



TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT

***COMMUNITY CENTER
AGENDA PACKET***

For the Meeting of Monday
February 4, 2013

7:30P.M. Meeting

District Office
1800 Willow Lake Road



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

President – Ray Tetreault • Vice-President – Mark Simon • Director – Kevin Graves • Director – Bill Pease • Director – Chris Steele

**NOTICE OF THE MEETING
OF THE COMMUNITY CENTER COMMITTEE
OF THE TOWN OF DISCOVERY BAY
Monday, February 4, 2013
COMMUNITY CENTER MEETING 7:30 P.M.
1800 Willow Lake Road, Discovery Bay, California
Website address: www.todb.ca.gov**

Community Center Committee Members

Kevin Graves, Chair; Chris Steele, Vice-Chair; Diane Alexander, Paul Emmett, Jim Mattison

COMMUNITY CENTER MEETING 7:30 P.M.

A. ROLL CALL

1. Call business meeting to order 7:30 p.m.
2. Roll Call

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

During Public Comments, the public may address the Committee on any issue within the Committee's jurisdiction which is not on the agenda. The public may comment on any item on the Agenda that is before the Committee for consideration. Any person wishing to speak must come up and speak from the podium. There will be no dialog between the Committee and the commenter. Any clarifying questions from the Committee must go through the Chair.

C. APPROVE MINUTES

1. DRAFT Minutes of previous Community Center meeting dated January 24, 2013

D. NEW BUSINESS AND ACTION ITEMS

1. Review, Discussion and Possible Recommendation relating to Operating and Capital Budget for Discovery Bay Community Center
2. Review, Discussion and Possible Recommendation relating to the Official Name and Logo of the Future Community Center
3. Review, Discussion and Possible Recommendation relating to the Mission Statement of the Future Community Center
4. Review of Responses to Town of Discovery Bay Athletic Club Operational Request for Proposals
5. Review, Discussion and Possible Recommendation relating to the User Fees of the Future Community Center

E. FUTURE AGENDA ITEMS

F. ADJOURNMENT

1. Adjourn to the next Community Center Committee meeting at 1800 Willow Lake Road Located behind the Delta Community Presbyterian Church

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

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



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

President – Ray Tetreault • Vice-President – Mark Simon • Director – Kevin Graves • Director – Bill Pease • Director – Chris Steele

**MINUTES OF THE MEETING
OF COMMUNITY CENTER COMMITTEE
OF THE TOWN OF DISCOVERY BAY
Thursday, January 24, 2013
REGULAR MEETING 7:00 P.M.
1800 Willow Lake Road, Discovery Bay, California
Website address: www.todb.ca.gov**

Community Center Committee Members

COMMUNITY CENTER MEETING 7:00 P.M.

A. ROLL CALL

Call business meeting to order – 7:00 p.m. by Kevin Graves

Roll Call – All Present - Diane Alexander arrived at 7:45 p.m.

General Manager Howard – Stated the Community Center Sub-Committee met and concurred that Chairman for the Community Center Committee will be Director Kevin Graves and the Vice-Chair will be Director Chris Steele

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

None

C. NEW BUSINESS AND ACTION ITEMS

1. **Brown Act Review and Requirements of Community Center Members**

General Manager Howard – Provided details of item C-1. There was discussion between the General Manager and the Committee.

2. **Discussion of Community Center Operational Consideration and Project Update**

Chair Kevin Graves – Provided details of item C-2

General Manager Howard – Provided a presentation regarding the site resources, facility options, and the October 17, 2011 survey results.

Chair Kevin Graves – Thanked the public for attending the Community Center meeting and would like to hear the desires of the Public.

There were 12 Public Comment Speakers. There was a discussion between the Public, the General Manager, and the Board

General Manager Howard – Provided a presentation regarding the site plans and a sample brochure for recreational activities. There was discussion between the General Manager and the Board.

Motion by: Vice-Chair Steele to make a recommendation to the Board of Directors for a 90 day continued business and staff will continue to gather names and contact information of current interested members of the Athletic Club

Second by: Member Mattison

There was discussion between the General Manager and the Board

Motion Amended by: Vice-Chair Steele to add the funding

Second Amended by: Member Mattison

There was discussion between the General Manager and the Board

Motion withdrawn by: Vice-Chair Steele

The discussion continued between the General Manager and the Board

D. FUTURE AGENDA ITEMS

1. Proposal of temporary funding

2. Identify funding resources necessary to start the renovation – safety and appearance – to be completed within 60 to 90 days

There was discussion between the General Manager, the Board, and the Public.

E. ADJOURNMENT

The meeting adjourned at 8:58 p.m. to the next Community Center Committee meeting on February 4, 2013



Town of Discovery Bay

"A Community Services District"
Community Center Committee
AGENDA REPORT

Meeting Date

February 4, 2013

Prepared By: Fairin Perez, Parks & Landscape Manager
Submitted By: Rick Howard, General Manager *RH*

Agenda Title

Review, Discussion and Possible Recommendation relating to Operating & Capital Budget for Discovery Bay Community Center

Recommended Action

Forward recommendation to Town of Discovery Bay Community Services District Board of Directors to approve the attached 2012/13 Operating & Capital budget for the Discovery Bay Community Center

Executive Summary

On January 23, 2013 the Town of Discovery Bay Community Services District approved to fund the purchase of property at 1601 Discovery Bay Boulevard, Discovery Bay for a Community Center. To ensure a seamless transition, discussions and decisions regarding some of the operational costs and procedures of the Community Center need to be addressed.

Staff has assembled a proposed Operating and Capital budget, including limited repair items. The budget covers the time period from close of escrow through June 30, 2013; the end of the current fiscal year. The budget and repair list will be presented at the February 4, 2013 Community Center meeting.

Fiscal Impact:

TBA

Previous Relevant Board Actions for This Item

Approval of Discovery Bay Community Center Funding Authorization – January 23, 2013

Attachments

Budget and Repair List will be provided at the meeting

AGENDA ITEM: D-1



Town of Discovery Bay

"A Community Services District"
Community Center Committee
AGENDA REPORT

Meeting Date

February 4, 2013

Prepared By: Fairin Perez, Parks & Landscape Manager
Submitted By: Rick Howard, General Manager *RH*

Agenda Title

Review, discussion and possible recommendation relating to the official name and logo of the future Community Center

Recommended Action

Forward recommendation to Town of Discovery Bay Community Services District Board of Directors to approve the facility name and logo for the future Community Center as approved by Committee

Executive Summary

On January 23, 2013 the Town of Discovery Bay Community Services District approved to fund the purchase of property at 1601 Discovery Bay Boulevard, Discovery Bay for a Community Center. In order for Staff to move forward with appropriate signage, documents and contracts relating to the operations and use of the facility, an official name and logo should be adopted.

