0	85,000
	Cornell Park (Tot Lot Removal)	\$12,500		\$0	12,500
	Cornell Park (Horse Shoe & Bocce Court)	\$15,000		\$0	15,000
	<b>Parks Sub Total</b>	<b>\$293,500</b>	<b>\$0</b>	<b>\$182,698</b>	<b>110,802</b>
<b>STREETSCAPE</b>					
4265	Various Improvements	\$7,500		\$0	7,500
4546	Structure & Walkway Repairs	\$2,000		\$0	2,000
4829	Landscape Master Plan Areas			\$21,259	(21,259)
	Willow Lake Road Streetscape			\$0	0
	Discovery Bay Blvd. (West) / Sand Point Rd.	\$12,000		\$7,782	4,218
	Highway 4 (East)	\$30,000		\$2,357	27,643
	Discovery Bay Blvd (East)	\$50,000	\$12,829	\$13,424	36,576
	<b>Streetscape Sub Total</b>	<b>\$101,500</b>	<b>\$12,829</b>	<b>\$44,822</b>	<b>56,678</b>
<b>MISC.</b>					
4853	Vehicle Purchase	\$25,000		\$21,345	3,655
4959	Tools & Sundry Equipment	\$3,000		\$0	3,000
	<b>Misc. Sub Total</b>	<b>\$28,000</b>	<b>\$0</b>	<b>\$21,345</b>	<b>6,655</b>
	<b>Total Capital Budget</b>	<b>\$423,000</b>	<b>\$12,829</b>	<b>\$248,864</b>	<b>174,136</b>



Request For Authorization To Pay Invoices (RFA)  
 For the Meeting on November 2, 2011  
 Town of Discovery Bay, D.Bay L&L Park #9 (Ravenswood)  
 For Fiscal Year's 7/11 - 6/12

Acct Code					
1	2120	PG&E / Acct# 0403377952-3	1445 Cullen Dr (irrig Ctrllr)	09/10-10/10/11	\$84.97
2	2120	PG&E / Acct# 1066166716-1	829 Poe Dr. (Irrig Ctrllr)	09/10-10/10/11	\$11.54
3	2120	PG&E / Acct# 7705163630-4	1738 Wilde Dr. (Irrig Ctrllr)	09/10-10/10/11	<u>\$11.73</u>
				<b>Sub-total</b>	<b>\$108.24</b>
4	2282	American Retrofit Systems	Inv# 153, dtd 10/21/11 L&M to install conduit @ Park		\$150.00
5	2310	Zentner & Zentner	Inv# 0022788-IN, dtd 09/30/11 Annual Monitoring report		\$1,760.00
				<b>Total</b>	<b>\$2,018.24</b>

Obj #	Discovery Bay Landscape & Lighting District #9 O & M BUDGET 2011/2012 Approved 6/15/11 Account Description	2011/2012 Approved Budget	Planned to Pay 11/2/2011	2011/2012 YTD REIMB.	2011/2012 YTD ACTUALS	2011/2012 Remainder of Budget YTD
	<b>Salary &amp; Wages</b>					
2310	Staff Payroll	\$37,952			\$1,095.00	\$36,857
	<b>Sub-Total</b>	\$37,952	\$0	\$0	\$1,095.00	\$36,857
	<b>Contractual Services</b>					
2310	Professional/Specialized Services	\$8,200	\$1,760		\$800.00	\$7,400
2360	Insurance	\$1,500			\$0.00	\$1,500
	<b>Sub-Total</b>	\$9,700	\$1,760	\$0	\$800.00	\$8,900
	<b>Operations &amp; Maintenance</b>					
2100	Office Expenses, Supplies	\$500			\$44.00	\$456
2102	Books, Periodicals & Subscriptions	\$50			\$0.00	\$50
2103	Postage	\$150			\$0.00	\$150
2110	Communications	\$350			\$0.00	\$350
2120	Utilities (Street Lights, Water, Garbage)	\$26,325	\$108	\$132.81	\$3,624.44	\$22,701
2130	Small Tools & Instruments	\$750			\$0.00	\$750
2131	Minor Equipment, Furniture less than \$1,000	\$250			\$0.00	\$250
2170	Household Items	\$750			\$118.00	\$632
2190	Public Notices	\$500			\$0.00	\$500
2200	Memberships	\$50			\$0.00	\$50
2250	Rent & Lease of Equipment	\$0			\$0.00	\$0
2251	Computer Software	\$0			\$0.00	\$0
2270	Maintenance of Equipment	\$200			\$0.00	\$200
2271	Automotive Supplies & Repairs	\$300			\$0.00	\$300
2272	Gasoline	\$500			\$393.00	\$107
2281	Maintenance of Buildings	\$0			\$0.00	\$0
2282	Grounds Maintenance	\$44,500	\$150	\$2,725.00	\$5,428.00	\$39,072
2284	Requested Maintenance from County	\$0			\$0.00	\$0
2301	Employee Auto Mileage - Reimbursement	\$50			\$9.00	\$41
2303	Other Travel Employee Expenses	\$0			\$0.00	\$0
2470	Road/Construction Materials (Street Signs)	\$0			\$0.00	\$0
2479	Other Special Expenses	\$1,350			\$0.00	\$1,350
	<b>Sub-Total</b>	\$76,575	\$258	\$2,858	\$9,616.44	\$66,959
7800	<b>Inter-Governmental Charges</b>					
3530/3550	Taxes & Assessments	\$425			\$0.00	\$425
3611	Interfund Exp. (Investment & Property Tax)	\$0			\$0.00	\$0
5011	Reimbursement for County Admin. Costs	\$0			\$0.00	\$0
	<b>Sub-Total</b>	\$425	\$0	\$0	\$0.00	\$425
	<b>TOTAL O&amp;M Budget</b>	\$124,652	\$2,018	\$2,858	\$11,511.44	\$113,141





# Town of Discovery Bay

"A Community Services District"

## AGENDA REPORT

Meeting Date  
November 2, 2011

Prepared By: Dina Breitstein, Finance Manager & Liz Hardy, Sr. Accounting Clerk  
Submitted By: Rick Howard, General Manager

### Agenda Title

District Financials

### Recommended Action

Receive and File

### Executive Summary

#### DB Lighting & Landscaping Zone #8

The Account total fund balances before reserves for DB #8 is \$1,708,659

Less the reserves of \$35,000, we have a fund balance available of \$1,673,659

#### DB Lighting & Landscaping Zone #9

The Account total fund balances before reserves for DB #9 is \$214,139

Less the reserves of \$0, we have a fund balance available of \$214,139

#### Town of Discovery Bay CSD Water & Sewer

The Account total fund balances before reserves for TODB Water & Sewer is \$6,026,765.41

Less the reserves of \$3,000,000, we have a fund balance available of \$3,026,765.41

### Fiscal Impact:

Amount Requested

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

Prog/Fund # Category:

### Previous Relevant Board Actions for This Item

### Attachments

DB L&L Zone #8 Budget vs. Actuals for Period 3 - 2011-2012

DB L&L Zone #9 Budget vs. Actuals for Period 3 - 2011-2012

TODB CSD Transaction Detail Report for Period 3 - 2011-2012

AGENDA ITEM: E-3

D.Bay L&L Park #8 District  
 Revenue & Expenditure Budget vs. Actuals Worksheet 2011-12  
 September 14, 2011 through October 12, 2011 - Period 03

Revenue:	Acct. Code	2011/12 Budget	2011/12 Actuals
Current Funds in Contra Costa County	740/750	\$1,408,536	\$1,526,007
Retainage Account	510		
Due to Other Funds - Yr End	540		
Disbursements	830		
Current Property Taxes	9010	\$430,000	\$439,498
Property Tax Supplemental/Unitary/Secured	9011/13/30/31		\$1,232
SRAF State Rev Transfer	9018		
Property Taxes-Current Unsecured	9020	\$14,000	\$15,996
Property Taxes-Prior-Unsecured	9035		\$169
Earnings on Investment	9181		
H/O Prop Tax Relief/State Aid/In Lieu Taxes	9385/9435/9580		
Misc Revenue & Services	9799&9975		\$235
<b>Total Revenue</b>		<b>\$1,852,536</b>	<b>\$1,983,137</b>

Expenditure: Operating Expenses	Acct. Code	2011/12 Budget	2011/12 Actuals
Office Expenses, Books, Postage	2100	(\$1,250)	(\$268)
Books, Periodicals & Subscriptions	2102	(\$200)	
Postage	2103	(\$50)	
Communications	2110	(\$1,765)	
Utilities (Street Lights, Water & Garbage)	2120	(\$108,600)	(\$24,826)
Small Tools & Instruments	2130	(\$2,000)	(\$467)
Minor Equipment, Furniture less than \$1000	2131	(\$500)	
Household Items	2170	(\$1,750)	(\$538)
Public Notices	2190	(\$300)	
Memberships	2200	(\$250)	(\$160)
Rent & Lease of Equipment	2250	(\$500)	
Computer Software	2251	\$0	
Maintenance of Equipment	2270	(\$1,000)	(\$222)
Automotive Supplies & Repairs	2271	(\$2,000)	(\$169)
Gasoline	2272	(\$3,500)	(\$3)
Maintenance of Buildings	2281	(\$5,400)	(\$993)
Grounds Maintenance	2282	(\$212,000)	(\$42,157)
Requested Maintenance from County	2284/3620	\$0	
Auto Mileage/Employee Reimbursement	2301	(\$100)	(\$74)
Other Travel Employee Expenses	2303	(\$1,500)	
Professional Services/Specialized Services	2310	(\$8,000)	
Staff Payroll	2310	(\$93,760)	(\$1,974)
Insurance	2360	(\$5,000)	(\$4,193)
Road/Construction Materials (Street Signs)	2470	(\$500)	
Other Special Expenses	2479	(\$12,000)	(\$376)
Miscellaneous Services & Supplies	2490	\$0	
Taxes & Assessments	3530/3550	(\$1,000)	
Interfund Exp.(Investment & Property Tax Adm.)	3611	(\$500)	
Reimbursement for County Adm. Costs	5011	(\$500)	
<b>Total Operating Expenses</b>		<b>(\$463,825)</b>	<b>(\$76,420)</b>

Expenditure: Capital/Asset	Acct. Code	2011/12 Budget	2011/12 Actuals
Various Improvements	4265	(\$7,500)	(\$806)
Structure & Walkway Repairs	4546	(\$2,000)	
Playground Equipment	4789	(\$126,000)	(\$146,309)
Landscape Master Plan	4829		
Misc. Projects - DB Blvd (West)/Sand Point)		(\$12,000)	\$18,845
Misc. Projects - Highway 4 (East)		(\$30,000)	(\$1,180)
Misc. Projects - DB Blvd (East)		(\$50,000)	(\$18,110)
Cornell Park (ADA Upgrades)	4834	(\$35,000)	(\$29,153)
Cornell Park (Tennis Court Resurfacing)		(\$20,000)	
Cornell Park (Dog Park Fencing)		(\$85,000)	
Cornell Park (Tot Lot Removal)		(\$12,500)	
Cornell Park (Horse Shoe & Bocce Court)		(\$15,000)	
Vehicle Purchase	4953	(\$25,000)	(\$21,345)
Tools & Sundry Equipment	4956	(\$3,000)	
<b>Total Capital/Asset</b>		<b>(\$423,000)</b>	<b>(\$198,059)</b>
<b>TOTAL EXPENSES &amp; CAPITAL</b>		<b>(\$886,825)</b>	<b>(\$274,479)</b>
<b>TOTAL FUND BALANCE BEFORE RESERVES</b>		<b>\$965,711</b>	<b>\$1,708,659</b>
<b>RESERVES</b>			<b>(\$35,000)</b>
<b>GRAND TOTAL OF EXPENSES/CAPITAL/RESERVES</b>			<b>(\$309,479)</b>
<b>FUND BALANCE AVAILABLE</b>		<b>\$1,673,659</b>	<b>\$1,673,659</b>

Fairin to let me know what reserves should be for 2011/12 / Last year was \$300,000



D.Bay L&L Park #9 District  
 Revenue & Expenditure Budget vs. Actuals Worksheet 2011-12  
 September 14, 2011 through October 12, 2011 - Period 03

Revenue:	Acct. Code	Actuals	2011/12 Budget	2011/12 Actuals
Current Funds in Contra Costa County	740/750	\$166,736	\$82,500	\$128,419
Retainage Account	510			
Disbursements	830	(\$103)		
Current Property Taxes/Street Light Assessment	9754	\$87,493	\$110,856	\$113,972
Property Tax Supplemental/Unitary/Secured	9011/13/30/31			
SRAF State Rev Transfer	9018			
Property Taxes-Current Unsecured	9020			
Property Taxes-Prior-Unsecured	9035			
Earnings on Investment	9181	\$316		
H/O Prop Tax Relief/State Aid/In Lieu Taxes	9385/9435/9580			
Misc Revenue & Services	9799&9975			\$4,163
<b>Total Revenue</b>		<b>\$254,442</b>	<b>\$193,356</b>	<b>\$246,553</b>

