



TOWN OF DISCOVERY BAY CSD

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

**NOTICE OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY CSD
Wednesday March 16, 2011
1800 Willow Lake Road, Discovery Bay, California
Website address: www.todb.ca.gov**

REGULAR MEETING 7:00p.m.

A. ROLL CALL

1. Call business meeting to order 7:00p.m.
2. Pledge of Allegiance
3. Report on closed session of March 2, 2011

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. PRESENTATION

1. American Cancer Society

D. CHAIR REPORT AND DIRECTORS' COMMENTS

E. CONSENT CALENDAR

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

1. District Invoices
2. District Financials

F. NEW BUSINESS AND ACTION ITEMS

1. Consideration, approval and adoption of the Discovery Bay Landscape & Lighting Zone 8 2010-2011 Operating and Capital Improvement Budget Amendment
2. Discuss and provide comment on Contra Costa County Department of Conservation and Development's Agency Comment Request for the Regatta Park Basketball Court Project
3. Appointment of public members to the FY 2011-12 Budget Review Committee; the Community Center Committee and the Communications Committee
4. Merchant Card Services Agreement with Banc Card of America Inc. for Credit Card/Debit Card Transactions

G. VEOLIA REPORT

H. MANAGERS REPORTS

I. GENERAL MANAGER'S REPORT

J. LEGAL COUNSEL REPORT

1. Continued discussion regarding Board Meeting Rules of Order

K. CORRESPONDENCE – Discussion and Possible Action

1. Contra Costa County Aviation Advisory Committee Minutes of Meeting for January 11, 2011
 2. TRANSPLAN Committee Special Meeting Minutes for February 17, 2011
 3. Copy of Letter from Supervisor Piepho to Mayor Jim Frazier regarding most recent cross over accident on the Section of the Highway 4 Bypass dated February 22, 2011
 4. Letter from Supervisor Piepho regarding recent correspondence received by her office from Public Works answering questions concerning Discovery Bay CSD and Alamo MAC Committee dated February 25, 2011
 5. Copy of Letter from Discovery Bay P-6 Zone Citizen Advisory Committee to Sheriff Livingston regarding the Resident Deputy Program dated February 25, 2011
 6. Letter from Supervisor Piepho - Board Orders from March 1, 2011 Board of Supervisors Meeting
 7. Letter from Department of Conservation and Development regarding Notice of Public Review and Intent to Adopt a Proposed Mitigated Negative Declaration for the Orwood Resort dated March 9, 2011
- * Attachments to all correspondence are available at the district offices for public viewing during normal business hours.*

L. PUBLIC RECORD REQUESTS RECEIVED

Request from Don Flint – Independent Special Districts LAFCo Election dated February 17, 2011

M. FUTURE AGENDA ITEMS

N. ADJOURNMENT

1. Adjourn to the Special Meeting on April 6, 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 CSD

AGENDA REPORT

Meeting Date

March 16, 2011

Prepared By: Liz Hardy, Accounts Assistant
Submitted By: Rick Howard, General Manager *RH by ca*

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 \$279,504.18

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

AGENDA ITEM: E-1

Request for authorization to pay invoices
 For the Meeting on March 16, 2011
 Town of Discovery Bay CSD
 For Fiscal Year's 7/10 - 6/11