Current facility name suggestions include:

- Discovery Bay Community Center
- Discovery Bay Recreation Center
- Discovery Bay Recreation & Community Center
- Discovery Bay Community and Recreation Center

Samples of various logos and names have been included for review

Fiscal Impact:

Amount Requested N/A

Previous Relevant Board Actions for This Item

Approval of Discovery Bay Community Center Funding Authorization – January 23, 2013

Attachments

Sample names and logos – 10 sheets

AGENDA ITEM: D-2























Town of Discovery Bay

"A Community Services District"
Community Center Committee
AGENDA REPORT

Meeting Date

February 4, 2013

Prepared By: Fairin Perez, Parks & Landscape Manager
Submitted By: Rick Howard, General Manager *RH*

Agenda Title

Review, Discussion and Possible Recommendation relating to the Mission Statement of the Future Community Center

Recommended Action

Forward recommendation to Town of Discovery Bay Community Services District Board of Directors to consider adoption of a Mission Statement for the future Community Center

Executive Summary

On January 23, 2013 the Town of Discovery Bay Community Services District approved to fund the purchase of property at 1601 Discovery Bay Boulevard, Discovery Bay for a Community Center. It is recommended that a Mission Statement be adopted in order to ensure that operational programming is congruent with the goals and priorities of the Community Center.

Staff has drafted a sample Mission Statement and is requesting committee review, input and possible recommendations.

Mission Statement (Draft)

The mission of the Discovery Bay Community Center will be to provide a centralized location where community based programming is to be offered that will stimulate, educate and enrich the lives of people within Discovery Bay and surrounding communities and that is complemented by a system of parks, recreation areas and other facilities aimed to encourage recreational and leisure time activities.

Fiscal Impact:

Amount Requested N/A

Previous Relevant Board Actions for This Item

Approval of Discovery Bay Community Center Funding – January 23, 2013

Attachments

None

AGENDA ITEM: D-3



Town of Discovery Bay
"A Community Services District"
Community Center Committee
Agenda Report

Meeting Date

February 4, 2013

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

Agenda Title

Review of Responses to Town of Discovery Bay Athletic Club Operational Request for Proposals

Recommended Action

Informational Item

Executive Summary

On December 12, 2012 a Town of Discovery Bay Athletic Club Operational Request for Proposals (Attached) was distributed to the Community. The intent of the RFP was to determine private business interest in continuing ongoing Discovery Bay Athletic Club operations. Under this scenario, the Town of Discovery Bay would contract with an independent third party to operate, manage, and run the existing DBAC operations.

Responses to the RFP were due no later than January 13, 2013. The Town received two responses to that RFP. They are attached.

Fiscal Impact: N/A

Amount Requested
Sufficient Budgeted Funds Available?: (If no, see attached fiscal analysis)
Prog/Fund # . Category: n/a

Previous Relevant Board Actions for This Item

Attachments

Discovery Bay Athletic Club Operational Request for Proposal
RFP Responses

AGENDA ITEM: D-4

**Town of Discovery Bay
Community Services District
Discovery Bay, California**



**Request for Proposals for Operations
of the
Discovery Bay Athletic Club**



Proposals Due: 3:00 p.m. January 10, 2013.

**Town of Discovery Bay
1800 Willow Lake Road
Discovery Bay, CA 94505
925-634-1131
www.todb.ca.gov**



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

President - Chris Steele • Vice-President - Kevin Graves • Director – Bill Pease • Director - Mark Simon • Director - Ray Tetreault

Town of Discovery Bay Athletic Club Operational Request for Proposal RFP Reference # A12-01

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1. INTRODUCTION: GENERAL INFORMATION

1.1 Introduction

The Town of Discovery Bay Community Services District (the "District") is seeking a qualified firm or Individuals (the "Contractor") to provide comprehensive management and administrative services to an existing membership based athletic club. The existing athletic club is known as the Discovery Bay Athletic Club, which the Town of Discovery Bay is currently in escrow to acquire in whole.

1.1.1 General Information

Interested and qualified firms or Individuals who have successfully demonstrated their ability to provide similar services at comparable locations are invited to submit proposals for the services provided herein.

Qualified Firms must possess valid insurance coverage for the type of work described.

The District may, at its sole discretion, reject any or all proposals submitted in response to this RFP. The District shall not be liable for any costs incurred in connection with the preparation and submittal of any proposal. The District reserves the right to waive any informality in a submitted proposal.

The contract may be canceled or terminated at any time by the District without cause, upon giving of at least thirty (30) days written notice to the contractor.

2. PROPOSAL REQUIREMENTS AND SUBMISSION INSTRUCTIONS

2.1.1 Submission Deadline

Proposal Due Date: **Thursday, January 10th, 2013 by 3:00 p.m.** local time. Please note that the District offices will be closed December 24 and 25 for Christmas and December 31 and January 1 for New Year's. Proposals for the project shall only be received by the District's Office, and shall be addressed, as follows:

Rick Howard, General Manager
Town of Discovery Bay CSD
1800 Willow Lake Road
Discovery Bay, CA 94505

Proposals shall be placed in a secure envelope or package marked Athletic Club RFP, and shall include three copies of the submitted proposal. Please also include one (1) electronic copy of your proposal in CD or Flash Drive format. Proposals not received by the time and date indicated in the RFP will not be accepted. The Town will not accept proposals submitted electronically or by fax.

Any questions shall be addressed to the General Manager by email and sent to rhoward@todb.ca.gov.

The District shall not be responsible for proposals that are mailed or shipped and not received by the due date and time specified above.

2.2 Preparation and Content of the Proposal

The proposal price(s) must be included in a separate sealed envelope, marked "Fee Schedule" and shall identify the fee schedule and any pertinent and relevant information necessary to provide the specified services.

Contractor shall submit a cover letter which shall include the following points:

- Identity of Contractor including central address and telephone number.
- A statement that the proposal is effective and that the start date is to be determined, but no more than one hundred twenty (120) days after the RFP submittal date.

- A statement that the Contractor will comply with all terms and conditions as stated in this RFP; or identification of any exceptions taken to any of the requirements including the contract attached hereto as Attachment "C".

- Any other information which would be beneficial to the Town for the purposes of evaluating this proposal.

Contractor shall complete, sign and return the "Acknowledgement" (Attachment "D") with the proposal.