Expenditure: Operating Expenses	Acct. Code	Actuals	2011/12 Budget	2011/12 Actuals
Office Expenses, Books, Postage	2100		(\$500)	
Books, Periodicals & Subscriptions	2102		(\$50)	
Postage	2103		(\$150)	
Communications	2110		(\$350)	
Utilities (Street Lights, Water & Garbage)	2120		(\$26,325)	(\$3,890)
Small Tools & Instruments	2130		(\$750)	
Minor Equipment, Furniture less than \$1000	2131		(\$250)	
Household Items	2170		(\$750)	(\$118)
Public Notices	2190	(\$91)	(\$500)	
Memberships	2200		(\$50)	
Rent & Lease of Equipment	2250		\$0	
Computer Software	2251		\$0	
Maintenance of Equipment	2270		(\$200)	
Automotive Supplies & Repairs	2271		(\$300)	
Gasoline	2272		(\$500)	
Maintenance of Buildings	2281	(\$153)	\$0	
Grounds Maintenance	2282	(\$2,114)	(\$44,500)	(\$10,879)
Requested Maintenance from County	2284/3620		\$0	
Auto Mileage/Employee Reimbursement	2301		(\$50)	(\$9)
Other Travel Employee Expenses	2303		\$0	
Professional Services/Specialized Services	2310	(\$1,900)	(\$8,200)	(\$1,895)
Staff Payroll	2310	(\$3,862)	(\$37,952)	
Insurance	2360		(\$1,500)	(\$1,797)
Road/Construction Materials (Street Signs)	2470		\$0	
Other Special Expenses	2479		(\$1,350)	
Miscellaneous Services & Supplies	2490		\$0	
Taxes & Assessments	3530/3550	(\$423)	(\$425)	
Interfund Exp.(Investment & Property Tax Adm.)	3611		\$0	
Reimbursement for County Adm. Costs	5011		\$0	
<b>Total Operating Expenses</b>		<b>(\$8,543)</b>	<b>(\$124,652)</b>	<b>(\$18,587)</b>

Expenditure: Capital/Asset	Acct. Code	Actuals	2011/12 Budget	2011/12 Actuals
Various Parking Lot Improvements	4226			
Various Improvements (Splash Pad)	4265	(\$1,269)		(13,827)
Structure & Walkway Repairs (Solar)	4546			
Playground Equipment	4789			
Tools & Sundry Equipment	4956			
<b>Total Capital/Asset</b>		<b>(\$1,269)</b>	<b>\$0</b>	<b>(\$13,827)</b>
<b>TOTAL EXPENSES &amp; CAPITAL</b>			<b>(\$124,652)</b>	<b>(\$32,414)</b>
<b>TOTAL FUND BALANCE BEFORE RESERVES</b>			<b>\$68,704</b>	<b>\$214,139</b>

(\$9,624) RESERVES \$0

GRAND TOTAL OF EXPENSES/CAPITAL/RESERVES (\$32,414)

FUND BALANCE AVAILABLE \$214,139

**TOWN OF DISCOVERY BAY CSD**

Transaction Detail Report for September 14, 2011 through October 12, 2011

Period 03 for 2011/12

DATE	FOR	SAMOUNT
	Receivables for Town of Discovery Bay CSD BAC Account	
	Balance of Account as of September 13, 2011 (previous report)	\$171,058.81
9/12/2011	Deposit entered after closing of Period 2 (**see attached)	\$15,085.99
8/31/11 & 9/05/11	Credit Card Bank Fee & Ck # 10225 added after 9/30/11 when balancing account (***)	\$104.15
	Balance of Account as of September 13, 2011	\$186,040.65
09/14/11-10/12/11	Deposits Made	\$52,816.65
	<b>Balance of Account &amp; Deposits Made Total =</b>	<b>\$238,857.30</b>

	Payables Made from Town of Discovery Bay CSD BAC Account	
09/14/11-10/12/11	Checks/Payroll made out from checking account	\$59,887.59

	<b>Balance of Checking Account as of September 13, 2011</b>	<b>\$178,969.71</b>
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Total Year-to Date Payables Paid from Town of Discovery Bay CD ECC Acct **\$207,411.18**

	BEGINNING FUND BALANCE FOR TOWN OF DB CSD IN COUNTY FUNDS	\$5,689,634.63
09/14/11-10/12/11		\$0.00
	<b>Sub-Total</b>	<b>\$5,689,634.63</b>

**REVENUE**

For Fiscal Year Starting 7/1/11

Year-to-date Sewer & Water Service Charge for Tax Roll 11/12 **\$4,756,514.48**

	Year-to-date Investments	\$57.78
09/14/11-10/12/11	Earnings on Investments	\$0.00
	<b>Sub-Total</b>	<b>\$57.78</b>

	Year-to-Date Miscellaneous Income	\$25.00
09/14/11-10/12/11	Misc.	\$0.00
	<b>SUB-TOTAL REVENUE</b>	<b>\$4,756,597.26</b>

**GRAND TOTAL Fund Balance & Revenue** **\$10,446,231.89**

**EXPENDITURES**

Year-to-date Warrants Paid by CCC for Town of Discovery Bay CSD **\$600,995.49**

09/14/11-10/12/11	Warrants Paid	\$544,511.03
	<b>TOTAL EXPENDITURES</b>	<b>\$1,145,506.52</b>

	<b>TOTAL BALANCE AT COUNTY OF CONTRA COSTA</b>	<b>\$9,300,725.37</b>
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**TOTAL YEAR TO DATE PAYABLES FROM BAC & CCC** **\$1,352,917.70**

	<b>TOTAL BALANCE AT COUNTY OF CONTRA COSTA</b>	<b>\$9,300,725.37</b>
	<b>TOTAL BALANCE IN TOWN OF DISCOVERY BAY CSD BAC</b>	<b>\$178,969.71</b>
	<b>TOTAL HELD FOR RESERVES</b>	<b>(\$3,000,000.00)</b>
	<b>SUBTOTAL</b>	<b>\$6,479,695.08</b>
	<b>TOTAL BALANCE OF ENCUMBRANCES</b>	<b>(\$452,929.67)</b>

	<b>GRAND TOTAL FUNDS LESS RESERVES &amp; ENCUMBRANCES</b>	<b>\$6,026,765.41</b>
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Detail List of Encumbrances		Original Amount	Current Balance
WWTP#1	Wetlands Trial Project	(\$170,000.00)	(\$169,486.00)
Well #6	Well and Pump Design	(\$273,000.00)	(\$4,810.24)
U.V. System	U.V. System upgrade	(\$483,000.00)	(\$6,751.47)
Hervit	Wastewater Master Plan (Ecologic)	(\$180,000.00)	(\$147,420.95)
LSCE	Water Master Plan	(\$130,000.00)	(\$79,973.51)
Westech	Clean Flo Spiral Screen	(\$44,487.50)	(\$44,487.50)
Hervit	Dewatering BioSolids	(\$63,000.00)	(\$63,000.00)
Caselle	Accounting Software	(\$20,000.00)	(\$9,855.00)
	<b>Total</b>	<b>(\$1,363,487.50)</b>	<b>(\$452,929.67)</b>





# Town of Discovery Bay

"A Community Services District"

## AGENDA REPORT

Meeting Date

November 2, 2011

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

### Agenda Title

Annual "State of the Town" Chamber of Commerce Event for 2012

### Recommended Action

Authorize the Board of Directors to attend the annual "State of the Town" event scheduled for Saturday, January 21, 2012, authorize payment of the event for the Board Member and payment of a stipend for attending the event.

### Executive Summary

Each year, the Discovery Bay Chamber of Commerce hosts its annual "State of the Town" Dinner Banquet. As in past years, the 2012 event will again take place at the Discovery Bay Country Club. This year's event is scheduled for Saturday, January 21, 2012.

As is customary, it is appropriate for the Board of Directors to attend these types of community/public events. They foster positive involvement in the community, provide an opportunity to obtain feedback, and offer enhanced access to the business of the District.

CSD Law (GC§61047 (e)(2)) qualifies this type of event as a qualifying stipend activity if the following takes place: "Representation of the district at a public event, provided that the board of directors has previously approved the member's representation at a board of directors' meeting and that the member(s) delivers a written report to the board of directors regarding the member's representation at the next board of directors' meeting following the public event".

The cost to attend is \$60.00 per person. If all five (5) members of the Board attend, the total cost will be between \$300.00 for the event.

### Fiscal Impact:

Amount Requested Approximately \$300 plus Stipends  
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

Authorization to attend 2011 State of the Town event.

### Attachments

N/A

AGENDA ITEM: E-4



# Town of Discovery Bay

"A Community Services District"

## AGENDA REPORT

Meeting Date

November 2, 2011

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

**Agenda Title**

Adopt Resolution 2011-21 adopting changes to the Town of Discovery Bay Bylaws; and Adopt Resolution 2011-22 adopting changes to the Town of Discovery Bay Board Policy

**Recommended Action**

Adopt Resolution 2011-21 adopting changes to the Town of Discovery Bay Bylaws; and Adopt Resolution 2011-22 adopting changes to the Town of Discovery Bay Board Policy.

**Executive Summary**

The Board has adopted a number of Resolutions over that past year that have also triggered changes to the Bylaws and Board Policy of the Town of Discovery Bay. The Bylaws and Board Policy (attached) bring those documents into conformity with previous actions taken by the Board.

On October 19, 2011, the proposed Bylaws and Board Policy were presented to the Board and public for consideration, and input. Based upon the input received at that time, and from staff and members of the public, staff has incorporated a number of proposed edits into the documents that provide a comprehensive set of Bylaws and a revised Board Policy.

Both documents identify the recommended changes using strikeout/underline for ease in identifying the recommended changes.

**Fiscal Impact:**

Amount Requested \$

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**

**Attachments**

DRAFT Bylaws of the Town of Discovery Bay; DRAFT Board Policy of the Town of Discovery Bay  
Resolution 2011-21 – Proposed Changes to Bylaws  
Resolution 2011-22 – Proposed Changes to Board Policy

AGENDA ITEM: F-1



**BYLAWS  
OF THE  
TOWN OF DISCOVERY BAY**

**ARTICLE I**

**NAME**

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

**ARTICLE II**

**PURPOSE**

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

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

**ARTICLE III**

**BOARD OF DIRECTORS**

**Section 1. Board of Directors.**

The governing body of the District shall consist of five (5) elected Directors, each of whom shall serve for a term of four (4) year staggered terms. During elections every two (2) years, either two (2) or three (3) Directors are elected to serve to the District for the next four (4) years. The initial Directors, their terms and term expirations, are:

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



Section 2. Compensation.

The Board may authorize each Director to receive compensation of One Hundred Dollars (\$100.00) for each meeting of the Board attended, and One Hundred Dollars (\$100.00) for each day's service not to exceed Six Hundred Dollars (\$600) per month as provided in Government Code §61047. Traveling and such other necessary expenses actually incurred in performing District Duties shall be reimbursed, and such reimbursement shall be in addition to the compensation specified herein consistent with the authorized Reimbursement and Travel Policy.

Section 3. Vacancies.

A. Vacancies on the Board shall be filled in accordance with Government Code § 1780.

B. Vacancies shall be deemed to exist as provided in Government Code § 1770.

Section 4. Resignation.

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

**ARTICLE IV**

**OFFICERS**

Section 1. Elected Officers.

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

Section 2. Terms and Responsibilities of Elected Officers.

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

A. General Responsibilities of the Board President

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

- B. General Responsibilities of the Vice-President
  - 1. Shall serve in the absence of the President.
- C. General Responsibilities of the President Pro-Tempore.
  - 1. Shall serve in the absence of the President and the Vice-President.

**ARTICLE V**

**APPOINTED OFFICERS**

Section 1. Appointed Officers:

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

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

Section 2. General Responsibilities of the General Manager

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



### Section 3. General Responsibilities of the Secretary of the Board

1. Certify official documents and letters as required.
2. Maintain the official files and records of the Board.
3. Prepare the agenda for the Board meetings.
4. Prepare and distribute minutes of the meeting of the Board.
5. Maintain historical record and newspaper articles.
6. Post agendas, minutes, public notices and proposed action documents as required by Board and government regulations.

## ARTICLE VI

### MEETINGS

#### Section 1. Regular and Special Meetings.

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

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

#### Section 2. Quorum.

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

#### Section 3. Voting.

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

#### Section 4. Notice of Regular and Special Meetings.

- A. Notices of Regular Meetings shall be pursuant to the Brown Act. Such notices shall specify the place, the day, and the hour of the meeting and accompanying the notice shall be a copy of the agenda for that meeting.

- B. Notices of Special Meetings shall be pursuant to the Brown Act. In the case of special meetings, the notice, written or by telephone, shall specify the specific nature of the business to be transacted.

## ARTICLE VII

### PAYMENTS, CONTRACTS, AND REPORTS

#### Section 1. Payments.

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

#### Section 2. Contracts.

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

#### Section 3. Reports.

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

## ARTICLE VIII

### PARLIAMENTARY AUTHORITY

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

## ARTICLE IX

### AMENDMENTS

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





# TOWN OF DISCOVERY BAY

## BOARD POLICY

## PURPOSE

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

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

### I. BOARD OF DIRECTORS

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

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

### II. POWER OF THE BOARD

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

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

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

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



The Board may have standing committees and may appoint ad hoc committees as the need arises. The District's General Manager or Designee may serve as staff support to those committees.

In the discharge of their duties, ~~the~~ Directors shall comply with all applicable local, state and federal laws, including ethics trainings as required by AB1234.

### III. RESPONSIBILITIES

#### A. Responsibilities of the Board of Directors:

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

9. Initiate, review and approve plans that will satisfy future requirements, including a long-range plan (five (5) to ten (10) years).
10. Review and act upon plans and recommendations submitted by the Board committees and the General Manager. This action includes adoption, rejection, amendment or return to committee.
11. Single Board members will not represent the whole of the Board in other open or closed meetings without prior sanction by the majority direction of the Board.