<u>Acct Code</u>				
1	7002	RellaStar Life Insurance Co. Emp# JR52,	ING Employer # JR52 457 (b) for Mar 1-15 for 3.20.11	Check \$350.00
	7003	RellaStar Life Insurance Co. Emp# JR52,	ING Employer # JR52 457 (b) for Feb 1-15 for 2.20.11	Check \$590.22
			Sub-Total	\$940.22
2	7003	SDRMA	Inv# 0007473-IN, dtd 03/01/11	Medical Benefits for March 2011 \$1,833.70
3	7003	SDRMA	Inv# 00077540-IN, dtd 03/07/11	Medical Benefits for April 2011 \$2,634.87
			Sub-Total	\$4,468.57
4	7005	Neumiller & Beardslee	Inv# 239018, dtd 3/8/11	Services performed thru 2/28/11 PRR \$881.50
5	7010	AMS.NET	Inv# 125315, dtd 3/2/11	GTM with Joey and reboot the server \$75.00
6	7010	Caselle, Inc.	Inv# 37733, dtd 3/1/11	Contract support charges from May 01, to July 31, 2011 \$435.00
7	7010	Herwitt Engineering	Inv# 10-11, dtd 12/03/1	Prof services for DB Comm Serv District Job# 2000-02 & 2002-12 \$2,484.75
8	7010	Herwitt Engineering	Inv# 11-02, dtd 03/02/11	Prof services for DB Comm Serv District Job# 2000-02 & 2002-12 \$5,670.00
9	0910-007	Herwitt Engineering	Inv# 10-11, dtd 12/03/1	Prof services for DB Comm Serv District UV Job# 2000-02 & 2002-12 \$980.00
			Sub-Total	\$6,650.00
10	7010	ParcelQuest	Inv# 8125-3-2001, dtd 3/4/11	CCC data & map disc monthly / annually \$864.56
11	7010	Stantec	Inv# 474159, dtd 3/7/11	Discovery Bay WWTP Master Plan \$18,700.42
12	7011	Veolia Water North America	Inv# 802, dtd 2/01/11	Operation Contract for month of Mar 2011 \$83,362.21
	7012	Veolia Water North America	Inv# 802, dtd 2/01/11	Prevention & Correction Fund for month of Mar 2011 \$3,560.42
			Sub-Total	\$86,922.63
13	7220	CC County Clerk	Inv# 976, dtd 3/7/11	Gubernatorial General Election Fees \$6,280.75
14	7300	American Retrofit Systems	Inv# 56, dtd 3/09/11	Finish out Scada report items and report findings \$1,200.00
15		<u>Ace Hardware Account # 808 Period Ending 2/28/11</u>		
	7300	General Repairs Water / Sewer		\$29.45
	7630	Site Maint / Landscape		\$30.31
	7690	Maint / Fuel		\$6.26
			Sub-Total	\$66.02
16	7300	Hach Company	Inv# 7113146, dtd 2/14/11	Annual service plant#2 UV payment for tax \$151.52
17	7300	J.W. Backhoe & Const	Inv# 1478, dtd 2/24/11	Fixed 2 leaking fire hydrants at 4888 Cabrillo Pt & DB Blvd/Cab Pt \$3,126.31
18	7300	J.W. Backhoe & Const	Inv# 1480, dtd 2/24/11	Called out to shut off fire hydrant valve car knocked into \$1,822.00
19	7300	J.W. Backhoe & Const	Inv# 1481, dtd 2/24/11	Leak at 5610 Beaver Ln \$3,099.32
20	7300	J.W. Backhoe & Const	Inv# 1482, dtd 2/24/11	Repaired fire hydrant at 1333 & 1323 Discovery Bay Blvd \$3,213.07
			Sub-Total	\$11,260.70
21	7300-P	R & B Company	Inv# S1246376.001, dtd 2/28/11	6 AL61 air / vac valve 125# \$1,852.27
22	7300-P	Shape Inc	Inv# 115711, dtd 02/28/11	Parts and repair for pump \$16,323.41
23	7300-P	Shape Inc	Inv# 115712, dtd 02/28/11	Pump prep fee rebuild 3301 pump \$1,120.00
			Sub-Total	\$17,443.41
24	7330	Basic Chemical Solutions	Inv# S15844197, dtd 03/01/11	Chemicals for 1800 Newport Drive \$1,440.48
25	7330	Basic Chemical Solutions	Inv# S15844198, dtd 3/1/11	Chemicals for 1800 Willow Lake Drive \$1,126.48
			Sub-Total	\$2,566.96
26	7430	Office Depot	Inv# 552935982001, dtd 2/21/11	Office Supplies \$4.66
27	7430	Office Depot	Inv# 552936016001, dtd 2/21/11	Office Supplies \$14.14
28	7430	Office Depot	Inv# 553449729001, dtd 2/24/11	Office Supplies \$70.25
29	7430	Office Depot	Inv# 554125509001, dtd 3/02/11	Office Supplies \$174.53
30	7952	Office Depot	Inv# 553563614001, dtd 2/25/11	Office Supplies \$45.71
	7952	Office Depot	Inv# 553563614001, dtd 2/25/11	Office Supplies \$44.68
			Sub-Total	\$353.97
31	7410	Ricoh Americas Corp	Inv# 411721972, dtd 03/01/11	Copier Maint for Feb 2011 \$270.87
32	7430	UPS	Inv# 000012X417091, dtd 2/26/11	Package sent to Alana B. Spec. Dist. Risk mgnt \$10.99
33	7520	Verizon Wireless	Inv# 0954484098, dtd 2/26/11	Monthly usage charges for Jan 27 - Feb 26 \$411.33