Prospective Contractors shall carefully read the information contained in this RFP and submit a complete response to all requirements. Incomplete proposals will be considered non-responsive and subject to rejection.

Receipt of an addendum of the RFP (if issued) by a Contractor must be acknowledged by submitting the signed addendum with your proposal.

2.3 Background Information

The following information is included as a part of this proposal and reviewed by all proposers. Acknowledgement of receipt and review of this information is required as part of the submitted proposal, see Attachment ("D"), Acknowledgement.

- 1) List of existing inventory (Attachment "A")
- 2) List of membership and types of membership and current revenues (Attachment "B")
- 3) Sample - Contract (Attachment "C")
- 4) Acknowledgement (Attachment "D")

2.4 Site Visit

All Contractors are required to visit the site prior to submitting a bid.

Please contact Rick Howard at (925) 634-1131 to schedule a site review with a District representative. The site visit must be completed on or before December 21, 2012 or after January 2 2013 but in no event later than January 4, 2013. All visits must be scheduled at least 24 hours in advance by contacting the Town's General Manager.

2.5 Point of Contact

This Request for Proposal (RFP) is issued by the Town of Discovery Bay CSD (the "District"), which is the sole point of contact during the procurement process. Communications initiated by respondents to this RFP (the "Contractor") with members of the CSD Governing Body, employees of incumbent contractor or District personnel, other than as coordinated by the Point of Contact, shall be grounds for Contractor disqualification. Any inquiries or requests during the procurement shall be submitted to the following Point of Contact in writing:

Town of Discovery Bay CSD
Attention: Rick Howard General Manager
1800 Willow Lake Road
Discovery Bay, CA 94505
(925) 634-1131
rhoward@todb.ca.gov

3. TERM / CONTRACT

3.1 Term of Contract

The contract will be a time service and will expire upon the terms of the contract, to be negotiated between parties.

A copy of a sample contract is attached hereto as Attachment “C”. Contractors are expected to review the document and provide any exceptions taken to the terms and conditions therein as part of their proposal to the District.

4. SCOPE OF WORK

Please provide as much information as possible in the following outline form.

4.1 Description of Proposing Organization or Business:

Name of Organization	Services Provided
Years in Existence	Existing Member/User/Customer Profiles
Contact Name, Mailing Address, Physical Address, Phone, Fax, E-mail	Accomplishments
Purpose of Organization	Legal Status

Summary of Proposal

Please describe, in 100 words or less, why your firm is the best and most qualified firm for this operation.

4.2 Decision Making Authority

Who is authorized to negotiate on behalf of the organization? Who or what group (i.e. Owners/Individual(s)) is the final decision maker and can commit to enter into a contract? What is the timeframe for decision making?

4.3 Potential Benefits to the Partnering Organization

Why is your organization interested in partnering with the Town of Discovery Bay? Please individually list and discuss the benefits (monetary and non-monetary) for your organization.

4.4 Potential Benefits to the Town of Discovery Bay

Please individually list and discuss the benefits (monetary and non-monetary) for the Town of Discovery Bay and residents of the Community.

The following page lists a series of **Guiding Questions** to help you address details that can help outline the benefits of a possible partnership. Please try to answer as many as possible with currently known information. Please include what your organization proposes to provide and what is from the Town of Discovery Bay. Please include (as known) initial plans for your concept, operations, projected costs and revenues, staffing, and/or any scheduling or maintenance needs, etc.

Guiding Questions for Response to the RFP

Meeting the Needs of our Community:

- In your experience, how does the project align with the District goal of operating a Recreation Center?
- How does the proposed program or facility meet a need for District residents?
- Who will be the users? What is the projected number and profile of participants who will be served?
- What alternatives currently exist to serve the users identified in this project?
- How much of the existing need is now being met? What is the availability of similar programs elsewhere in the region?
- Do the programs provide opportunities for entry-level, intermediate, and/or expert skill levels?

The Financial Aspect:

- Can the project generate more revenue and/or less cost per participant than the District can provide with its own staff?
- Will your organization offer programs at reasonable and competitive costs for participants? What are the anticipated price structures for members/participants?
- What resources are expected to come from the District?
- Will there be a monetary benefit for the District, and if so, how and how much?

Logistics:

- What types of capital changes are needed to the Center for your operations?
- What is your proposed timeline?
- What are your projected hours of operations?
- What are your initial staffing projections?
- Are there any mutually-beneficial cooperative marketing benefits?
- What types of insurance will be needed and who will be responsible for acquiring and paying premiums on the policies?
- What is your organization's experience in providing this type of facility/program?
- How will your organization meet Americans with Disabilities Act and EEO requirements?

Agreements and Evaluation:

- What types and length of agreements should be used for this project?
- At what intervals should the agreement be evaluated, and how?
- How can you assure the District of long-term stability of your organization?
- What types of "exit strategies" should we include?
- What should be done if the project does not meet the conditions of the original agreements?

5. **EVALUATION OF PROPOSALS**

Proposals will be evaluated on the Contractor's ability to provide services that meet the requirements set forth in the accompanying documents. The District reserves the right to make such investigations as it deems necessary to determine the ability of the Contractor to provide services meeting a satisfactory level of performance in accordance with the District's requirements.

Criteria used in the selection process will include, but may not be limited to, the following considerations:

Qualifications: The most qualified firms will be invited for an in-person interview.

Cost: To be considered cost effective, a proposal shall provide the required services at the most proficient method acceptable to the District.

6. **MISCELLANEOUS**

Proposals and any other information submitted by Contractors in response to this RFP shall become the property of the District.

Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the District, at its option.

The District makes no representations of any kind that an award of contract will be made as a result of this RFP, or subsequent RFP. The District reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, and/or delete any items and or requirements from this RFP when deemed to be in the District's best interest.

A proposal may be modified or withdrawn in person at any time BEFORE the scheduled due date and time of proposals provided a receipt for the withdrawn proposal is signed by the Contractor's authorized representative. The District reserves the right to request proof of authorization to withdraw a proposal.

All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure after the solicitation is completed.

The District may, in the evaluation of proposals, request clarification from Contractors regarding their proposals, obtain additional material or literature, and pursue other avenues of research necessary to ensure that a thorough evaluation is conducted.

By submitting a proposal in response to this RFP, the Contractor accepts the evaluation process and acknowledges and accepts that determination will require subjective judgments by the District.

Contractor acknowledges and accepts that any costs incurred from the Contractor's participation in this RFP process shall be at the sole risk and responsibility of the Contractor. Contractor will submit proposals at their own risk and expense.