## B. GENERAL CONDUCT OF BOARD OF DIRECTORS AND OFFICERS

1. No member of the Board or Officers of the District shall:
  - a. Represent his or her position as that of the Board unless the Board has acted upon that position.
  - b. Make unsolicited statements to anyone other than the Board during Board deliberations.
  - c. Issue any writings or statements to the press or public without clearly distinguishing which statements are his or her own and which are established Board positions.
2. Preparation and Commitment:
  - a. Shall respect the Board's commitment to work through the General Manager by requesting desired information about the District's programs/activities directly from him/her, by referring to him/her suggestions for new policies, for his/her professional advice, by refraining from acting on any complaint until after the General Manager has had an opportunity to investigate fully and report to the Board, and by wholeheartedly supporting Board approved actions of the General Manager and his/her staff.
  - b. Accept the principle of Board unity or consensus by supporting majority decisions of the Board.
  - c. Shall make decisions involving the welfare of the District based on factual information and evidence recognizing that personal feelings, opinions and other such factors are not conducive to sound decision making.



- d. Come prepared, ready to ask questions and make decisions.
- e. Do what is agreed upon.
- f. Respect confidentiality of Closed Session agenda items.
- g. Contact the General Manager prior to meeting for more information, if needed.

## C. ADDITIONAL RESPONSIBILITIES OF THE BOARD MEMBERS

### 1. Orientation of Board Members

- a. The Board of Directors recognizes its responsibility in helping and assisting a newly elected or appointed Board member to understand the operation of the District as well as the roles and responsibilities of a member of the Board. The Board and General Manager shall assist each new member-elect to understand the Board functions, policies, procedures, roles, duties and responsibilities of members of the Board. The following methods shall be employed:
  - b. The new member shall be given selected material on the duties and responsibilities associated with Board membership. These materials shall include, but are not limited to: The Government Code dealing with Community Services Districts, the Ralph M. Brown Act, the California Public Records Act, Board Policies, and any pertinent publications issued by the California Special Districts Association, the California Parks and Recreation Society and other agencies, as needed.
  - c. As soon as practical after the new Board member assumes office, an orientation meeting with General Manager will be held prior to the first Board meeting to acquaint the new member with details of District operations.
  - d. The incoming member may meet with the General Manager and members of his staff to discuss services they perform for the Board and the District.

## 2. Policy Violations

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

### D. Responsibilities of a Committee Chairperson

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





**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 2011-21**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT  
AMENDING THE BYLAWS OF THE TOWN OF DISCOVERY BAY**

WHEREAS, Town of Discovery Bay Community Services District (CSD) is a public agency and complies with a number of federal and state statutes, and local laws and regulations; and

WHEREAS, it is in the public's interest that Board of Directors adopts and from time to time reviews a set of established Town of Discovery Bay Bylaws to provide for those exercise of powers as established in California Government Code §61000 et seq (Community Services District law); and

WHEREAS, the Bylaws of the Town of Discovery Bay were originally adopted by Resolution No. 98-07 on March 25, 1998, and amended by Resolution No. 2001-03 on February 21, 2001, Resolution No. 2002-02 on February 20, 2002, Resolution No. 2009-04 on April 1, 2009 and on Resolution No. 2011-08 on April 20, 2011, respectively; and

WHEREAS, it is now necessary to make certain changes and amend the Town of Discovery Bay Bylaws.

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

SECTION 1. That the Bylaws of the Town of Discovery Bay are hereby amended as set forth in Attachment A which is incorporated by this reference as though fully set forth herein.

SECTION 2. That these Amended Bylaws shall become effective immediately upon adoption of this Resolution.

SECTION 3. The Board Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 2<sup>nd</sup> DAY OF November 2011.

---

J. Kevin Graves  
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on November 2, 2011 by the following vote of the Board:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

Richard J. Howard  
Board Secretary



**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 2011-22**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT  
AMENDING THE BOARD POLICY OF THE TOWN OF DISCOVERY BAY**

WHEREAS, Town of Discovery Bay Community Services District (CSD) is a public agency and complies with a number of federal and state statutes, and local laws and regulations, and Bylaws of the Town of Discovery Bay; and

WHEREAS, it is in the public's interest that Board of Directors adopts and from time to time reviews the policies of the Town of Discovery Bay; and

WHEREAS, The Board Policy of the Town of Discovery Bay, is established to identify the powers and responsibilities of Board members and to represent the residents within its boundaries in any and all matters covered under the California Government Code relating to a Community Services District.

WHEREAS, the Board Policy of the Town of Discovery Bay was originally adopted at the June 19, 2002 Board of Directors meeting by a motion that passed with the vote of 5 AYES, 0 NOES, 0 ABSTAINS; and

WHEREAS, it is now necessary to make certain changes and amend the Town of Discovery Bay Board Policy.

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 Policy of the Town of Discovery Bay is hereby amended as set forth in Attachment A which is incorporated by this reference as though fully set forth herein.

SECTION 2. That this Policy shall become effective immediately upon adoption of this Resolution.

SECTION 3. The Board Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 2<sup>nd</sup> DAY OF November 2011.

---

J. Kevin Graves  
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on November 2, 2011 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

November 2, 2011

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

### Agenda Title

Response to Contra Costa County Civil Grand Jury Report 1003

### Recommended Action

That the Board of Directors approve sending a response letter dated November 2, 2011 to the Contra Costa County Civil Grand Jury regarding Report No. 1003 – Recommendation #2 regarding changing audit firms every five (5) years.

### Executive Summary

On April 2, 2010 the Town of Discovery Bay CSD received a letter and accompanying Report No. 1003 from the Contra Costa County Civil Grand Jury. The report was titled "Independent Special District Audit Practices".

On April 14, 2010 the Town of Discovery Bay CSD sent a letter to the Contra Costa County Civil Grand Jury In regards to changing audit firms at least every five (5) years.

The DRAFT letter dated November 2, 2011 is the response regarding the beginning process for the Request for Proposal (RFP) for auditor services.

### Fiscal Impact:

Amount Requested \$

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

Contra Costa County Civil Grand Jury Report 1003 DRAFT response letter  
Contra Costa County Civil Grand Jury Letter dated September 8, 2011

AGENDA ITEM: F-2



# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

President - Kevin Graves • Vice-President - Chris Steele • Director - Brian Dawson • Director - Mark Simon • Director - Ray Tetreault

---

November 2, 2011

Grand Jury  
Contra Costa County  
725 Court Street, 4<sup>th</sup> Floor  
Martinez, CA 94553-0091

Dear Mr. Bell,

I am writing to you in response to your September 8, 2011 letter regarding Civil Grand Jury Report No.1003, recommendation #2 changing audit firms every five (5) years.

Per our previous statement "...we will consider implementing this after our current audit has been finalized and approved". The Town of Discovery Bay Community Services District has initiated the Request for Proposal (RFP) process to solicit qualified audit services for the District.

If you have any questions, please feel free to contact the Town of Discovery Bay Community Services District office at 925-634-1131.

Sincerely,

J. Kevin Graves  
Board of Director, President  
Town of Discovery Bay, CSD

DB/cmc



Grand Jury

Contra  
Costa  
County



TownOfDiscoveryBay CSD  
Received

SEP 09 2011  
*Emmanuel Brud*

725 Court Street  
P.O. Box 911  
Martinez, CA 94553-0091

**COPY**

September 8, 2011

*NOV 2.*

Town of Discovery Bay CSD  
1800 Willow Lake Road  
Discovery Bay, CA 94505

Re: Your response to Grand Jury Report 1003

In your response to Grand Jury Report No. 1003, Recommendation #2 regarding changing audit firms every 5 years, you stated that: "...we will consider implementing this after our current audit has been finalized and approved".

Please advise by return mail the results of your evaluation of this matter.

Sincerely,

A handwritten signature in cursive script that reads "Lloyd Bell".

Lloyd Bell  
Foreperson, 2011-2012 Contra Costa Grand Jury



# Town of Discovery Bay

"A Community Services District"

## AGENDA REPORT

Meeting Date

November 2, 2011

**Prepared By:** Carol McCool, Administrative Assistant  
**Submitted By:** Rick Howard, General Manager

### Agenda Title

Agency Comment Request – Land Use Permit Application – Metro PCS/Discovery Bay Yacht Harbor

### Recommended Action

Review applicants' submittal for a Land Use Permit modification to a final development plan for the installation of a new wireless telecommunications facility at the Discovery Bay Yacht Harbor.

### Executive Summary

The Contra Costa County Department of Conservation and Development has requested Board input into a proposed Land Use Permit Application from Metro PCS for consideration of final development for the installation of a new wireless telecommunications facility at the Discovery Bay Yacht Harbor, which will include six (6) antennas within a rooftop cupola and four (4) associated equipment cabinets for Metro PCS.

The Contra Costa County Department of Conservation and Development is seeking Board input into these proposed modifications.

### Fiscal Impact:

Amount Requested \$

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

Contra Costa County Department of Conservation and Development Agency Request Form

AGENDA ITEM: F-3









**CONTRA COSTA COUNTY  
DEPARTMENT OF CONSERVATION & DEVELOPMENT  
COMMUNITY DEVELOPMENT DIVISION**

**LAND USE PERMIT APPLICATION**

TO BE FILLED OUT BY APPLICANT OR OWNER

<b>OWNER</b>	<b>APPLICANT</b>
Name <u>Discovery Bay Property</u>	Name <u>MetroPCS c/o Maryann Miller Novak</u>
Address <u>5901 Marina Rd. #1</u>	Address <u>1080 Marina Village Parkway, 4th Fl</u>
City, State <u>Discovery Bay, CA 94505</u>	City, State <u>Alameda, CA 94501</u>
Phone <u>925 634-5928</u>	Phone <u>(510) 747 4606</u>
By signing below, owner agrees to pay all costs, including any accrued interest, if the applicant does not pay costs. <input checked="" type="checkbox"/> Check here if billings are to be sent to applicant rather than owner.	By signing below, applicant agrees to pay all costs for processing this application, plus any accrued interest, if the costs are not paid within 30 days of invoicing.
Owner's signature <u>See enclosed</u>	Applicant's signature <u>M Miller for MetroPCS</u>

<b>CONTACT PERSON (optional)</b>	<b>PROJECT DATA</b>
Name <u>Maryann Miller Novak</u>	Total Parcel Size: <u>368,082 sq. ft</u>
Address <u>234 Marlow Drive</u>	Proposed Number of Units: <u>N/A</u>
City, State <u>Oakland, CA 94605</u>	Proposed Square Footage: <u>120 sq. ft.</u>
Phone <u>(510) 919-3224</u>	Estimated Project Value: <u>\$55,000</u>

DESCRIPTION OF REQUEST (attach supplemental statement if necessary): Proposed installation of architectural integrated wireless communication facility in new, matching rooftop cupola and associated equipment in basement, out of public view.

**OFFICE USE ONLY**

Application description: This is a request for a land use permit and modification to a final development plan for the installation of a new wireless telecommunications facility, including 6 antennas within a rooftop cupola and 4 associated equipment cabinets for MetroPCS.

Property description:

Ordinance Ref.:	TYPE OF FEE	FEE	S-CODE	Assessor's No.:
Area: <u>Discovery Bay</u>	*Base Fee/Deposit	\$ <u>3000.00</u>	S-	004-350-005
Fire District: <u>East Contra Costa</u>	Late Filing Penalty (+50% of above if applicable)	\$ <u>—</u>	S-066	Site Address: <u>5901 Marina Rd</u>
Sphere of Influence: <u>—</u>	1/2% est. value over \$100,000	\$	S-029	Zoning District: <u>P-1</u>
Flood Zone: <u>B</u>	#Units: x \$195.00	\$	S-014	Census Tract: <u>3040.00</u>
Panel Number:	Sq. Ft. x \$0.20	\$	S-052	Atlas Page: <u>N-29</u>
x-ref Files: <u>3016-80;</u>	Notification Fee	\$ <u>15.00 /</u> <u>\$30.00</u>	S-048	General Plan: <u>CR</u>
Tract <u>6145; 3042-81</u>	Fish & Game Posting (if not CEQA exempt)	\$ <u>75.00</u>	S-048	LP/DP Combination: <u>(YES) / NO</u>
	Env. Health Dept.	\$ <u>47.00</u>	5884	Supervisorial District: <u>3</u>
	Other:	\$		Received by: <u>Christine</u>
Concurrent Files:	<b>TOTAL</b>	\$ <u>3152.00</u>		Date Filed: <u>October 18, 2011</u>
	Receipt #	<u>CD11-2158</u>		<b>File Number:</b> <u>LP11-2080</u>

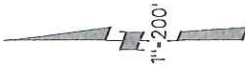
\*Additional fees based on time and materials will be charged if staff costs exceed base fee.