34	7550	AT&T Inv# 925-513-8682 198 8, dtd 2/26/11 Monthly service - Jan 26 thru Mar 25	\$106.38
35	7630	Antioch Plumbing, Inc. Inv# 5092 dtd 03/07/11 1037 DB Blvd Unstop sink waste line	\$182.17
36	7630	Brut Force Janitorial Inv# 103, dtd 2/25/11 Cleaning main office and DB office for Feb 28 and March 14	\$110.00
37	7720	Chris Steele Expenses for Meetings & Milage, dtd 3/04/11 Feb 2011	\$570.38
38	7720	Kevin Graves Expenses for Meetings & milage, dtd 3/09/11 Feb 2011	\$523.93
39	7720	Ray Tetreault Expenses for Meetings, dtd 3/09/11 Feb 2011	\$300.00
40	7825	CCC Public Works Dept Inv# 915809, dtd 3/4/11 Encroachment permit inspection charges	\$2,015.06
41	7825	CCC Public Works Dept Inv# 915810, dtd 3/4/11 Encroachment permit inspection charges	<u>\$1,772.29</u>
		Sub-Total	\$3,787.35
42	7952	Brentwood Reprographics Inv# 2010-3230, dtd 11/8/10 Regatta, Streetscape, Ravenswood & CSD	\$86.81
43	7952	Odyssey Landscape Co, Inc. Inv# 36035437, dtd 2/21/11 Monthly contract***	\$7,130.00
44	7952	Odyssey Landscape Co, Inc. Inv# 36035513, dtd 2/28/11 Concrete Repairs***	\$2,200.00
45	7952	Odyssey Landscape Co, Inc. Inv# 36035514, dtd 2/28/11 Annual color installation***	<u>\$625.00</u>
		***To be Reimbursed for Zones #'s 35, 57, and 61	
		Sub-Total	\$9,955.00
46	7952	TODB Inv# 2732, dtd 2/24/11 Water usage charge meter # 50951162	\$416.40
47	1011-001	Galt Pipe Company Inv# 1000008520, dtd 12/28/10 Parts for UV Bypass	\$606.14
48	1011-009	Parkson Corp Inv# AR1/9100260 Feb, dtd 2/1/11 Electric Moles	\$1,625.00
49	1011-009	Parkson Corp Inv# AR1/9100260 Mar, dtd 3/1/11 Electric Moles	<u>\$1,625.00</u>
		Sub-Total	\$3,250.00
		TODB TOTAL...	\$183,166.00