The Town of Discovery Bay CSD expects the highest level of ethical conduct from Contractors including adherence to all applicable laws and local ordinances regarding ethical behavior.

If an agreement cannot be made with the highest qualified Contractor, the District reserves the right to terminate negotiations with that party and enter into negotiations with the next selected Contractor.

Proposals may be modified by written notice provided such notice is received prior to the hour and date specified for receipt of proposals.

Acceptance of proposal is contingent upon the Contractor's certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the District's Procurement Code.

Any explanation desired by the Contractor regarding the meaning or interpretation of specifications or any part of this Request must be requested in writing and received in the District's Office not less than seven (7) days prior to due date of proposals. Oral explanations or instructions given prior to the opening of the proposal shall not be binding. The District's Office shall issue any official explanations in writing or via email.

DISCOVERY BAY ATHLETIC CLUB INVENTORY

LEG PRESS	MISC POOL SUPPLIES
LEG EXTENSION	PING PONG TABLE
LEG CURL	
CHEST PRESS	BLEACHERS
LAT PULLDOWN	
ROWING MACHINE	SWING SET
SHOULDER PRESS	
ARM CURL	KIDS CLUB BLDG
MULTI-HIP	
ABDOMINAL MACHINE	
ROTARY TORSO	
TWIN DUMBBELL RACK	
TWIN DUMBBELL RACK	
FLAT BENCH	
FLAT BENCH	
ADJUSTABLE INCLINE	
ADJUSTABLE INCLINE	
UTILITY BENCH	
STORAGE STATION	
STORAGE STATION	
STORAGE STATION	
STORAGE STATION	
BENCH PRESS STATION	
ELITE PRESS STATION	
INCLINE PRESS STATION	
SEATED CALF STATION	
MILITARY PRESS STATION	
TRAINING PLATFORM	
POWER CAGE STATION	
SCOTT CURL STATION	
LEG PRESS STATION	
HACK SQUAT STATION	
SMITH PRESS STATION	
LOW PULL STATION	
CABLE CROSS STATION	
IBM 386X COMPUTER	
WYSE 60 TERMINAL	
CLUB MNGMT SOFTWARE	
OKIDATA PRINTER	
COPY MACHINE	
MATRIX ELIPTICAL	
MATRIX ELIPTICAL	
MATRIX TREADMILL	
MATRIX TREADMILL	

MATRIX TREADMILL
MATRIX TREADMILL
PRECOR ELIPTICAL
PRECOR ELIPTICAL
STAIRMASTER GRAVITY
2 SETS 14 LOCKER UNITS
SCALE
LIFE CYCLE 9500 BICYCLE
LIFE CYCLE 9500 BICYCLE
LIFE CYCLE 9500 BICYCLE
CONCEPT II ROWER
12 SPINNING BIKES
6 SCHWINN BIKES
2 LEMOND

EXHIBIT "B"

Membership and Income

Income summaries from the DBAC that indicate YTD actual from January to September 30, 2012 income is:

Income/Expense	YTD Jan – Sep	Monthly Average	Average x 12 = Annual
Regular Dues	\$169,200.66	\$18,800.07	\$225,600.84
Other (rentals, etc.)	923.00	102.56	1227.07
Sales	3.00	0.33	3.00
Activities	6685.00	742.78	8913.36
Total (and x 12)	\$176,811.66	\$19,645.74	\$234,748.88
Contract cost of sales	\$34,210.32	\$3,801.11	\$45,613.33
Other Expenses	\$181,581.15	\$20,175.68	\$242,108.16
Net income (loss)	(\$38,979.81)	(\$4,331.09)	(\$51,973.08)

Verifiable membership numbers and types are not available. However, current long-time DBAC staff members have indicated that while there have been over 14,000 members in the master database, this list is not necessarily up to date, and there are roughly less than **500** active users.

According to current DBAC staff:

- There are about 279 to 500 active members (exact number is not known).
- There are about 30 regular tennis members who play an average of 2x/week, plus about 10 tennis tournaments/events per year (eight courts are needed for tournaments).
- There are about 60 members per day who use the current fitness facilities in addition to approximately 7- 10 members per exercise class.
- There are 19 exercise classes per week, and 6 different fitness instructors.
- Zumba is the most popular fitness class.
- About 50 new members/families sign up each year just to use the pool.
- In the summer, the pool sees roughly 100 users per day.
- There are roughly 5 to 10 parties (rentals) each year, plus rentals for Dolphin Swim Team (who practice in Brentwood but have parties here).
- Pool capacity is 250.
- Improvements that would help boost participation most include:
 - Overall aesthetic improvements (signage, paint, clean-up, landscaping).
 - Update equipment and technology, and increase tournaments and events.

Current Class Schedule

DISCOVERY BAY ATHLETIC CLUB
GROUP FITNESS CLASS SCHEDULE
EFFECTIVE 10/2/2012

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
AM CLASSES						
6:00 AM TO 7:00 AM	SPINNING TRISH	THE RIBAR METHOD SANDI	SPINNING TRISH	THE RIBAR METHOD SANDI	SPINNING TRISH	CARDIO/ SPINNING 8AM 10/6 & 10/20 11/3 CHERYL
8:00 AM TO 9:00 AM			CIRCUIT TAMMY			ZUMBA 8AM 10/13 & 10/27 11/10 TAMMY
9:00 AM TO 10:00 PM	ZUMBA TAMMY	BEGINNERS FLEX-BAND PILATES SUE	RESIST BALL/ CARDIO/ WEIGHT LIFTING/ POW PILATES TAMMY	BEGINNER FLEX-BAND PILATES MINDY		THE RIBAR METHOD SANDI
10:00 AM TO 11:00 AM	RESIST-A-BALL TAMMY	SCULPTING SUE	LINE DANCING TAMMY	SCULPTING MINDY		
PM CLASSES						
5:00 PM TO 6:00 PM				5:30 PM CYCLING/ SCULPTING MINDY		
6:00 PM TO 7:00 PM	SPINNING 6:30 CHERYL	CIRCUIT 10/2 & 10/16 11/6 CHERYL	RIBAR SANDI			

Current Membership Structure

The current fee structure is typically monthly, with a discount for members using Electronic Funds Transfer (EFT). The membership fee structure is very complex and inconsistent, and ranges from \$46.67 – \$95.00 per month for families, \$60 - \$125 per singles, and \$50 for teens. There is no child care or towel service. It is unclear what the reasons are for the varying prices (longevity? extra services?) and desk staff did not know the reasoning. There is opportunity here for improvement to attract new members, specifically with an annual membership option. Guest fees are \$10 per visit.