**INSTRUCTIONS ON REVERSE SIDE**

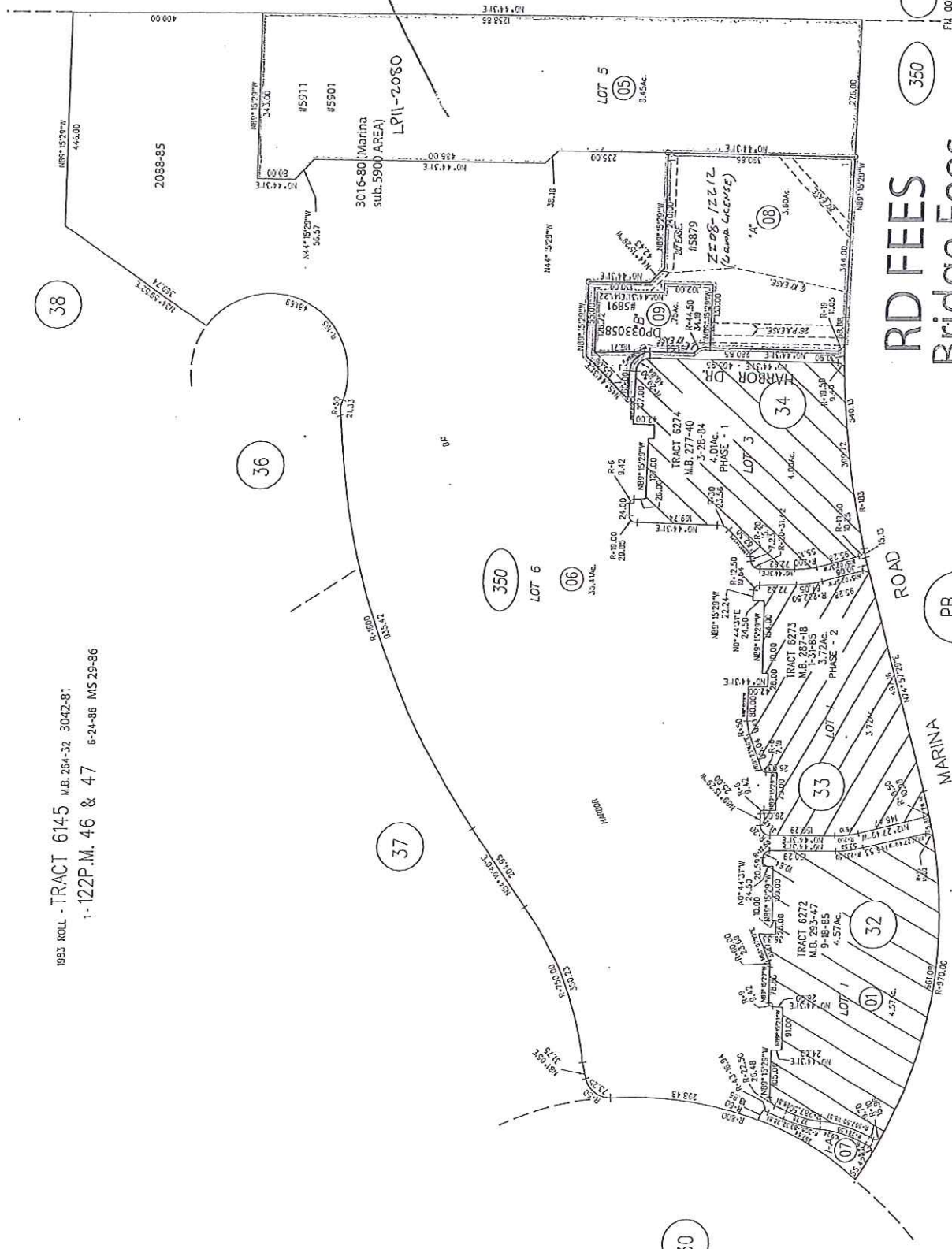


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1983 ROLL - TRACT 6145 M.B. 264-32 3042-81  
1-122P.M. 46 & 47 6-24-86 MS 29-86



site



ZM: N-29

# RD FEES Bridge Fees

FM 008-73

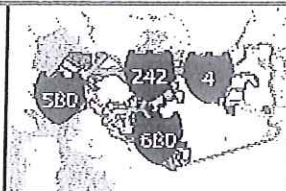
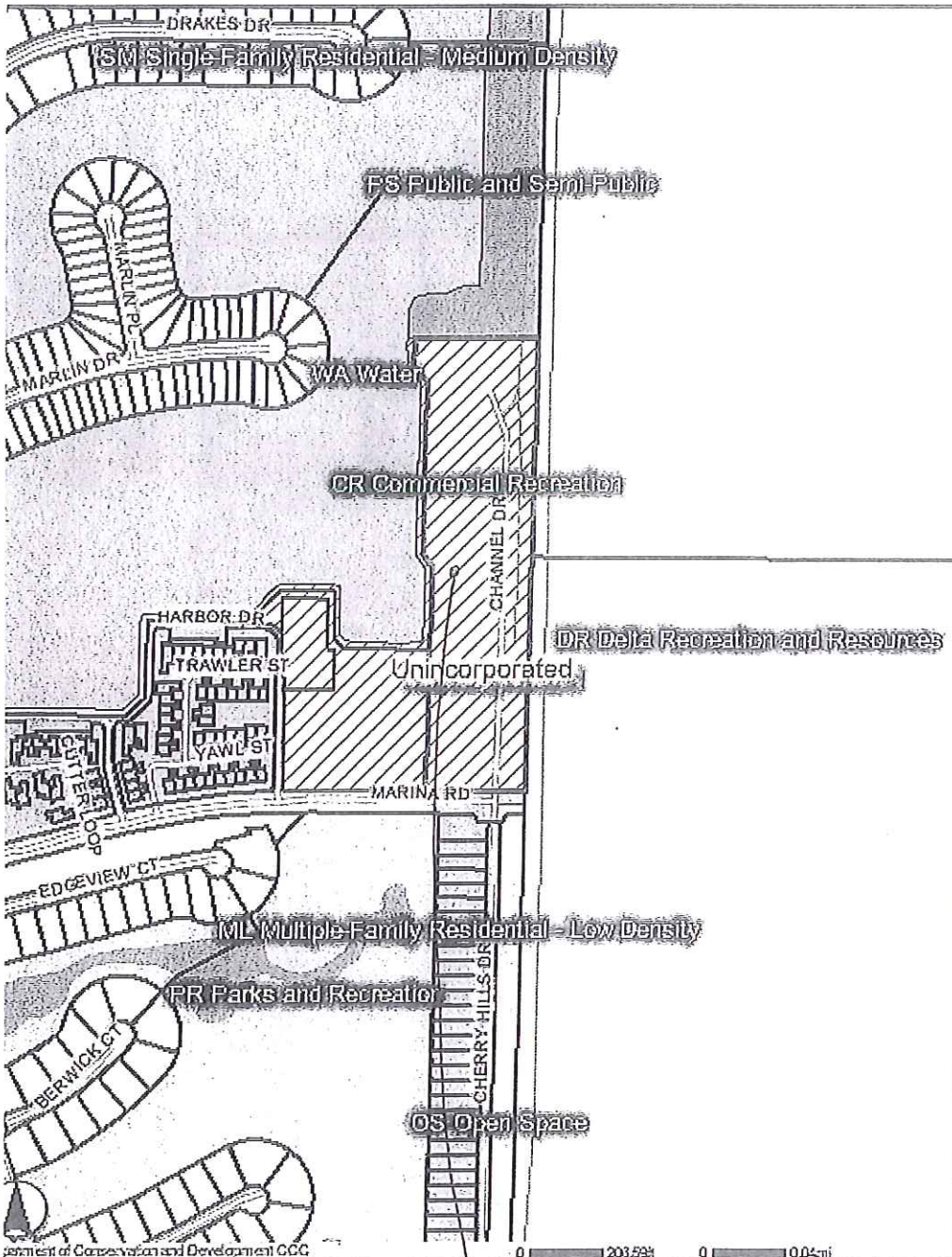
ASSESSOR'S MAP

BOOK 04 PAGE 35

FM 9-22,24 6-21-82

CONTRA COSTA COUNTY, CALIF.

# General Plan Map



**Select Layer**

- Parcels
- Highways
- Railways
- Streets
- Streets
- Major Highways
- Highways
- Major Roads
- Ramps
- Ferry Crossing

**General Plan**

- AC
- ACO
- AL
- AL O/BA
- BP
- CC
- CO
- CR
- DR
- HI
- LF
- U
- M-1
- M-10

Department of Conservation and Development CCC

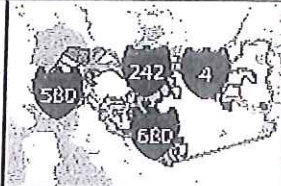
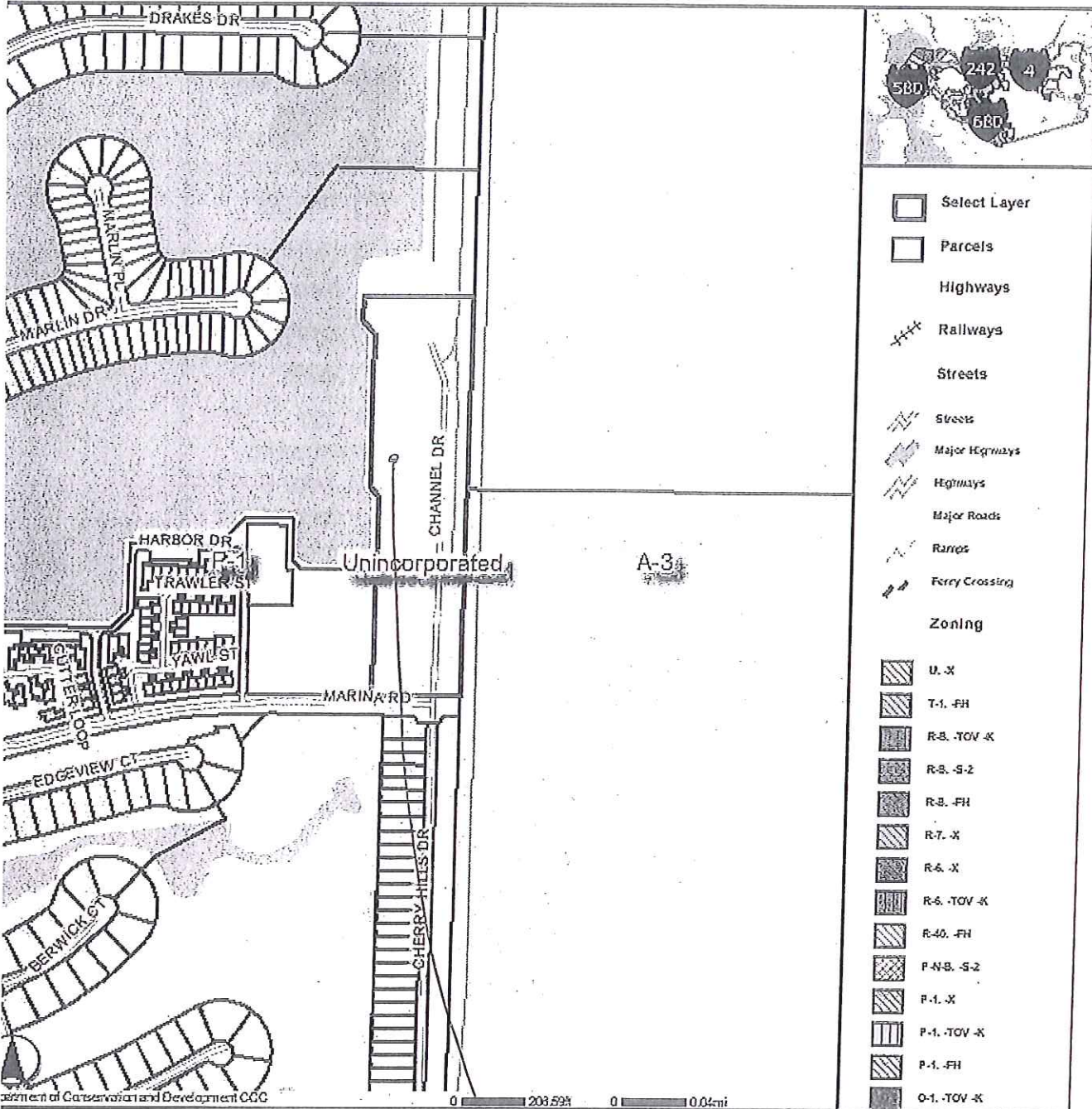
0 1203.994 0 10.04mi

site

er to the Accela GIS Administrators Guide for instructions on how to set the disclaimer text displayed in this area.