Acct. #	TOWN OF DISCOVERY BAY CSD OPERATING BUDGET 2010/2011 Approved at 06/16/10 Meeting	2009/2010 Budget	2009/2010 YTD ACTUALS	2009/2010 % of Budget YTD	2010/2011 Budget	25.00%	33.33%	41.67%	75.00%	83.33%	Pending Approval 03/16/11	2010/2011 YTD REIMB.	2010/2011 YTD ACTUALS	2010/2011 % of Budget YTD
7000	Contract Services													
7001	General Manager	\$102,000	\$103,719	102%	\$130,000	\$1,661	\$3,596	\$4,276	\$55,364	\$223,531	\$350	\$66,099	\$287,716	51%
7002	District Staff	\$221,000	\$388,678	176%	\$270,000							\$0	\$287,716	107%
	W Staff Water Related				\$125,000							\$0	\$0	0%
	L Landscape Related (Reimb)				\$121,000							\$0	\$0	0%
7003	District Benefits	\$50,000	\$0	0%	\$52,500				\$3,690		\$5,059	\$10,605	\$10,605	20%
7005	Legal	\$60,000	\$87,417	146%	\$80,000		\$4,524	\$6,502	\$6,439		\$882	\$42,937	\$42,937	54%
7010	Consulting Services	\$130,000	\$104,787	44%	\$210,000	\$14,391	\$8,992	\$5,568	\$24,611	\$6,202	\$28,230	\$133,049	\$133,049	63%
7011	Voella Operations	\$1,020,000	\$1,079,476	161%	\$1,173,000	\$83,952			\$250,066	\$5,072	\$83,952	\$671,970	\$671,970	57%
7012	Voella Prov & Corrective Fund	\$48,000	\$101,819	212%	\$80,000	\$3,560		\$10,266	\$15,754		\$3,550	\$48,962	\$48,962	61%
7013	NPDES Permit		\$0	0%								\$0	\$0	0%
	W Staff Water Related	\$62,000		0%	\$24,000							\$0	\$0	0%
7014	Outsource of Water Billing													
7015	General Operating Expenses													
7120	Audit	\$19,000	\$21,025	111%	\$35,000		\$1,030					\$23,380	\$23,380	67%
7135	Electrical Cost (water)	\$300,000	\$328,208	109%	\$300,000	\$108	\$53,460	\$39,376	\$13,890	\$15,931		\$260,011	\$260,011	87%
7137	Electrical Cost (sewer)	\$300,000	\$371,764	124%	\$325,000	\$9,894	\$39,233	\$32,386	\$26,828	\$22,447		\$252,111	\$252,111	78%
7210	Public Comm & Noticing	\$10,000	\$13,367	134%	\$5,000	\$160						\$388	\$388	8%
7220	Election Expenses		\$0	0%	\$12,000						\$5,281	\$0	\$0	0%
7230	Rent - Public Meetings	\$500	\$0	0%	\$500				\$237			\$0	\$0	0%
7250	Permits	\$6,000	\$28,073	468%	\$16,000	\$575	\$14,786					\$6,023	\$6,023	38%
7285	NPDES NOV Fines (\$)	\$30,000	\$29,233	97%	\$25,000							\$29,111	\$29,111	59%
7290	Staff Training	\$3,500	\$1,716	49%	\$2,500		\$281					\$0	\$0	0%
7300	General Repairs Water / Sewer	\$300,000	\$554,147	185%	\$350,000	\$93,956	\$39,043	\$2,737	\$27,444	\$20,457	\$12,642	\$447,701	\$447,701	128%
	P Pump Repairs		\$1,445		\$150,000		\$550	\$5,041	\$7,029		\$19,296	\$47,980	\$47,980	32%
7310	NTR / SIP Testing	\$15,000	\$0	0%	\$15,000							\$0	\$0	0%
7320	Special Equipment/Signage	\$3,000	\$4,699	157%	\$3,000	\$106	\$158	\$425				\$688	\$688	23%
7330	Chemicals/Order Materials	\$50,000	\$97,797	196%	\$65,000	\$6,683	\$12,701	\$4,443	\$2,394	\$1,722	\$2,567	\$62,036	\$62,036	95%
7400	Office Expenses													
7410	Copier Maint	\$5,000	\$4,697	94%	\$4,500	\$157	\$440		\$284		\$271	\$1,849	\$1,849	41%
7420	Postage	\$7,000	\$17,497	250%	\$9,000	\$288	\$1,720	\$321	\$785	\$897		\$7,436	\$7,436	297%
7430	Office Supplies		\$17,497		\$9,000	\$124	\$451	\$996	\$765	\$224	\$279	\$4,735	\$4,735	59%
7500	Communications													
7510	Web Site/Internet	\$3,000	\$29,109	970%	\$1,000	\$160	\$479	\$346	\$370		\$411	\$3,723	\$3,723	372%
7520	Wireless	\$4,000	\$4,849	132%	\$4,500	\$460	\$651		\$652		\$106	\$4,282	\$4,282	95%
7550	Telephone	\$2,500	\$6,371	255%	\$4,000	\$380	\$1,154	\$441	\$107			\$3,370	\$3,370	84%
7600	District Wide													
7630	Site Maintenance Landscape	\$10,000	\$23,632	236%	\$15,000	\$196	\$136	\$4,265	\$823		\$922	\$15,224	\$15,224	101%
7665	Office Bldg / Improvements	\$5,000	\$24,877	498%	\$10,000	\$6	\$2,141	\$6	\$6			\$3,002	\$3,002	30%
7670	Office Equipment / Software	\$5,000	\$30,085	601%	\$8,000	\$30	\$631	\$50	\$312			\$2,838	\$2,838	35%
7680	Office Furnishings	\$1,000	\$1,456	146%	\$1,000	\$252			\$69			\$397	\$397	40%
7685	Tools	\$3,000	\$6,193	206%	\$3,500	\$38	\$1,027	\$2,999	\$594	\$248		\$5,765	\$5,765	165%
7690	Maint / Fuel	\$18,000	\$25,323	141%	\$19,000	\$293	\$9,097	\$1,835	\$1,088		\$6	\$20,657	\$20,657	109%
7700	Directors Expense													
7720	Compensation	\$36,000	\$25,038	70%	\$36,000	\$2,266	\$1,400	\$1,318	\$2,445		\$1,394	\$14,489	\$14,489	40%
7730	Training	\$1,000	\$312	31%	\$600		\$24		\$90			\$6,936	\$6,936	1156%
7950	Miscellaneous	\$1,000	\$161,203	16120%	\$12,000	\$72	\$5,822	\$127	\$385			\$9,592	\$9,592	63%
7951	Misc - Reimbursable		\$0	0%	\$0							\$0	\$0	0%
7952	Misc - Zones Reimbursable		\$0	0%	\$0							\$0	\$0	0%
7955	Reimbursement (Hofmann)		\$0	0%	\$0							\$0	\$0	0%
7100	Insurance													
7115	General Liability	\$60,000	\$102,503	171%	\$48,000							\$0	\$0	0%
7120	Worker's Comp				\$6,000							\$1,900	\$1,900	32%
7800	County Services													
7805	Revenue Collection	\$3,000	\$5,153	172%	\$5,500							\$4,640	\$4,640	84%
7810-0810	Investment Fee	\$600	\$0	0%	\$700							\$0	\$0	0%
7815-2315	Data Processing		\$0	0%	\$0							\$0	\$0	0%
7820	Accounting (A/P, A/R, GL)	\$5,000	\$21,180	424%	\$6,000				\$789		\$3,767	\$7,836	\$7,836	131%
7825	Public Works - permits		\$91,100		\$231,000							\$0	\$0	0%
CREDITS	Reimbursements to Town of DE	\$2,919,100	\$3,711,273	127%	\$3,697,800	\$223,695	\$213,352	\$170,310	\$679,217	\$84,926	\$0	\$178,330	\$0	70%