Current Rental Fee Schedule

Currently the DBAC hosts approximately 10 parties per year, typically with between 10 to 50 participants. There are some larger events that come close to the 250 participant maximum.

Number of Participants	Fee
< 10 participants	Guest fee of \$10 per guest
10 – 30	\$100
31-50	\$170
51-99	\$300
\$100 – 200 (max is 250)	\$400

DBAC staff say that there is opportunity for increasing rentals and parties in the summer.



PROFESSIONAL SERVICE AGREEMENT
TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT /
NAME OF CONTRACTOR

Town of Discovery Bay Athletic Club Operational Agreement

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 **NAME OF CONTRACTOR**

RECITALS

- A. District has determined that it requires the following professional services from a consultant: **Name of Contractor**
- 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 **DATE OF 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 **DATE OF fee schedule** attached hereto as part of Exhibit A and incorporated herein by this reference.
- 1.3. "Commencement Date": **DATE**
- 1.4. "Expiration Date": The contract will continue for a one year period from the date of operational commencement. The District reserves the right to extend the contract beyond the initial term pursuant to Board authorization.

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 **AMOUNT OF PROJECT** unless specifically approved in advance and in writing by District.
- 3.2. Consultant shall complete all services relating to the Project no later than **DATE**
- 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 shall be Consultant's project administrator 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 monthly status reports, and other necessary information to the District to continue to warrant ongoing operational functions.
- 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 when authorized and executed in writing and in accordance with the terms of this agreement.

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

Exhibit "C"

- 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 Three Hundred Thousand Dollars (\$300,000) per accident for bodily injury and property damage during the first year of this Agreement, and One Million Dollars (\$1,000,000) per accident for bodily injury and property damage for each year thereafter.
 - 9.1.3. Worker's Compensation insurance as required by the laws of the State of California.
- 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.

Exhibit "C"

- 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

Exhibit "C"

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:

Consultant Name
Address
City, State
Telephone:
Facsimile:

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

Exhibit "C"

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

/ / /

/ / /

/ / /

/ / /

Exhibit "C"

"District"
Town of Discovery Bay CSD

"Consultant"
Name of Consultant

By: _____
Richard Howard, General Manager

By: _____

Date: _____, 2011

Print Name: _____

Date: _____, 2011

TEMPLATE

Exhibit "D"

ACKNOWLEDGEMENT & BIDDER INFORMATION

Town of Discovery Bay Athletic Club Operational Request for Proposal

Bid submittals received without this completed sheet will be deemed incomplete and will not be considered in the award process.

To ensure all bid materials were received, **this Acknowledgement & Bidder Information Sheet must be completed and returned with your bid prior to January 10th, 2013 by 3:00 p.m. local time.** This sheet acknowledges receipt of the following materials:

- 1) RFP No. A12-01
- 2) List of existing inventory (Attachment "A")
- 3) List of membership and types of membership and current revenues (Attachment "B")
- 4) Sample - Contract (Attachment "C")
- 5) Acknowledgement (Attachment "D")

The Undersigned hereby designates below his business to which all notices, directions or other communications may be served or mailed:

Address: _____

The undersigned hereby declares that he has the legal status checked below:

- () Individual
- () Individual doing business under an assumed name
- () Partnership registered in _____ County, California
- () Limited Liability Company (LLC) under the name of _____
Organized under the laws of the State of _____
- () Corporation Incorporated under the Laws of the State of California
The Corporation or Limited Liability Company is:
 - () Licensed to do business in California
 - () Not now licensed to do business in the California

Acknowledged by: _____
(Signature)

Company: _____

Authorized Representative: _____

Title: _____

Date: _____

Telephone Number: _____

TOWN OF DISCOVERY BAY

RFP

FOR DISCOVERY BAY ATHLETIC CLUB

PRESENTED BY—

DOMINIC CARANO

[REDACTED]

DISCOVERY BAY, CA 94505

[REDACTED]

[REDACTED]

[REDACTED]

Current occupation: Realtor (33 years)

License # 00791697

National Registry of Food Safety Professionals

Certified Food Safety Manager Certificate# LA000253531

MISSION STATEMENT: TO OFFER A GREAT, SAFE, CLEAN COMMUNITY RECREATION CENTER FOR HEALTH AND FITNESS THAT INCLUDES TENNIS, SWIMMING, EVENT CENTER, GROUP CLASSES (EX: ZUMBA) IN DISCOVERY BAY.

THE FACILITY WILL BE KNOWN AS:

DISCOVERY BAY COMMUNITY ATHLETIC AND RECREATION CENTER.

WE PLAN TO INCLUDE IMMEDIATE IMPLEMENTATION OF RETAIL SALES CONSISTING OF WATER, SPORT DRINKS AND NUTRITIONAL SNACKS—WITH REVIEW AFTER 6 TO 12 MONTHS FOR THE ADDITION OF A BEVERAGE BAR (WITH NUTRITIONAL JUICES/SMOOTHIES AND HOT AND COLD SPECIALITY COFFEE DRINKS)

ALL EQUIPMENT FOR POSSIBLE EXPANSION OF BEVERAGE SERVICE IS CURRENTLY OWNED BY DOMINIC CARANO.

BACKGROUND-EXPERIENCE

I DOMINIC CARANO, A RESIDENT OF DISCOVERY BAY FOR OVER 20 YEARS, WOULD LIKE TO PRESENT YOU WITH THIS PROPOSAL FOR OPERATION OF THE DISCOVERY BAY ATHLETIC CLUB.

MY BUSINESS BACKGROUND INCLUDES:

HEALTH CLUB EXPERIENCE

**1977—1981 CERTIFIED INSTRUCTOR AND NUTRITIONIST.
JACK LA LANE EUROPEAN HEALTH SPA. SACRAMENTO, CA**

**1979—1981 MANAGER, JACK LA LANE EUROPEAN HEALTH SPA,
SACRAMENTO, CA**

**1981—1982 FITNESS INSTITUTE SALES COUNSELOR—TOP
SALEMAN AWARD (INCLUDING ONE MONTH OF OVER 100
MEMBERSHIP SALES)**

**1981 MANAGER, FITNESS INSTITUTE MODESTO, CA (one of the
largest facilities at that time with 20-50 employees)**

**1982 ASSISTED JOAN BLAKE AUSTIN WITH WEEKLY TV EXERCISE
SEGMENT WITH STEVE LA ROSA ON CHANNEL 3 SACRAMENTO, CA**

1972 AUTHORED: A NEW YOU, HEALTH AND EXERCISE GUIDE.

SALES EXPERIENCE

1983—1993 SALES, SACRAMENTO, CA

1993—2000 PANAMA BAY COFFEE COMPANY. Started operated the first two successful Panama Bay locations in Pleasanton and Livermore, CA. Developed customer and vendor base, responsible for the creation of many coffee drink recipes, policy and procedures.