# Zoning Map



Select Layer

Parcels

Highways

Railways

Streets

Streets

Major Highways

Highways

Major Roads

Ranges

Ferry Crossing

Zoning

U-X

T-1-FH

R-8-TOV-X

R-8-S-2

R-8-FH

R-7-X

R-6-X

R-6-TOV-X

R-40-FH

P-NB-S-2

P-1-X

P-1-TOV-X

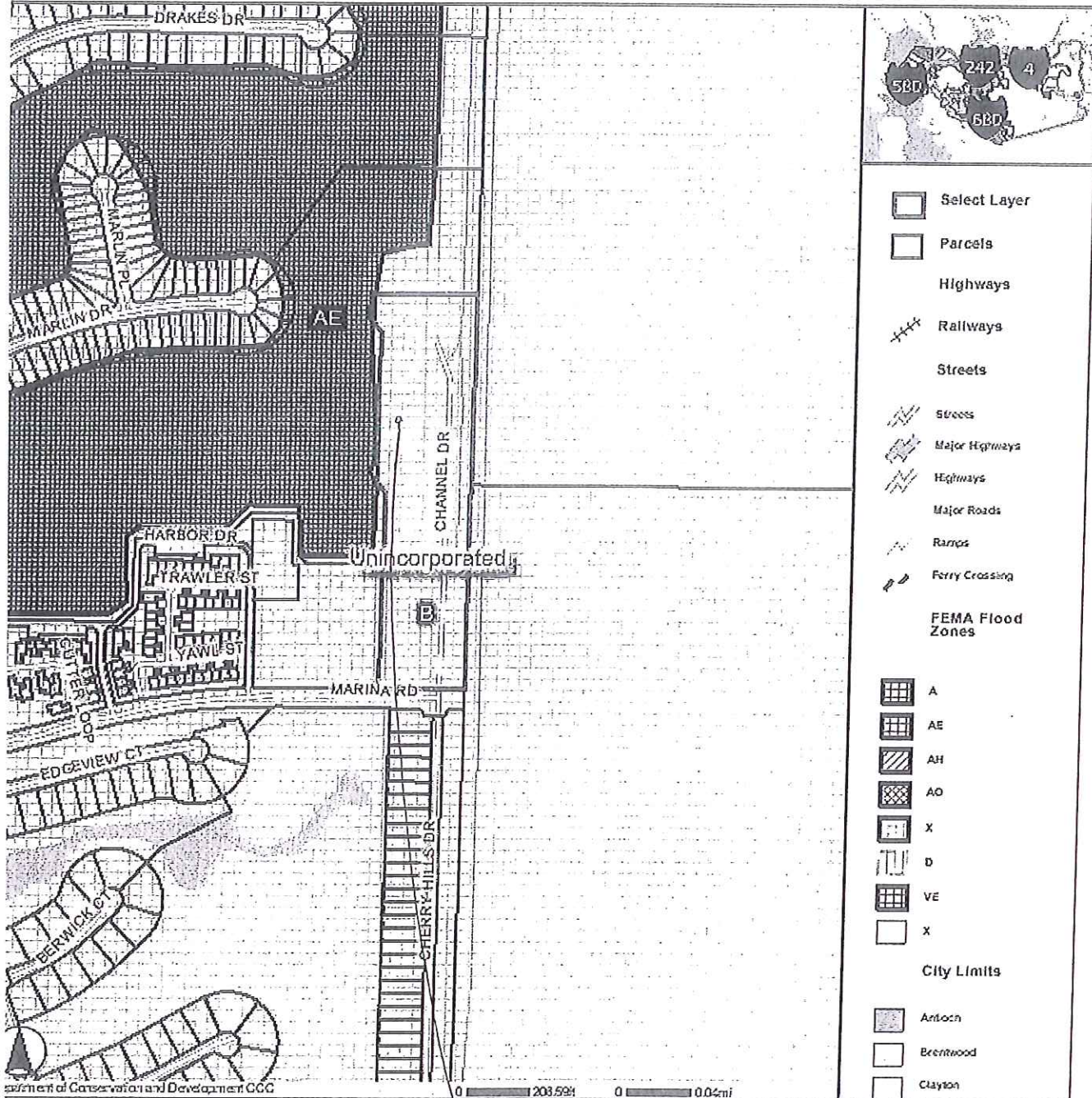
P-1-FH

O-1-TOV-X

site

er to the Accela GIS Administrators Guide for instructions on how to set the disclaimer text displayed in this area.

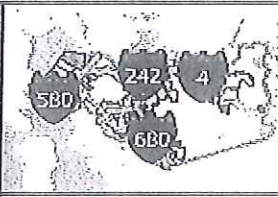
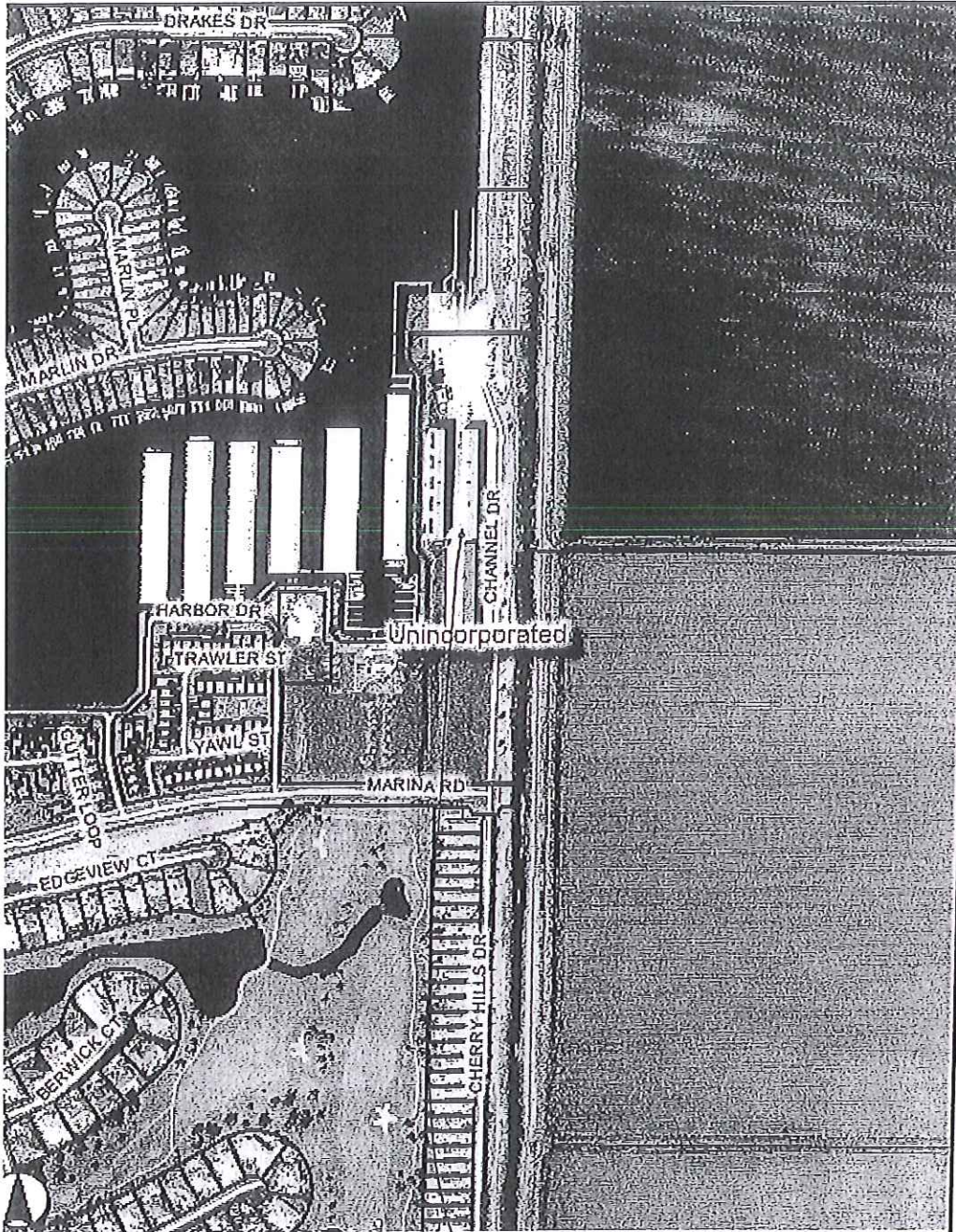
# Flood Zone Map



fer to the Accela GIS Administrators Guide for instructions on how to set the disclaimer text displayed in this area.



# Orthophoto Map



- Select Layer
- Parcels
- Highways
- Railways
- Streets
- Streets
- Major Highways
- Highways
- Major Roads
- Ramps
- Ferry Crossing
- City Limits**
- Antioch
- Brentwood
- Clayton
- Concord
- Darville
- El Cerrito
- Hercules
- Lafayette
- Martinez
- Moraga
- Oakley
- Orinda
- Pinole

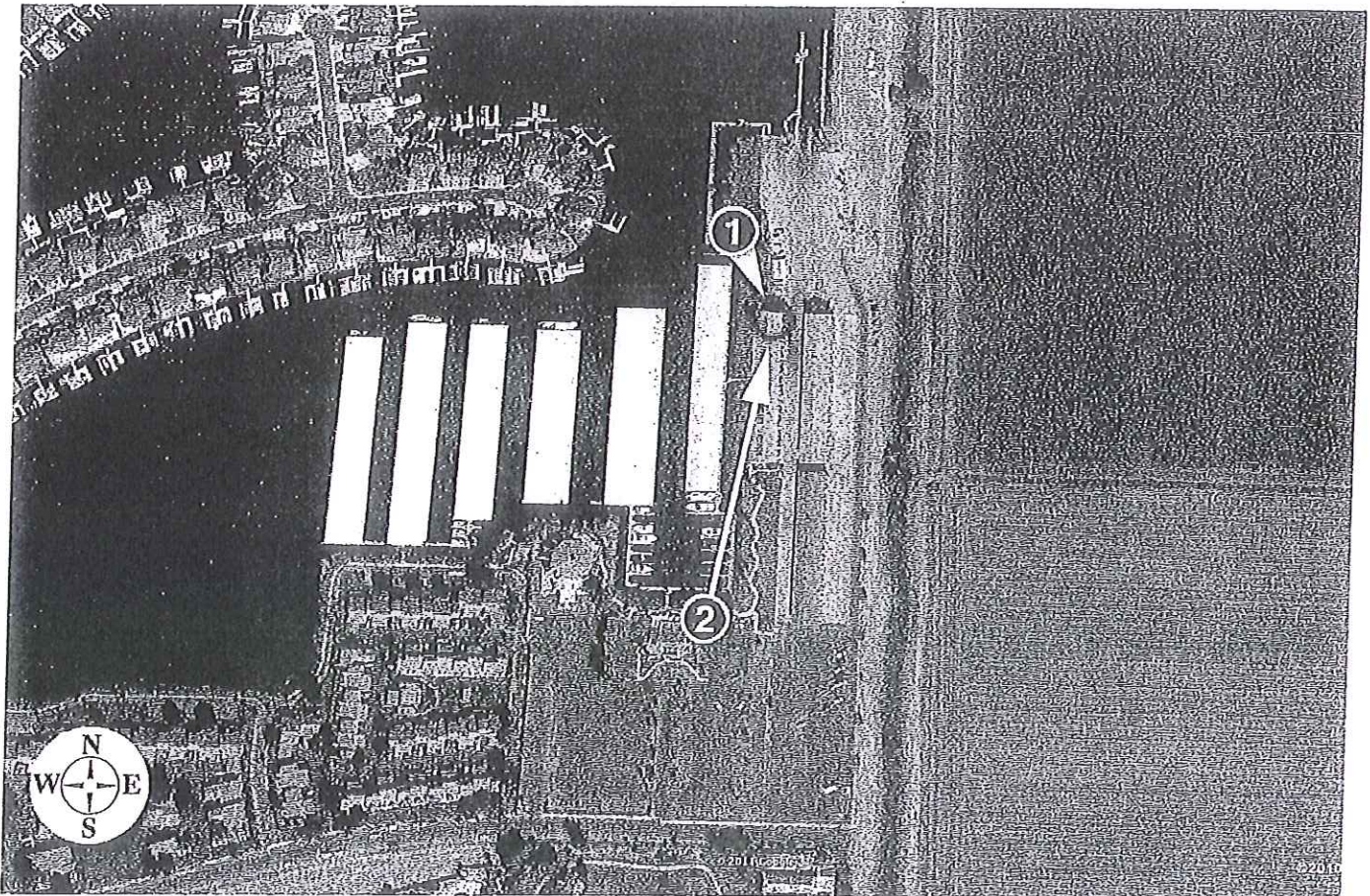
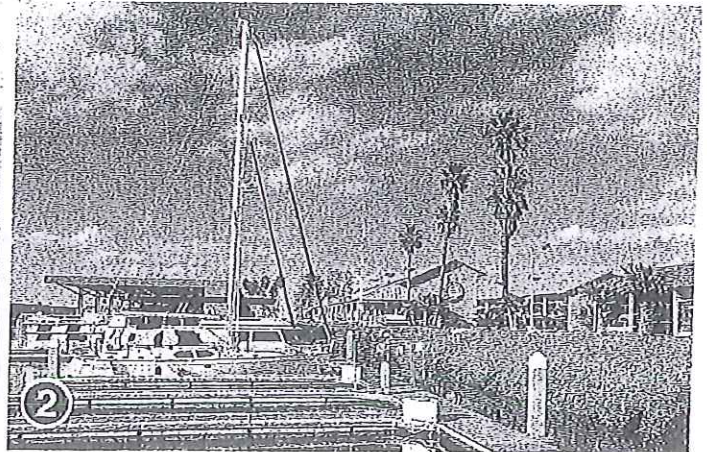
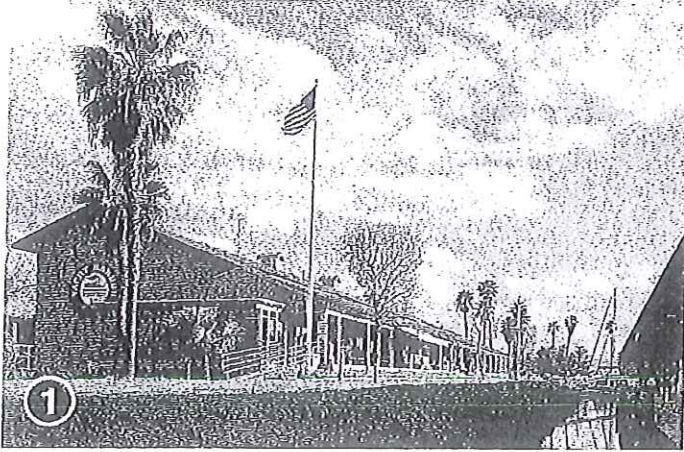
Department of Conservation and Development CCG 0 203.994 0 0.04mi

site.

refer to the ArcGIS Administrators Guide for instructions on how to set the disclaimer text displayed in this area.



RECEIVED  
OCT 18 2011  
LPII-2080  
GEOGRAPHIC DATA SECURITY  
COMMUNITY DEVELOPMENT























# Town of Discovery Bay

"A Community Services District"

## AGENDA REPORT

Meeting Date

November 2, 2011

Prepared By: Fairin Perez, Parks and Landscape Manager  
Submitted By: Rick Howard, General Manager

### Agenda Title

Design Services for Slifer Park Improvement Project – Phase I

### Recommended Action

Accept proposal and direct General Manager to execute contract documents with Bruce Jett Associates, Inc. in the amount of \$7,980.00 (plus reimbursables) for Slifer Park Improvement Project – Phase I.