Miscellaneous Adjustments:	
Amount	Description
\$5,545.00	S/B in #7952
\$168.44	S/B in #7952
\$4,408.00	S/B in #1011-017
\$11,331.42	S/B in #7300

Reimbursements:	
Date	Company
No	Amount

Acct. #	TOWN OF DISCOVERY BAY CSD OPERATING BUDGET 2010/2011 Approved at 06/16/10 Meeting	2009/2010 Budget	2009/2010 YTD ACTUALS	2009/2010 % of Budget YTD	2010/2011 Budget	Sep 10 Month to Date Expenses	Oct 10 Month to Date Expenses	Nov 10 Month to Date Expenses	Feb 11 Month to Date Expenses	Mar 11 Month to Date Expenses	Apr 11 Month to Date Expenses	Pending Approval 03/16/11	2010/2011 YTD REIMB.	2010/2011 YTD ACTUALS	2010/2011 % of Budget YTD
						\$23,805.08	S/B in #7300P								
						\$650.00	S/B in #0809-002								
						\$225.00	S/B in #7630								
						\$95.00	remove - pd 7/27/10								
						\$177.99	S/B in #7300								
						\$4,010.67	S/B in #7300P								
						\$721.00	S/B \$716.00								
						\$731.00	S/B \$150.00								
						\$8,944.00	S/B \$8,452.00								
						\$1,444.52	S/B in #7300P								
						\$550.00	S/B in #7300P								
						\$4,040.70	S/B in #7300P								
						\$1,000.00	S/B in #7300P								
						\$3,028.68	S/B in #7300P								
						\$8,080.55	S/B in #7300P								