05/2000—11/2007 JAVA WAVE COFFEE —OWNER serving employees at Lawrence Livermore Laboratory (LLNL), Livermore, CA , Sandia National Laboratory and Lawrence Berkeley Laboratory, Berkeley, CA (LBL)

Opened one location and expanded to four locations in seven years. Responsibilities included: daily operation customer service, advertising, employee training and supervision of up to 15 employees.

Provided consultations to other coffee businesses and maintained professional relationships with vendors in the SF Bay Area. Designed Java Wave Mobile Espresso Truck and provided a one year pilot program for daily food and beverage services at the Lawrence Berkeley Laboratory, Berkeley, CA.

COMMUNITY SERVICE:

Performed: Volunteer work for various organizations including: Discovery Bay Yacht Club, Arthritis Foundation and Campaign Manager for the successful election of Judge Michael Virga (Sacramento, CA)

INDUSTRY ANALYSIS

INTEREST IN EXERCISE, FITNESS, NUTRITION ARE CLIMBING. WE ARE OBSERVING AN INCREASED PUBLIC AWARENESS OF COMBINED FITNESS AND IMPROVED NUTRITION AND HEALTH.

WE WANT TO FULFILL CUSTOMERS NEEDS FOR DAILY EXERCISE, FITNESS TRAINING, TENNIS, SWIMMING, SPECIALTY CLASSES (ZUMBA). WATER, SPORT BEVERAGE AND ENERGY/PROTEIN SNACKS.

WE WANT TO OFFER WHAT IS NOT CURRENTLY AVAILABLE IN OUR TOWN OF DISCOVERY BAY.

PRODUCTS AND RELATED SERVICES

WE WOULD LIKE TO OFFER:

--A COMMUNITY ATHLETIC FACILITY WITH INSTRUCTORS HIRED FROM WITHIN DISCOVERY BAY WHENEVER POSSIBLE.

MARKETING PLAN

WE EXPECT OUR LOCATION, COMFORTABLE ATMOSPHERE, KNOWLEDGEABLE AND TRAINED STAFF TO GAIN MOMENTUM AND ATTRACT NEW PATRONS.

OPERATIONS

Proposed Hours of Operation

We will be open Monday through Friday 6 am until 8 pm, Saturday/Sunday 8am until 6pm with a minimum of two staff members at all times.

REVENUE

CURRENT REVENUE AS PROVIDED BY EXHIBIT B—TOWN OF DISCOVERY BAY (TODB)

PROJECTED REVENUE

We anticipate initial gross receipts to be \$19645.00 monthly, based on a 7-day a week plan of operation—and Exhibit B with our projected expenses of \$18795.00 monthly with a net of \$850.00 per month to be divided evenly between contractor and Town of Discovery Bay.

STAFFING

We plan to hire 4 full time and 4 part-time employees; individual contractors as needed.

Prior to opening-- job and safety training of all staff with take place on site and as needed for new hires.

We would require that all staff be CPR certified.

IMMEDIATE NEEDS FOR SITE IMPROVEMENT TO BE PROVIDED BY THE TOWN OF DISCOVERY BAY:

ALL BATHROOMS BE MADE ADA ACCESSIBLE

ALL PARKING AREA POT HOLES REPAIRED (LONG TERM ASPHALT NEEDED)

MAIN SIGN REPLACED WITH NEW LOGO AND PROPOSED NAME "DISCOVERY BAY COMMUNITY ATHLETIC AND RECREATION CENTER"

DRAINAGE PROBLEM AT WALKWAY ENTRY REPAIRED

ALL FITNESS EQUIPMENT TORN OR NOT WORKING BE REPAIRED/REPLACED.

LIGHT FIXTURES BE REPLACED WITH ENERGY EFFICIENT LIGHTING/BULBS.

REPAIR-REPLACE NON WORKING TV AND AUDIO SYSTEMS.

REPAINT INTERIOR AND EXTERIOR.

**IMMEDIATE NEEDS FOR SITE IMPROVEMENT TO BE PROVIDED BY
DOMINIC CARANO, CONTRACTOR**

**FRONT DESK RECEPTION AREA MODIFIED TO ALLOW FOR EASY
ACCESS AND ADA REQUIREMENTS.**

CLEANING- SANITIZING OF THE ENTIRE FACILITY.

ASSIST WITH REMOVAL OF VENDING MACHINES

**POSSIBLE EXPANSION AFTER 6 TO 12 MONTHS TO INCLUDE
LAUNDRY AREA CONVERSION TO A JUICE/SMOOTHIE BAR—
DOMINIC CARANO/CONTRACTOR TO PROVIDE ALL EQUIPMENT
NSF CERTIFIED BLENDERS, REFRIGERATION UNITS, ESPRESSO
MACHINES, INVENTORY ETC.**

LONG TERM PROJECTS FOR CONSIDERATION INCLUDE:

NEW FLOORING INSIDE CURRENT FACILITY

REMOVAL OF ACOUSTIC CEILINGS

CONCLUSION

Dominic brings with him 20 + years' successful experience and an established track record in the health/fitness, sales and business ownership with profitable sales within budget.

Additionally, my wife and family have been DBAC club members since 1992. As members over the years we have seen a disinterest and decline of the club facilities—we would like to be the solution to this problem.

Proposed contract period to be 3-5 years with annual reviews.

Monthly progress reports to be communicated to TODB manager Rick Howard.

Implementation of proposal to begin 30-60 days after acceptance.

References furnished upon request.

Thank you for your consideration of this proposal.

Respectfully submitted,

Dominic Carano

F E E

S C H E D U L E

Submitted by Dominic Carano

GOAL IS TO RAISE MEMBERSHIP LEVEL TO 300 MEMBERSHIPS IN 6-12 MONTHS WITH AVERAGE MONTHLY GROSS OF \$24700.00.

***SUGGESTED MEMBERSHIP PRICELIST**

\$99.00 PER FAMILY-MONTHLY OR

\$995.00 FAMILY MEMBERSHIP-- ANNUAL PAYMENT (PRICE REDUCTION)

49.00 INDIVIDUAL MONTHLY MEMBERSHIP

495.00 ANNUAL INDIVIDUAL PAYMENT

GUEST PASSES WILL BE AVAILABLE—TO COINCIDE WITH OUR MEMBERSHIP DRIVES AND BUDDY SYSTEM MARKETING.