### Executive Summary

On February 16, 2011 the Town of Discovery Bay Community Service District (TODBCSD) Board of Directors discussed an agenda item regarding possible park improvements to Slifer Park. As the park is owned by Contra Costa County Special Districts Department (CCCSDD), the Board directed Staff to send a letter of support for the Slifer Park Improvement Project and to initiate planning and approval processes with CCCSDD.

Discussions with CCCSDD put this project on a temporary hold until the processes and responsibilities between our two agencies could be decided upon with respect to the Regatta Park Basketball Project. Now that the Regatta Park project is ready to begin construction, our roles have been more defined in regards to Capital Improvement Projects and all parties are prepared to begin to plan for the Slifer Park project.

The Slifer Park Improvement project will be split into phases. The first phase will include the purchase and installation of two (2) shade structures. Other improvements will be made and planned for at a later date, once discussions on the determination of a dog park location are completed. The first step of the project is to contract for design services. TODBCSD will be responsible for hiring and directing the design of the shade structures, but approvals and final review will be facilitated by the County.

Due to the complexities of preparing documentation (specifications and drawings) that meet the standards and expectations of both the TODBCSD and CCCSDD, it is important to hire a consultant who understands and has abilities to successfully perform the scope of work in a timely manner. Bruce Jett Associates, Inc. has completed work for the TODBCSD which reflects knowledge and professionalism that will be required on this project.

Staff recommends that the Board accepts the Proposal from Bruce Jett Associates, Inc. and directs the General Manager to execute a contract for design services on the Slifer Park Improvement Project - Phase I in the amount of \$7,980.00 (plus reimbursables).

### Fiscal Impact:

Amount Requested \$7,980.00 (plus Reimbursables)  
Sufficient Budgeted Funds Available?: Yes  
Zone # 61 Category: Capital

### Previous Relevant Board Actions for This Item

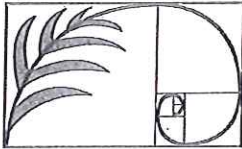
Discussion and direction to Staff to send letter of support for Slifer Park Improvement Project and begin planning process - February 16, 2011

### Attachments

Bruce Jett Associates, Inc. – Proposal for Landscape Architecture Services  
Contract – Slifer Park Improvement Project – Phase I, Design Services

AGENDA ITEM: F-4





**Bruce Jett Associates**  
LANDSCAPE ARCHITECTS

2470 Mariner Square Loop  
Alameda, CA 94501  
510.523.0998  
Fax 510.523.0992

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**PROPOSAL FOR LANDSCAPE ARCHITECTURE SERVICES**

---

**DATE:** September 30, 2011

**TO:** Fairin Perez  
Landscape Manager  
Town of Discovery Bay  
1800 Willow Lake Road  
Discovery Bay, CA 94505

**PROJECT:** Slifer Park Shade Structures

**CLIENT:** Town of Discovery Bay

**SCOPE OF WORK**

Bruce Jett Associates, Inc. (BJA) is pleased to provide landscape architecture services to the Town of Discovery Bay (TODB) to prepare designs and construction documents fixing and locating two pre-fabricated shade structures over existing improvements located in Slifer Park. The following outlines services and deliverables for the project. All work will be in conformance with TODB standards and shall meet or exceed the Town's highest expectations for professional Landscape Architecture design services.

---

**SCOPE OF BASE SERVICES**

Services include:

1. Pre-Design and Project Start – Up
  - a. Research and review shade structure designs and technical requirements from TODB preferred options
  - b. Visit site to verify existing conditions and understand general constructability issues
2. Construction Documents
  - a. Based upon site assessment and verification, aerial images and/or available existing as-built or design drawings, prepare electronic base drawing
  - b. Prepare 50% progress drawings for review by TODB, 90% drawings to be submitted to the County of Contra Cost for permit purposes, and final construction documents. Plans will include, but not necessarily be limited to:
    - i. Layout and dimensions fixing and locating shade structures
    - ii. Layout of access walks with notes for grading modifications, if modifications to existing walks are required
    - iii. Notes on the layout plan identifying changes to irrigation systems, if required

- iv. Details including stone post base, surface materials, site furnishings and related elements
  - v. Cost Estimate at the 50% completion phase of work
  - vi. Written Specifications
3. Bid Period Services
- a. Assist TODB with processing and issuing documents to bidders
  - b. Prepare for and attend one on-site pre-bid meeting
  - c. Respond to questions from bidders and process addenda to documents, if required
  - d. Review bids and make recommendations as to compliance with bid documents
4. Prepare for and attend two meetings with TODB representatives upon project start-up and to discuss 50% progress drawings

### **FEES AND EXPENSES**

The above services will be provided on a Time and Materials not to exceed basis by phase as follows:

1. Pre-Design and Project Start Up	\$ 630
2. Construction Documents	\$6,650
3. Bid Period Services	\$ 700

**Total Fees** **\$7,980**

### **Reimbursable Expenses**

Reimbursable expenses are not included in the above fees and will be billed on a cost + 10% basis. Please see our Schedule of Fees and Expenses below.

---

### **OPTIONAL ADDITIONAL SERVICES**

Fees for the following additional services are not included in the above Scope of Work and Fees and may be negotiated on a task by task basis or at stated hourly rates. BJA will provide a detailed estimate of fees and expenses for TODB approval prior to commencing with these services.

- 1. Structural Engineering Services: \$ 865
  - a. Services to be provided by DP Advanced Engineering Services
- 2. Construction Relate Services to be provided on a Time and Materials basis. Amounts \$3,000  
indicated are for budget purposes only. If it is necessary to increase the budget BJA will provide a revised budget for TODB approval prior to performing services
  - a. 2-3 Site visits to review work in progress and report to TODB as to compliance with construction documents
  - b. Respond to RFI's in written and drawing formats

---

### **EXCLUSIONS TO THE SCOPE OF WORK**

Services not included in the above Scope of Work and fees are outlined below. Some services not performed by BJA may be contracted through them. Fees for additional services to be provided by BJA may be negotiated on a task-by-task basis or at hourly rates stated in the attached Schedule of Hourly Rates.

- 1. Additional drawings or revisions to drawings due to changes related to found conditions, unknown conditions, or caused by changes due to the work of others.
- 2. Additional construction related services due to contractor changes, value engineering during construction, or non-compliant work by contractors.
- 3. Additional drawings in the event Building Permit submittals are required by multiple agencies.
- 4. Modifications or revisions to drawings once the TODB has approved them.



Fairin Perez, Landscape Manger  
Town of Discovery Bay  
Slifer Park Shade Structures  
10/27/2011  
Page 3 of 4

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**ESTIMATED WORK SCHEDULE**

BJA has reviewed our current workload and projected schedule and is available to commence work upon notification to proceed. BJA will meet all project milestones and deadlines, depending upon coordination of work by others, TODB review of drawings, and receipt of products to be furnished by other professionals.

Feel free to contact me anytime to discuss this Proposal, or if any of the above needs further clarification.

Sincerely,  
BRUCE JETT ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'Bruce B. Jett', with a horizontal line drawn through the middle of the signature.

Bruce B. Jett, Principal  
CRLA #3335

**SCHEDULE OF HOURLY RATES AND EXPENSES**

Hourly rates will be billed as follows in accordance with the above Scope of Work and Fees. Due to current economic conditions, fees outlined below reflect a 10% reduction in standard BJA hourly rates:

Principal	\$160.00
Senior Landscape Architect / Project Manager	\$110.00 - 125.00
Senior Landscape Designer	\$90.00 – 95.00
Landscape Designer	\$75.00 – 85.00
Clerical	\$55.00

**EXPENSES**

Printing, Plotting from CADD files and Reprographics by outside vendors	Cost + 10%
In-house Plots – 24”X36” SHEETS	\$1.38/S.F.
In-house plots – 30”X42” SHEETS	\$1.38/S.F.
Sub-consultants	Cost + 10%

Reimbursable travel expenses include vehicular mileage at \$0.55 per mile, bridge tolls and parking, airfare, transit fare, lodging and meals. Printing and reprographics receipts will be submitted with each monthly billing in accordance with the attached Scope of Services and Fees.

**LANDSCAPE ARCHITECTS ARE REGULATED BY THE CALIFORNIA ARCHITECTS BOARD AND LANDSCAPE ARCHITECTS TECHNICAL COMMITTEE. ANY QUESTIONS CONCERNING A LANDSCAPE ARCHITECT MAY BE REFERRED TO THE COMMITTEE AT:**

**CALIFORNIA ARCHITECTS BOARD  
LANDSCAPE ARCHITECTS TECHNICAL COMMITTEE  
400 R STREET, SUITE 4000  
SACRAMENTO, CA 95814**



**PROFESSIONAL SERVICE AGREEMENT**  
TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT /  
BRUCE JETT ASSOCIATES, INC.

SLIFER PARK IMPROVEMENT PROJECT – PHASE I, DESIGN SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the Town of Discovery Bay, a Community Services District formed under the laws of the state of California (“District”), and Bruce Jett Associates, Inc., a California corporation (“Consultant”).

RECITALS

A. District has determined that it requires the following professional services from a consultant: Landscape Architecture Services for Slifer Park Improvement Project – Phase I.

B. Consultant represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, District and Consultant agree as follows:

AGREEMENT

1. DEFINITIONS

- 1.1. “Scope of Services”: Such professional services as are generally set forth in Consultant’s September 30, 2011 proposal which is attached hereto as Exhibit A and incorporated herein by this reference.
- 1.2. “Approved Fee Schedule”: Such compensation rates as set forth in Consultant’s September 30, 2011 fee schedule attached hereto as part of Exhibit A and incorporated herein by this reference.
- 1.3. “Commencement Date”: November 4, 2011
- 1.4. “Expiration Date”: 25 days from Commencement Date for Preliminary Design Plans and all Final deliverables by January 18, 2012.

2. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 15 (“Termination”) below.

3. CONSULTANT'S SERVICES

- 3.1. Consultant shall perform the services identified in the Scope of Services. District shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Seven Thousand, Nine Hundred and Eighty Dollars (\$7,980.00) plus reimbursables unless specifically approved in advance and in writing by District.
- 3.2. Consultant shall complete all services relating to the Project no later than January 18, 2012.
- 3.3. Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to District. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.).
- 3.4. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The District Board of Directors shall be Consultant's project administrators and shall have direct responsibility for management and coordination of Consultant's performance under this Agreement. District shall not direct, control or supervise Consultant's employees or sub-consultants in the performance of the Scope of Work set forth in this Agreement.
- 3.5. Consultant shall provide progress copies of drawings, reports, specifications and other necessary information to the District and other engineers for coordination and review.
- 3.6. Consultant shall strictly observe and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or properties or their protection from damage, injury, or loss. Without limiting the foregoing, Consultant shall comply with all requirements, regulations, orders, and directives promulgated under the Federal Occupational Safety and Health Act, the California Occupational Safety and Health Act, and the California Safe Drinking Water and Toxic Enforcement Act of 1988.



4. COMPENSATION

- 4.1. District agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 4.2. Consultant shall submit to District an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, District shall notify Consultant in writing of any disputed amounts included on the invoice. Within forty-five (45) calendar days of receipt of each invoice, District shall pay all undisputed amounts included on the invoice. District shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 4.3. Additional services requested by District and not included in the Scope of Services may be required by the District. Such additional services shall be performed only in accordance with Change Orders, authorized and issued by District or District's designated representative. Each Change Order shall list the scope of services to be performed, state the time within which the work is to be completed, and designate any special conditions. Payments for any additional services requested by District shall be made to Consultant by District on a time-and-materials basis using the Approved Fee Schedule, unless otherwise stated in the Change Order.

5. OWNERSHIP OF WRITTEN PRODUCTS

- 5.1. All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain the property of District without restriction or limitation upon its use or dissemination by District. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. District shall indemnify Consultant from any liability arising from use of documents not in connection with the Scope of Services identified in this agreement.

6. RELATIONSHIP OF PARTIES

- 6.1. Consultant is, and shall at all times remain as to District, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of District or otherwise to act on behalf of District as an agent. Neither District nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of District. Consultant is not entitled to the rights or benefits afforded District employees, including, but not limited to, disability, unemployment or other insurance, or workers' compensation.

7. CONFIDENTIALITY

7.1. All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by District. District shall grant such consent if disclosure is legally required. Upon request, all District data shall be returned to District upon the termination or expiration of this Agreement.

8. INDEMNIFICATION

- 8.1. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend District, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property to the extent caused by any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of District's choice.
- 8.2. District shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due District from Consultant as a result of Consultant's failure to pay District promptly any indemnification arising under this Section 8 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 8.3. The obligations of Consultant under this Section 8 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives any statutory immunity under such statutes or laws as to District, its officers, agents, employees and volunteers.
- 8.4. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 8 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend District, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property to the extent caused by any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of District's choice.



- 8.5. District does not, and shall not; waive any rights that it may possess against Consultant because of the acceptance by District, or the deposit with District, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## 9. INSURANCE

- 9.1. During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
  - 9.1.1. Commercial General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000), per occurrence and in the aggregate, including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
  - 9.1.2. Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
  - 9.1.3. Worker's Compensation insurance as required by the laws of the State of California.
  - 9.1.4. Professional Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.
- 9.2. Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 9.3. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 9.4. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, District may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 9.5. At all times during the term of this Agreement, Consultant shall maintain on file with District a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the District and its officers, employees, agents and volunteers as additional insureds under Commercial General Liability. Consultant shall, prior to commencement of work under this Agreement, file with District such certificate(s).