Acct. #	Account Description	2009/2010 ACTUALS	2009/2010 % of Budget YTD	2010/2011 BUDGET	Dec 10 M-T-D Exp.	Jan 11 M-T-D Exp.	Feb 11 M-T-D Exp.	Mar 11 M-T-D Exp.	Apr 11 M-T-D Exp.	Plan to Approve 03/16/11	2010/2011 YTD REIMB.	2010/2011 ACTUALS	2010/2011 % of Budget YTD
0910-004	Rehab Manholes	\$0	0%	\$15,000			\$9,177					\$24,070	160%
0910-005	Landscape Plant #1	\$2,636	53%	\$5,000			\$16,810					\$175,550	#DIV/0!
0910-006	Replace Sewer Main	\$0	0%		\$41,078	\$4,719	\$1,890			\$980		\$308,607	#DIV/0!
0910-007	UV System	\$457,297	114%	\$200,000								\$0	0%
0910-008	Salinity Project	\$0	0%									\$0	0%
0910-009	Pumps / Motors Replacement	\$35,470	71%	\$85,000								\$0	0%
0910-010	Wetlands	\$8,304	1%	\$80,000	\$4,513					\$606		\$10,102	13%
1011-001	By-Pass Pipeline	\$0		\$20,000								\$0	0%
1011-002	Replace PLC's	\$0		\$22,000								\$0	0%
1011-003	Bio-Solids Pumps (2) Wet Well	\$0		\$60,000								\$500	1%
1011-004	Rehab Lift Station W	\$0		\$12,000								\$0	0%
1011-005	Bypass Valve Lift Station S	\$0		\$125,000								\$0	0%
1011-006	Metal Cover for UV Area	\$0		\$25,000								\$0	0%
1011-007	Clarifier Cleaning Devices	\$0		\$15,000								\$0	0%
1011-008	Paving for Bio-Solids Area	\$0		\$80,000		\$9,750	\$1,625			\$3,250		\$53,983	67%
1011-009	New Moles (2)	\$0		\$25,000								\$0	0%
1011-010	Road Crossing Ramps	\$0		\$769,000	\$45,591	\$14,469	\$29,502	\$0	\$0	\$4,836	\$0	\$572,812	74%
Sewer Sub Total													
WATER		\$581,375	36%	\$769,000	\$45,591	\$14,469	\$29,502	\$0	\$0	\$4,836	\$0	\$572,812	74%
0809-002	Well #6 Design & Drill Test Hole	\$475,615			\$9,688	\$10,173	\$3,202	\$4,370				\$36,199	0%
0910-011	Security Door Locks (12)	\$12,980	216%	\$6,000								\$0	0%
0910-012	Ladder Vandal Guard	\$0	0%	\$2,000								\$0	0%
0910-013	Pumps / Motors Replacement	\$2,972	20%	\$500,000								\$21,360	4%
0910-014	Water Meter Program	\$63,079	13%	(\$500,000)								\$0	0%
Water Meter Program: Reimbursements				\$40,000								\$45,769	114%
1011-011	Filter Media Replacement	\$0		\$30,000			\$16,300					\$0	#DIV/0!
1011-012	Stabilize Around Willow Lake	\$0		\$50,000			\$10,335					\$10,335	34%
1011-013	Rehab Well(s)	\$0		\$20,000								\$0	0%
1011-014	Replace Water Mains	\$0		\$20,000								\$0	0%
1011-015	Water Meter Trailer	\$0		\$148,000	\$9,689	\$39,642	\$29,837	\$4,370	\$0	\$0	\$0	\$113,663	77%
Water Sub Total													
OTHER		\$555,237	106%	\$148,000	\$9,689	\$39,642	\$29,837	\$4,370	\$0	\$0	\$0	\$113,663	77%
1011-016	Pickup Truck (1)	\$0		\$20,000								\$0	0%
1011-017	K-Rail for Bulk Material	\$0		\$15,000								\$4,408	29%
1011-018	Portable Message Units	\$0		\$30,000								\$0	0%
1011-019	GPS Tracking Device	\$0		\$12,000								\$0	0%
1011-020	Replace Fence Near Marina	\$0		\$15,000								\$0	0%
1011-021	New Chairs for Board Room	\$0		\$6,000								\$0	0%
Other Sub Total		\$7,251	19%	\$98,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,408	4%
0102-00	Pipeline Replace Reserve	\$0		\$0								\$0	#DIV/0!
CREDITS		\$0		\$0								\$0	#DIV/0!
Reimbursement to Town of DB		\$0		\$0								\$0	#DIV/0!
Total CIP Budget		\$1,143,864	71%	\$1,015,000	\$55,280	\$54,110	\$59,339	\$4,370	\$0	\$4,836	\$0	\$690,882	#DIV/0!