MEMBER PARTY RENTALS APPROX: \$500.00 AVERAGE--PRICE TBD

INITIATION FEE FOR ALL MEMBERSHIPS WILL BE \$100.00 WITH FAMILY MEMBERSHIPS; \$50.00 INDIVIDUAL MEMBERSHIPS—TO BE WAIVED DURING GRAND OPENING EVENT AND MEMBERSHIP DRIVES.

PERSONALIZED FACILITY ORIENTATION, EXERCISE AND NUTRITIONAL CONSULTATION INCLUDED WITH MEMBERSHIPS.

PROJECTED SALES: 6 TO 12 MONTHS

MEMBERSHIP:

300 X \$75.00= \$22,500. MONTHLY----- \$270,000. ANNUALLY

EVENTS:

4 EVENTS X 500.00= 2000. ANNUALLY (DURING SPRING SUMMER, SPRING)

RETAIL SALES:

WATER, SPORT DRINKS, PROTEIN/ENERGY SNACKS, MERCHANDISE

NET: \$ 1250.00.00 MONTHLY-----\$37500.00 ANNUALLY

TOTAL ANNUAL PROJECTION—12 MONTHS:

GROSS REVENUE: \$309500.00

COST OF BUSINESS: 242350.00

NET PROFIT: 67150.00

NOTE: NET PROFIT \$ 67150.00 TO BE DIVIDED 50:50 (\$33575 EACH) BETWEEN CONTRACTOR AND TOWN OF DISCOVERY BAY.

PROJECTED MONTHLY COSTS:

PG&E -----	\$1655.00
POOL MAINTENANCE-----	950.00
LANDSCAPING-----	750.00
STAFF SALARIES-----	14000.00
INSURANCE (MCGUIRES ONE STOP INS-----	495.00
ACCOUNTING/BOOKKEEPING	
MCBRIDE-EDWARDS, LLC-----	195.00
JANITORIAL-----	750.00
TOTAL-----	\$18795.00

TAMMY CRUZE

 Oakley, Ca, 94561



TownOfDiscoveryBay CSD
Received

JAN 09 2013

HISTORY OF DISCOVERY BAY ATHLETIC CLUB

Discovery Bay Athletic Club has been operating for 23 years. I have been employed as a fitness trainer and instructor for 15 years. During this time I have seen memberships fluctuate. This fluctuation occurs with the constant turnover of management and now with the lack of communication as the club is being sold. With the proper club manager and structural enhancements this facility will succeed. Discovery Bay Athletic Club is operating with a limited budget and no onsite management. The Athletic Club is offering members a friendly and welcoming atmosphere with a skeletal and stale group exercise schedule and a part time tennis pro, in addition to an unkept facility.

MEETING THE NEEDS OF THE COMMUNITY

Discovery Bay residents have used the club for exercise, tennis, and swimming and have created relationships lasting for years and extending to outside activities such as Lion's Club, Book Club, Garden Club, and Bunko.

Discovery Bay residents will be the largest part of members but not limited to residents. The largest member population is tennis members and group exercise members. We can easily target these members by creating exciting programs to bring back lost members and entice new members to join. One example would be aqua members, this group of 40+ members join when the pool opens and suspend their membership when it closes. We can avoid this turn over by purchasing a Dome for the pool.

The club will be used as a fitness center as well as a community center. As a fitness center we will provide weight machines, free weights, cardio equipment, personal training sessions, classes not limited to but including Spinning, Zumba Fitness, Pilates, Karate, and Yoga utilizing the Aerobics Room to it's maximum capacity. Outdoor use will include Tennis, Pickle Ball, Volleyball and Water Sports.

As the Community Center we will offer, outdoor movie nights, Social events which manager will plan and publish in a newsletter, website and the local paper. The property will be available to rent for celebrations, meetings, car shows, barbecues, pool parties and mixers and will be thought of as 'The Heart of the Community'. I envision the first Saturday of each month for at least the first six months allowing the center to be open to the public to see what is taking place and our vision for the future. Once the weather turns nice we could have paying vendors, music, games and other fun events for all to enjoy and to entice the public to join.

PHYSICAL IMPROVEMENTS

*Build or extend a room off the main weight room that will be used as Kids Activity Club able to entertain 12 kids.

*Install Solar Panels on Pool Shed. In the past the pool ran efficiently on Solar and did not use any P.G.E.

*Purchase a Dome for the pool and run year round activities such as: Aqua Aerobic Classes, Swim Lessons, Water Polo, Lap Swimming, Pool Parties, and family enjoyment. Dome benefits will exceed initial cost of Dome. The prices of the Domes

range from \$7,000.00 to \$18,000.00. Dome benefits include; keeping in the heat, keeping the pool clean. Covered pools use less chemicals, and most importantly the Dome acts as an added safety feature.

We should also:

- *Transform one or two existing Tennis Courts to Pickle Ball Courts.
- *Repair boards on backboard for Tennis practice and Outdoor Movie Night
- *Clean and add sand to existing Volleyball Court.
- *Clear existing structures in Kids Club to create a Dog Run.
- *Resume towel service.

MEMBERSHIP FEES

\$55.00 monthly fee

\$25.00 additional member

\$90.00 family membership [must reside at same address]

\$15.00 initiation fee

Sign up incentive - sign for 12 months in advance and receive 2 months free, first and last month, for a total of 14 month membership.

By conducting long over due maintenance and creating activities which will bring back members and expose potential members to the center, we will increase membership from the current 270 to 500 in less than one year would bring in approximately \$25,000 per month. We will offer an incentive program for staff, for each new membership they sign they will earn a \$10.00 bonus for every accepted membership.

Tours will be given during all hours of operation and during all events membership information will be provided.

Hours of operation M-F 4:45 a.m. – 9:30 p.m.

S/S 6:45 a.m. – 6:00 p.m.

Group Exercise Classes M-TH 6:00, 8:00, 9:00, 10:00 a.m. and 6:00 p.m.

Friday 6:00, 9:00, and 10:00 a.m.

Saturday 8:00 and 9:00 a.m.

Aerobic Room will also be used after 6:00 for Meetings, Dance Classes, Karate and Self Defense Classes, Spinning, Zumba Fitness, Pilates.

Having a shuttle bus service that would pick up and drop off members at scheduled times would enhance the over all quality of the club and be an easy way to acquire more members.