- 9.6. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 9.7. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming District and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to District.
- 9.8. Commercial General Liability insurance provided by Consultant shall be primary to any coverage available to District. Any insurance or self-insurance maintained by District and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 9.9. All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the District.
- 9.10. Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of District, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to District, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 9.11. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 8 of this Agreement.

## 10. MUTUAL COOPERATION

- 10.1. District shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 10.2. In the event any claim or action is brought against District relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that District may require.

## 11. RECORDS AND INSPECTIONS

- 11.1. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. District shall have the right to access and examine such records, without charge, during normal business hours. District shall further



have the right to audit such records, to make transcripts there from and to inspect all program data, documents, proceedings, and activities.

12. NOTICES

- 12.1. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and District's regular business hours; or (ii) on the fifth business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to District:

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

With courtesy copy to:

Dan Schroeder, Attorney for Town of Discovery Bay CSD  
Neumiller & Beardslee  
P.O. Box 20  
Stockton, CA 95201  
Telephone: (209) 948-8200

If to Consultant:

Bruce Jett Associates, Inc.  
4 Orinda Way, Suite 100-D  
Orinda, CA 94563  
Telephone: (925) 254.5422  
Facsimile: (925) 258.0215

13. SURVIVING COVENANTS

- 13.1. To the extent required by applicable law, the parties agree that the covenants contained in Section 7, Section 8, Paragraph 10.2 and Section 11 of this Agreement shall survive the expiration or termination of this Agreement.

14. TERMINATION

- 14.1. District shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on thirty (30) calendar days' written notice to District. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All District data, documents, objects, materials or other tangible things shall be returned to District upon the termination or expiration of this Agreement.
- 14.2. If District terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

15. GENERAL PROVISIONS

- 15.1. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without District's prior written consent, and any attempt to do so shall be void and of no effect. District shall not be obligated or liable under this Agreement to any party other than Consultant.
- 15.2. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 15.3. Consultant agrees to comply with the regulations of District's "Conflict of Interest Code." Said Code is in accordance with the requirements of the Political Reform Act of 1974.

Consultant covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of service required hereunder. The term "conflict" shall include, as a minimum, the definition of a "conflict of interest" under the California Fair Political Practices Act and the Town of Discovery Bay Conflict of Interest Code, as that term is applied to consultants.

- 15.4. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted



for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

- 15.5. The waiver by District or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by District or Consultant unless in writing.
- 15.6. Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in District's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 15.7. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Contra Costa County, California.
- 15.8. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 15.9. This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 15.10. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between District and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by District and Consultant.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**Signatures contained on next page**

/ / /

/ / /

/ / /

/ / /



**“District”**  
**Town of Discovery Bay CSD**

**“Consultant”**  
**Bruce Jett Associates, Inc.**

By: \_\_\_\_\_  
Richard Howard, General Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_, 2011

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_, 2011



# Town of Discovery Bay

"A Community Services District"

## AGENDA REPORT

Meeting Date

November 2, 2011

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

**Agenda Title**

Groundwater Level Monitoring and Reporting Services

**Recommended Action**

Authorize General Manager to enter into a contract with Luhdorff and Scalmanini Consultants Engineers in an amount not to exceed \$17,350 for Engineering and Consulting services associated with a program for monitoring and reporting groundwater levels in production wells located in and operated by the Town of Discovery Bay.

**Executive Summary**

As a part of the Water Master Plan, the District's Water engineering firm, Luhdorff and Scalmanini Consultants Engineers, recommended that the District conduct a groundwater level monitoring and reporting program. This monitoring program will provide valuable information to the consultants and engineers in evaluating the long term sustainability of our drinking water supply network. Presently, we are not able to identify the details of an individual well without removing the well and conducting tests to quantitatively know the condition of a particular well. This project will include the installation of transducers into the wells themselves, "well head surveys" to determine the condition of the wells, and a groundwater basin assessment will also be conducted to more accurately determine the overall health of the groundwater basin.

The specifics of the project are contained within the Scope of Work, attached.

In addition to the above work effort, associated SCADA programming is also required. It is anticipated that SCADA costs will be approximately \$6,000. This is not included as part of the Luhdorff & Scalmanini scope of work.

This project is budgeted and is included as a part of the FY 2011-12 CIP budget. The budgeted amount for this project is \$36,000.00.

**Fiscal Impact:**

Amount Requested \$17,350

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**

Water Master Plan  
FY 2011-12 CIP Budget

**Attachments**

Scope of Work

AGENDA ITEM: F-5



October 13, 2011  
File No. 11-3-100

Mr. Rick Howard  
Town of Discovery Bay CSD  
1800 Willow Lake Road  
Discovery Bay, CA 94514

**SUBJECT: PROPOSAL  
GROUNDWATER LEVEL MONITORING & REPORTING  
TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT**

Dear Mr. Howard:

In response to your request, this letter outlines a scope for engineering and field services associated with the planning and implementation of a program for monitoring and reporting groundwater water levels in production wells and monitoring wells located and owned by the Town of Discovery Bay Community Services District (District).

**1. Project Understanding and Purpose**

As reported in the recently completed Water Master Plan, groundwater level data are limited as there has yet been a systematic monitoring program implemented by the District. The limited-available water level data from the District's supply wells suggest that static water levels are lower than observed in the early 1990s and 2000s. However there is insufficient data to indicate whether current levels of pumping represent an adverse trend. Besides the possible influence of drought, groundwater level observations indicate seasonal fluctuations that should be better quantified. An understanding of climatic and seasonal water level fluctuations is essential to being able interpret of groundwater conditions that are of importance to the long-term viability of Discovery Bay's source of supply.

The Water Master Plan included several Capital Improvement Program (CIP) items aimed at developing a water level data base to be used evaluate whether there is sufficient water available to meet current and future water requirements of the project. The CIP improvements included Items 5a through 5d summarized below:

- CIP Item 5a- Install Transducers: Install permanent transducers and data loggers to automate groundwater level monitoring.
- CIP Item 5b- Install Monitoring Wells: Install shallow monitoring wells to expand the multi-aquifer water level and water quality monitoring network to assess the potential for cross flow between Aquifer A and B.

- o CIP Item 5c- Survey Wellheads: Conduct wellhead surveying of all wellheads to establish reference point elevations and a common datum for all water level measurements.
- o CIP Item 5d- Groundwater Basin Assessment: Conduct a formal groundwater basin assessment that includes the following tasks and objectives: 1) Identify other nearby wells to serve in local groundwater characterization and monitoring; 2) Conduct quarterly static water level surveys and assess seasonal and longer-term changes to identify the direction of groundwater flow and to interpret the general direction of recharge to the aquifer; 3) Design and conduct aquifer testing at selected locations, with multi-aquifer monitoring, to further analyze the extent of the primary production aquifer and inter-aquifer groundwater movement; and 4) Estimate perennial yield of aquifer system based on available historical data and refined as appropriate by accumulated monitoring data.

The District has requested that LSCE to provide a scope of work to complete CIP Items 5a and 5c. Items 5b, 5d and 5e will be addressed at a latter date. Therefore, this proposal presents LSCE's scope, budget and schedule to a) install transducers to automate groundwater level monitoring, and b) conduct elevation surveying of all wellheads to establish reference point for all water level measurements.

## 2. Background

The District operates five groundwater supply wells (Wells 1B, 2, 4A, 5A and 6). Wells 1B, 2 and 6 deliver water to Willow Lake WTP, and Wells 4A and 5A deliver water to the Newport WTP. Monitoring wells (seven total) are installed at three of the supply well sites: two (a shallow and deep zone) monitoring wells at production Wells 1B and 4A; and three (a shallow, deep and deeper zone) monitoring wells at Well 6. Information on the production wells and the associated monitoring wells are indicated in the Table 1 below.

**Table 1- Production Well & Transducer Information  
 Town of Discovery Bay**

	Well 1B <sup>1</sup>	Well 2	Well 4A <sup>2</sup>	Well 5A	Well 6 <sup>3</sup>
<b>WELL INFO</b>					
Drilling Date	1995	1971	1996	1991	2009
Well Diameter (inch)	16"	12"	16"	16"	18"
Well Depth (ft)	350'	348'	357'	357'	360'
Top Screen Interval	271'/289'	245'/335'	307'/347'	261'/291'	270'/295'
Water Level Monitoring Device	Bubbler	Bubbler	Transducer	Transducer	Transducer
Transducer Depth (ft, below ground surface)	Unknown	Unknown	Unknown	Unknown	250'

Notes:



- 1) Well 1B has two, 2-inch diameter monitoring wells: "Shallow" (screened from 100 to 130 ft bgs.), and "Deep" (screened 270 to 289 bgs, and 309 to 338 bgs.)
- 2) Well 4A has two, 2-inch diameter monitoring wells: "Shallow" (screened from 122 to 142 ft bgs.), and "Deep" (screened 259 to 268 bgs, and 307 to 347 bgs.)
- 3) Well 6 has three, 2-inch diameter monitoring wells: "Shallow" (screened from 100 to 130 ft bgs.), and "Deep" (screened 270 to 289 bgs, and 309 to 338 bgs.)

### 3. Scope for Work

LSCE's proposed project includes five tasks. A description of the key activities associated with each task is presented below.

#### *Task 1: Survey Production Well and Monitoring Well Head Elevations*

Task 1 includes conducting a field survey to obtain the elevations of the five existing production well heads and the seven existing water monitoring wells. The survey will include surveying and recording horizontal and vertical coordinates using GPS field surveying equipment. The well locations and elevations will be plotted on the District's water system base map.

#### *Task 2: Evaluate Existing Water Level Measuring Devices and Install Temporary Transducers in Existing Monitoring Wells*

Task 2 will include an assessment of the existing production well water level measuring devices (transducers or bubblers). The assessment will focus on the current operational status and accuracy. The accuracy will be evaluated by comparing the transducers read-out on the PLC screen to LSCE field measurement obtained using a sounder. The transducer/bubblers will then be removed and physically inspected. An assessment will be made in the field as to the specific transducer upgrade and/or replacement if appropriate. The testing, inspection results, and upgrade recommendations will be summarized in the Task 5 report discussed below. Task 2 will also include the installation of temporary transducers in six of the seven monitoring wells discussed above.

#### *Task 3: SCADA System Assessment*

The District has a SCADA (supervisory control and data acquisition) system that monitors and controls the District's water supply wells, treatment, storage and distribution system. The five existing wells have water level sensing devices that are connected to a programmable logic controller (PLCs) capable of sending electronic data to the supervisory system designed to allow the District's operators to monitor pumping water levels, and well flow and pressure. These parameters are displayed on the PLC panel, but the capability to be able to record and retrieve the data is not known. Currently, it does not appear possible for the water system operator to provide historic water level information. Therefore, Task 3 will include an assessment of the current SCADA system and the upgrades needed to display real-time water levels data and record/retrieve historic water level information. For cost purposes, Task 3 assumes District will provide a knowledgeable system programmer that understand the current SCADA system, that will accompany LSCE during the well site visits, and then complete a brief report that describes the current water level transmittal system and how the current SCADA system currently operates to collect, record, maintain and access the groundwater level data. The report will specify

commendations and costs for upgrades to fully automate the system.

*Task 4: Database Creation*

The District currently lacks a data base of historic water level data. Therefore, Task 4 includes: a) gathering all available water level measurements and organizing the data into a single database and, b) creating a database management system that can be queried to quickly display the information in the form of a hydrograph that illustrates the historical record of aquifer water levels measured within a well. By collecting all of the data into a single location, future users will be able to more rapidly view and search the entire record without hunting through various folders and files. As discussed above, a long term water level record for each well is important to be able to identify trends and whether water levels are rising, stable, or declining. Seasonal impacts on aquifers will be depicted by the hydrograph, i.e., water levels will drop during summer as demands on the aquifer increase, and rise during the rainy season in response to a demand reduction and increase in recharge.

These hydrograph “forms” allow the user to produce professional quality, easily interpreted figures for each well location. As new data is transmitted/collected and added to the database, figures will be automatically updated to include the new data. This function is especially useful for periodic review and (semi-) annual reporting. Overall, the new database will save time and money by making the data more readily accessible and automating repetitive tasks.

*Task 5: Prepare Technical Report*

A technical report will be prepared that summarizes the work performed, document the results, and include recommendations and costs for upgrading the individual water level monitoring equipment and SCADA/reporting system. The report will include the following:

- A scaled base map in electronic format that include the horizontal and vertical coordinates and the well head elevations for the District five production wells and seven monitoring wells.
- An assessment of the existing production well water level measuring devices (transducers or bubblers) including the testing and inspection results, and measuring device upgrade recommendations. The construction details and initial monitoring results from the temporary transducers in six of the seven monitoring wells will also be summarized.
- An assessment of the current SCADA system and the upgrades/costs to display real-time water levels data, record historic water level information, and to convey the information to District’s database/users.
- A Ground Water Level Well Database that will include hydrographs, well descriptions and water level data for each well. Information in the database will be retrievable by using the base map to zoom into the area of interest and clicking on the well marker. The retrievable information will include a hydrograph, well details, and water level data for each of the District’s wells.



#### 4. Cost Estimate

Our estimate of costs for engineering and field services, by Task, are summarized in the following table.