Amount	Description
\$4,408.00	S/B in #1011-017
\$38,032.20	removed - paid on 7/23/10

Request for authorization to pay invoices
 For the Meeting on March 16, 2011
 Town of Discovery Bay, D.Bay L&L Park #8
 For Fiscal Year's 7/10 - 6/11

<u>Acct Code</u>				
1	2100	Office Depot	Inv# 553449729001, dtd 2/24/11	Office supplies glue sticks \$2.63
2	2120	Discovery Bay Disposal	Acct# 17-0001966, dtd 2/01/11	COM 2 Yd Bin \$239.00
3	2120	TODB	Inv# 2679, dtd 2/15/11	Water usage 4th qrt 2010 Lift station R \$7.76
4	2120	TODB	Inv# 2680, dtd 2/15/11	Water usage 4th qrt 2010 Meter # 66369164 \$8.91
5	2120	TODB	Inv# 2681, dtd 2/15/11	Water usage 4th qrt 2010 Meter # 66369167 \$68.33
6	2120	TODB	Inv# 2682, dtd 2/15/11	Water usage 4th qrt 2010 Meter # 64739727 \$26.95
7	2120	TODB	Inv# 2683, dtd 2/15/11	Water usage 4th qrt 2010 Meter # 66369166 \$569.40
8	2120	TODB	Inv# 2684, dtd 2/15/11	Water usage 4th qrt 2010 Meter # 66369169 \$200.83
9	2120	TODB	Inv# 2685, dtd 2/15/11	Water usage 4th qrt 2010 Meter # 64139739 \$103.66
10	2120	TODB	Inv# 2686, dtd 2/15/11	Water usage 4th qrt 2010 Meter # 56844608 \$201.63
11	2120	TODB	Inv# 2687, dtd 2/15/11	Water usage 4th qrt 2010 Meter # 62240129 \$42.20
12	2120	TODB	Inv# 2688, dtd 2/15/11	Water usage 4th qrt 2010 Meter # 56844612 \$18.92
13	4829	TODB	Inv# 2670, dtd 2/11/11	Misc Reimb for DB Blvd & Sandpoint Rd Landscape plants - exmp \$50.00
			Sub-Total	\$1,298.59
14		<u>Brentwood Ace Hardware, Period Ending 02/28/11</u>		
	2130	Small Tools & Instruments		\$10.31
	2270	Maintenance of Equipment		\$5.86
			Sub-Total	\$16.17
15	2200	Brentwood Reprographics	Inv# 2011-0770, dtd 3/8/11	Cornell playground rep \$5.00
16	4829	Brentwood Reprographics	Inv# 2010-3230, dtd 11/8/10	Regatta, Streetscape, Ravenswd, & CSD \$76.35
			Sub-Total	\$81.35
17	2282	Green Valley Landscape	Inv# 834, dtd 3/4/11	Renovate irrig system Seal Way at DB Blvd \$4,493.00
18	4829	Green Valley Landscape	Inv# 823, dtd 3/1/11	Improvements at DB Blvd/Sand Pt Rd \$7,751.97
19	4829	Green Valley Landscape	Inv# 833, dtd 3/4/11	Renovate irrig system DB Blvd/Sand Pt Rd. \$28,932.63
20	4829	Green Valley Landscape	Inv# 835, dtd 3/4/11	Replace old gate valves/quick couplr exist locations \$3,906.65
			Sub-Total	\$45,084.25
21	4546	Odyssey Landscape Co	Inv# 36035513, dtd 2/28/11	Concrete repairs \$830.00
22	4829	Watersavers Irrig Inc.	Inv# I1027591, dtd 2/04/11	Maint and parts at Sand Pt & DB Blvd \$4,815.85
			TOTAL	\$52,367.84