PAYROLL

Member Service Desk/ Kids Activity Center \$3,664.00 monthly

Monday – Thursday 84 hours Friday 18-1/2 hours

Saturday 13 hours Sunday 11 hours

Total – 126-1/2 hours weekly

12 hours to be absorbed by Manager

114-1/2 weekly hours x \$8.00 (California minimum wage) equals

\$916.00 weekly

Group Exercise Instructors \$2,400.00 monthly

20 classes x \$30.00 each equals \$600.00 weekly

Manager \$2,500.00 monthly

Starting salary of \$2,500.00 – For every 75 new memberships a \$300.00 monthly increase will occur.

Total Salaries for club=\$8564 per month

These hours include the responsibility of cleaning the inside of the facility, daily maintenance of Parking Lot and Grounds, Pool Chemical Log, and Towel Service.

The hours DO NOT INCLUDE Landscaping, Tennis Courts and Pool Maintenance.

QUALIFICATIONS

A.F.A.A. Group Exercise Instructor, Spinning, Step, Kick Box, Power Pilates, Dance, Zumba, Aqua Aerobics, Cardio Core, Resist A Ball and Personal Trainer.

Tammy Cruze

Oakley

Objective

Desires a challenging role as Community and Fitness Center Manager. Versed in Operations and Store Management as well as Fitness Trainer and Instructor. Exceptional people skills and years of management experience.

Experience

Diamond Hills Sports Club, Oakley Club One / Delta Valley, Brentwood

**October 2009 - Current
February 2004- Current**

As a Group Exercise Instructor at these Clubs my class participation numbers consistently exceed club goals. I have earned four to five classes a week by creating motivating and efficient classes including Kids Classes, and Dance Classes.

Discovery Bay Athletic Club, Discovery Bay

October 1998 - Current

During this time at Discovery Bay I have created popular classes that are updated and follow the current trends. I am the Club Trainer and have trained a Gold Medal Athlete, Olympic Athlete and the healthy population of our members.

Mervyns Department Stores

Management

February 1984 - November 1995

I held several management positions including Store Manager, Operations Manager, Re-Model Coordinator, District Training Manager, Area Manager, and Department Manager. I managed on average 200 employees, consistently met production goals, and managed three of the top volume stores in the company.

Fashion Institute Of Design and Merchandising

Associate of Arts Merchandising

At the Fashion Institute I was elected Vice President of my graduating class and I am a Member of the Alumni Association.

Skills

Training and Development, Customer Service, Advertising, Computer Proficient, Operation Management, Certified Fitness Trainer, Certified Group Exercise Instructor.

To Whom It May Concern:

Our family have been members of the Discovery Bay Athletic Club for 8 years. Although we have seen deterioration of the facility especially in the last 3 years it is still an important part of our lives. We use it daily and we bring our grandchildren to use the pool in the summer. We are hoping the city will plan to keep the facility open and running in the process of deciding when a new facility can be built. There is immediate needs and future possibilities for the existing structure. First repair of the parking lot and lighting outside. Secondly a fresh coat of paint and thorough cleaning would create a whole new look. More workout classes and utilizing the volleyball court and the grass area for youth soccer classes. The city of Brentwood offers some great classes in their facilities for families and I believe we have the ability to do that here. This would create new revenue by use of the facilities.

Lastly I would be interested in serving on a committee to work on these possibilities. We realize the great expense the city incurred in purchasing the Athletic Club let's use it to better serve our community and the city.

Sincerely, Rose Vieira

[REDACTED]

To the New Management of Discovery Bay Athletic Club

We have been members of DBAC for 6 years. We've enjoyed the convenience of the neighborhood club, the friendly staff and the excellent trainers available.

The club is complete and fulfills the needs of the family perfectly, from swimming and tennis to a complete gym for those interested in keeping fit. It has a wide array of fun and healthy classes from Zumba to cycling, ball & strength workouts and more.


Under new management we'd like to see some of the following improvements:

1. A general thorough cleaning.
2. Painting inside and out.
3. Parking lot resurfaced

These 3 improvements while not expensive need to be done to better reflect the lifestyle here at Discovery Bay.

Eventually as finances permit - new landscaping and upgraded equipment would make it a 1st class club. One we could all be proud of.

Richard and Julia Heyman



Town of Discovery Bay & The Discovery Bay Community Council

RE: The Discovery Bay Athletic Club

Hello all, my name is Janine Seaton. I have been a resident of Discovery Bay and a Discovery Bay Athletic Club member since 1996. I moved to Discovery Bay to enjoy an active lifestyle, indoors and out. I would love to see the community and myself continue to enjoy the 'Live Where You Play' lifestyle. The athletic club has played a key role in my life, as a World Champion Water Ski Racer, I have been working out and taking classes at the club for 16 years. I have been taking advantage of the personal training program with Tammy Cruze since 2000. Tammy is an excellent trainer and teacher, training with her took me to the top of my sport and kept me there for six years.

This club and the staff are truly a commodity to this active community. The hometown personal feeling of the club is very inviting. Convenience and location are key, this club is in the perfect location and that makes it very convenient. I may have skied my last race but I will always continue to enjoy my athletic club and the people in it.

The best is yet to come, Janine Seaton

[REDACTED] Discovery Bay, CA.94505

[REDACTED]



Town of Discovery Bay

"A Community Services District"
Community Center Committee
AGENDA REPORT

Meeting Date

February 4, 2013

Prepared By: Fairin Perez, Parks & Landscape Manager
Submitted By: Rick Howard, General Manager *RH*

Agenda Title

Review, Discussion and Possible Recommendation relating to the User Fees of the Future Community Center

Recommended Action

Forward recommendation to Town of Discovery Bay Community Services District Board of Directors to consider adoption of the User Fees for the future Community Center as approved by Community Center Committee

Executive Summary

On January 23, 2013 the Town of Discovery Bay Community Services District approved to fund the purchase of property at 1601 Discovery Bay Boulevard, Discovery Bay for a Community Center.

To ensure a seamless transition, discussions and decisions regarding some of the operational costs and procedures of the Community Center need to be addressed.

After reviewing estimated operational costs, current membership charges of existing athletic club and fee comparisons with similar government run facilities; staff has assembled a proposed use fee structure. The fee structure would apply to all potential users/registrants.

The fee schedule and oral report will be presented at the February 4, 2013 Community Center Committee meeting.

Fiscal Impact:

Amount Requested N/A

Previous Relevant Board Actions for This Item

Approval of Discovery Bay Community Center Funding – January 23, 2013

Attachments

Fee Schedule and Oral Report will be provided at the meeting

AGENDA ITEM: D-5