Task	Description	Outside Services	Engr. Services	Total
1	Survey Production Well and Monitoring Well Head Elevations, and Base Map Preparation	350 <sup>1</sup>	2,800	3,150
2	Evaluate Existing Water Level Measuring Devices Units and Install Temporary Transducers in Existing Monitoring Wells	3,800 <sup>2</sup>	1,500	5,300
3	SCADA System Assessment	0 <sup>3</sup>	1,400	1,400
4	Database Creation	n/a	3,000	3,000
5	Prepare Technical Report	n/a	4,500	4,500
<b>Totals</b>		\$4,150	\$11,900	\$17,350

**Notes:**

- (1) Includes GPS survey equipment
- (2) Includes purchase of temporary transducers for six of the seven monitoring wells.
- (3) Assumes cost for SCADA/Electrical Sub consultant to be paid for by the District.

LSCE proposes to perform the work described under Tasks 1 through 5 for a sum of \$17,350. The proposed project sum includes LSCE's labor under each task and outside services in accordance with LSCE's Schedule of Fees for Engineering and Field services (attached). In the event that LSCE is directed to deviate from the proposed scope, or as dictated by unforeseen field conditions, LSCE will provide notification of any potential changes in the estimated cost and time to complete the work. LSCE will not proceed with any work that deviates from the approved scope and budget until approval to proceed is granted.

#### 5. Schedule

The above work can be completed within four weeks of receiving formal notice from the District to proceed. LSCE is planning on conducting the Well and Well Pump Station Testing in late October/early November. This testing is a continuation of an established 2-year cycle for inspection and performance testing of the well and pump station facilities and it makes sense to combine this testing with water level related field work defined above.

Mr. Rick Howard  
October 13, 2011  
Page 6

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We appreciate the opportunity to provide you with this scope and budget. Please call if you have any questions.

Sincerely,

LUHDORFF AND SCALMANINI,  
CONSULTING ENGINEERS



John Fawcett, PE

Attachments: Schedule of Fees for Engineering and Field Services



**LUHDORFF AND SCALMANINI  
CONSULTING ENGINEERS  
500 FIRST STREET  
WOODLAND, CALIFORNIA 95695**

**SCHEDULE OF FEES - ENGINEERING AND FIELD SERVICES  
January 2011**

<b>Professional:</b> *	
Senior Principal	\$ 245.00/hr.
Principal Professional	\$ 188.00/hr.
Project Manager	\$ 170.00/hr.
Senior Professional	\$ 153.00/hr.
Project Professional	\$ 137.00/hr.
Staff Professional	\$ 98.00/hr.
<b>Technical:</b>	
Engineering Inspector	\$ 98.00/hr.
Engineering Assistant	\$ 88.00/hr.
Technician	\$ 92.00/hr.
ACAD Drafting	\$ 97.00/hr.
<b>Clerical Support:</b>	
Word Processing, Clerical	\$ 58.00/hr.
*****	
Vehicle Use	\$ 0.60/mi.
Aircraft Use	\$ 375.00/hr.
Subsistence	Cost Plus 15%
Groundwater Sampling Equipment (Includes Operator)	\$ 170.00/hr.
Copies	.20 ea.
*****	
Professional or Technical Testimony	200% of Regular Rates
Requested Technical Overtime	150% of Regular Rates
Outside Services/Rentals	Cost Plus 15%
Services by Associate Firms	Cost Plus 15%

\* Engineer, Geologist, Hydrogeologist, and Hydrologist

NO BACK UP  
DOCUMENTATION  
FOR THIS AGENDA  
ITEM # G



NO BACK UP  
DOCUMENTATION  
FOR THIS AGENDA  
ITEM # H

NO BACK UP  
DOCUMENTATION  
FOR THIS AGENDA  
ITEM # I



NO BACK UP  
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FOR THIS AGENDA  
ITEM # J

NO BACK UP  
DOCUMENTATION  
FOR THIS AGENDA  
ITEM # K-1





# TOWN OF DISCOVERY BAY CSD

A COMMUNITY SERVICES DISTRICT

President - Kevin Graves • Director - Brian Dawson • Director - Mark Simon • Director - Chris Steele • Director - Ray Tetreault

MINUTES OF THE REGULAR MEETING OF  
THE COMMUNICATIONS COMMITTEE  
OF THE TOWN OF DISCOVERY BAY CSD  
Wednesday September 21, 2011  
1800 Willow Lake Road, Discovery Bay, California  
Website address: [www.todb.ca.gov](http://www.todb.ca.gov)

### Communications Committee Members

Kevin Graves, Chair; Chris Steele, Vice-Chair; Amanda Dove; Jennifer Mixon; Chris Middleton

### REGULAR MEETING 5:15 P.M.

#### A. ROLL CALL

The meeting was called to order at 5:17 p.m. by Board President Graves. All Committee Members were present with the exception of Committee Member Mixon.

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

There were no Public Comments.

#### C. APPROVE MINUTES

On Motion by Committee Member Middleton, Second by Committee Member Steel, the minutes were approved from the July 20, 2011 and August 10, 2011 Communications Committee Meetings.  
The motion carried by the following vote: AYES: 4, NOES: 0, ABSENT: 1- Mixon

#### D. DISCUSSION ABOUT EXISTING AND POTENTIAL FUTURE METHODS OF COMMUNICATION

##### 1. Social Media Update

General Manager Howard and Committee Member Dove discussed social media opportunities. General Manager Howard will review the previously Board adopted policy related to the internet and bring that policy back to the next meeting to review with the Committee.

##### 2. Use of Town of Discovery Bay CSD Website

General Manager Howard indicated that staff was presently in the process of working with web engineers to make improvements to the District's website. The Committee recommended that social media links be made apart of those changes.

##### 3. Electronic Message Signage Options

General Manager Howard provided some options for consideration relative to a community message board. The committee asked about pricing for a variety of different types of signs. The General Manager will report back with those results at the next meeting.

##### 4. Newsletters and their use in local government

General Manager Howard provided copies of various local government's newsletters in electronic format (distributed a CD). The General Manager will work with Committee Members Middleton and Dove to address regularity of distribution and costs prior to the next meeting.

#### E. SET COMMITTEE CALENDAR

The next committee meeting was set for Wednesday October 19, 2011 at 5:30 p.m.

#### F. FUTURE DISCUSSION/AGENDA ITEMS

Redefine Purpose of Committee

#### G. ADJOURNMENT

The meeting was adjourned at 6:28 p.m.



# TOWN OF DISCOVERY BAY CSD

A COMMUNITY SERVICES DISTRICT

President - Kevin Graves • Director - Brian Dawson • Director - Mark Simon • Director - Chris Steele • Director - Ray Tetreault

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MINUTES OF THE REGULAR MEETING OF  
THE COMMUNITY CENTER COMMITTEE  
OF THE TOWN OF DISCOVERY BAY CSD  
September 22, 2011  
1800 Willow Lake Road, Discovery Bay, California  
Website address: [www.todb.ca.gov](http://www.todb.ca.gov)

Community Center Committee Members  
Ray Tetreault, Chair, Chris Steele, Vice Chair, Bob Abbadie, Sean O'Toole, Jim Mattison

**REGULAR MEETING 3:00 P.M.**

**A. ROLL CALL**

The business meeting was called to order 3:06 p.m. by Chairman Tetreault and all members were present

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

Resident Jeff Barber addressed the Committee regarding the Hofmann owned property at 1520 Discovery Bay Boulevard and their proposal to build eighty (80) residential units at that location and the lack of water capacity to serve that location.

**C. APPROVE MINUTES OF July 19, 2011 COMMUNITY CENTER COMMITTEE MEETING**

On a motion by Member Abbadie, Second by Member Steele, the minutes were approved of the August 24, 2011 Community Center Committee. The motion carried by the following vote: AYES: 5; NOES: 0.

**D. UPDATE ON COMMUNITY NEEDS SURVEY**

Committee member O'Toole provided the committee and public with an update on the Community Center Survey and its results.

Based upon the survey results, the preferred location for a future community center is survey location #1 (Discovery Bay Boulevard and Willow Lake Road/Sand Point Road). The second preferred survey location is #4 (behind the US Post Office on Bixler Road). On a consensus vote, all Committee members identified these two (2) sites as the preferred location(s) for a future Community Center site

On a motion by Member Mattison, Second by Member Abbadie, the committee voted to close the survey effective September 30, 2011. The motion carried by the following vote: AYES: 5, NOES: 0

There was a discussion regarding the two (2) corner properties -- Discovery Bay Boulevard and Willow Lake Road/Sand Point Road. The Committee was also notified that the Discovery Bay Boulevard and Willow Lake Road site is presently for sale and potentially available to the District. The committee discussed that site as well as the Hofmann Development site (Discovery Bay Boulevard and Sand Point Road).



Committee Chair Tetreault asked staff to provide the Committee with a copy of the development agreement between the County and Hofmann Development prior to the next Community Center Committee meeting.

**E. REVIEW COMMUNITY CENTER SITE VISITS**

Committee member Steele provided information on a tour he took of the Brentwood Senior Center.

Committee Member O'Toole provided a breakdown of the budget of the City of Antioch Recreation Services Department.

**F. DISCUSSION RELATING TO FINANCING OPPORTUNITIES**

General Manager Howard provided information to the committee to review relative to the possibility of establishing a community foundation tasked with raising money for the community center project. Mr. Howard indicated that he would bring this back to the committee as an action item at the next meeting.

**G. REVIEW PROJECT PLAN AND MILESTONE SCHEDULE**

Committee member O'Toole updated the committee on the Project Plan with a December 31, 2011 date to make a final report to the full CSD Board in mind.

On a motion by Committee Member O'Toole, Second by Committee Member Mattison, the Committee voted to direct staff to begin the process of developing the "draft" set of recommendations to the Board from the Committee. The motion carried by the following vote: AYES: 5, NOES: 0.

**H. SET COMMITTEE CALENDAR**

The next Community Center Committee meeting is scheduled for Tuesday, October 18, 2011 at 3:00 p.m.

**I. FUTURE DISCUSSION/AGENDA ITEMS**

Staff will make contact with Catherine Kutsuris, Director, Contra Costa County, Department of Conservation and Development.

**J. ADJOURNMENT**

The meeting was adjourned at 4:10 pm.



# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

President - Kevin Graves • Vice-President - Chris Steele • Director - Brian Dawson • Director - Mark Simon • Director - Ray Tetreault

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October 20, 2011

Gary Kupp  
Contra Costa County  
Department of Conservation and Development  
Community Development Division  
651 Pine Street, 4<sup>th</sup> Floor, North Wing  
Martinez, CA 94553-0095

RE: County File Number LP11-2074 (AT&T)

Dear Mr. Kupp:

The Town of Discovery Bay Community Services District Board of Directors heard testimony and took under consideration the above referenced matter at their regular meeting of October 19, 2011.

The Board had no negative comments.

Sincerely,

Rick Howard  
General Manager, Town of Discovery Bay

Cc: Board of Directors  
Delta Community Presbyterian Church



Received

OCT 27 2011

### The Board of Supervisors

County Administration Building  
651 Pine Street, Room 106  
Martinez, California 94553

John Glola, 1<sup>st</sup> District  
Gayle B. Uilkema, 2<sup>nd</sup> District  
Mary N. Piepho, 3<sup>rd</sup> District  
Karen Mitchoff, 4<sup>th</sup> District  
Federal D. Glover, 5<sup>th</sup> District

### Contra Costa County



David Twa  
Clerk of the Board  
and  
County Administrator  
(925) 335-1900

October 20, 2011

Mr. Jeffrey S. Stuart  
Fishery Biologist  
National Marine Fisheries Service  
Sacramento, CA 95814

Mr. Rodney R. McInnis  
National Marine Fisheries  
Southwest Region  
501 West Ocean Boulevard, Suite 4200  
Long Beach, CA 90802-4213

Ms. Jennifer Norris  
US Fish and Wildlife Service  
San Francisco Bay-Delta Fish and Wildlife Office  
650 Capitol Mall, Suite 8-300  
Sacramento, CA 95814

**RE: Request to Extend Water Hyacinth Control BO to November 30, 2011**

Dear Sirs and Madam:

Two unusual circumstances have contributed to the continued persistence of significantly large mats of water hyacinth in the Sacramento Delta: (1) Delay in obtaining an extension of the BO until late August, 2011; and (2) continued very warm air/water conditions throughout October. The delay allowed larger than normal populations to develop, unchecked between late spring and mid-summer, and the elevated temperatures permit water hyacinth to expand the infested area throughout October and very likely through November.

If control operations cease at the end of October at the current end-date for the BO, then populations will continue to persist and will certainly expand until very cold weather occurs: December to February. This in turn will set the stage for a much larger spring 2012 "nursery" that will no doubt require more herbicide applications and may even create conditions that overwhelm available crews and resources by early summer, 2012.

For these reasons, the Contra Costa County Board of Supervisors supports the USDA-ARS and California Department of Boating and Waterways formal request for a one-time, 30 days extension of BO for the water hyacinth control project (WHCP) conducted by the California Department of Boating and Waterways.

During this extension, through November, all normal monitoring, herbicide application protocols and compliance procedures will be continued. *It should be noted that due to the delay of several months in early spring 2011, the total "load" and use of herbicides for this season was greatly reduced compared to the usage during normal full-season program.*

Given the urgency of this problem, we would appreciate a decision by October 27, 2011.

Thank you for your prompt consideration of this request.

Sincerely,



GAYLE B. UILKEMA  
Chair, Board of Supervisors

cc: Members, Contra Costa County Board of Supervisors  
D. Twa, County Administrator  
C. Christian, Nielsen, Merksamer, Parrinello, Gross & Leoni