County Acct#	Account Description	2009/2010 Budget	2009/2010 Actuals	2009/2010 % of Budget YTD	2010/2011 Budget	25.00%	33.33%	41.67%	50.00%	58.33%	66.67%	75.00%	83.33%	Plan to Approve 3/16/2011	2010/2011 Actuals	% of Budget YTD
2100	Office Expenses	\$500	\$1,076	215%	\$850	\$51	\$163	\$382	\$60	\$25	\$286			-\$57	\$1,012	119%
2102	Books, Periodicals & Subscriptions	\$50	\$25	49%	\$150	\$100								\$60	\$160	107%
2103	Postage	\$50	\$0	0%	\$0					\$11						22%
2110	Communications (Messenger, Radio, etc.)	\$1,500	\$1,140	76%	\$1,785	\$60									\$60	3%
2120	Utilities (Street Lights, Water, & Garbage)	\$105,000	\$89,858	86%	\$117,000	\$12,060	\$5,281	\$11,981	\$11,063	\$7,424	\$7,082	\$6,818		\$1,488	\$69,671	60%
2130	Small Tools & Instruments	\$1,000	\$875	87%	\$1,500	\$107	\$124	\$388	\$20		\$120	\$48		\$10	\$1,643	219%
2131	Minor Equipment, Furniture Less than \$1000.	\$500	\$1,208	242%	\$975			\$75			\$24				\$99	10%
2170	Household Items	\$800	\$1,209	151%	\$900	\$879					\$210				\$1,089	121%
2190	Public Notices	\$100	\$633	633%	\$150									\$5	\$0	0%
2200	Memberships	\$200	\$0	0%	\$450		\$120				\$40				\$220	36%
2250	Rent & Lease of Equipment	\$100	\$95	95%	\$500	\$220									\$0	44%
2251	Computer Software	\$500	\$0	0%											\$0	#DIV/0!
2270	Maintenance of Equipment	\$700	\$1,358	265%	\$950		\$80	\$9						\$6	\$89	9%
2271	Automotive Supplies & Repairs	\$1,300	\$9	1%	\$2,000		\$886					\$341			\$1,386	69%
2272	Gasoline/Fuel for Equipment	\$4,100	\$2,246	55%	\$4,000	\$368	\$181	\$249	\$78		\$300	\$295			\$1,715	43%
2281	Maintenance of Buildings	\$5,000	\$5,402	108%	\$5,300	\$350	\$350	\$372	\$700	\$350					\$2,822	53%
2282	Grounds Maintenance	\$250,000	\$189,315	76%	\$166,484	\$1,854	\$1,890	\$13,215	\$13,185	\$12,969	\$13,701			\$4,493	\$120,836	73%
2284	Requested Maintenance from County (3620)	\$500	\$0	0%											\$0	#DIV/0!
2301	Auto Mileage/Employee Reimbursement	\$300	\$790	263%	\$100										\$0	0%
2303	Other Travel Employee Expenses	\$200	\$102	51%	\$1,500							\$389			\$389	26%
2310	Professional Services	\$10,000	\$11,116	111%	\$8,100	\$400	\$170				\$4,402				\$5,338	66%
2310	Staff Payroll	\$83,000	\$39,084	47%	\$72,000	\$726	\$497					\$20,693			\$33,587	47%
2360	Insurance	\$8,000	\$10,389	130%	\$5,200		\$528		\$787	\$315					\$1,630	31%
2470	Road/Construction Materials (Street Signs)	\$1,000	\$0	0%	\$500										\$0	0%
2479	Other Special Expenses	\$5,000	\$5,810	116%	\$3,500	\$59	\$778								\$1,484	42%
2490	Miscellaneous Services & Supplies	\$200	\$21	10%	\$300		\$27	\$172		\$108					\$307	102%
3530	Taxes & Assessments	\$4,500	\$0	0%											\$0	#DIV/0!
3611	Interfund Exp - Gov/Inv Investment Svcs&Property Tax Adm. Costs)	\$500	\$0	0%	\$500										\$0	0%
5011	Reimbursement-Gov/Gov County Administration Chrgs	\$500	\$0	0%	\$500										\$0	0%
Misc.	Reserves		\$0												\$0	
	Total Expenses	\$465,100	\$362,238	78%	\$394,494	\$17,134	\$20,580	\$27,399	\$25,952	\$21,202	\$26,856	\$41,899	\$0	\$6,004	\$243,707	62%

Miscellaneous Adjustments:

3/11/11 \$60.00 was in acct 2100. S/B in 2102 (11/23/10).

County Acct#	Account Description	2009/2010		2010/2011 Budget	2009/2010 % of Budget YTD	2010/2011 Budget	Nov 10 Month to Date Expenses	50.00%	Dec 10 Month to Date Expenses	58.33%	Jan 11 Month to Date Expenses	66.67%	Feb 11 Month to Date Expenses	75.00%	Mar 11 Month to Date Expenses	83.33%	Apr 11 Month to Date Expenses	Approve 3/16/2011	2010/2011 Actuals	2010/2011 % of Budget YTD	
		Budget	Actuals																		
4265	Various Improvements	\$7,500	\$4,842	\$7,500	65%	\$7,500		\$665	\$3,294	\$3,294				\$103					\$4,062	54%	
4546	Structure & Walkway Repairs	\$3,500	\$0	\$3,500	0%	\$3,500													\$0	0%	
4789	DB L&L Zone #8 Playground Equipment	\$3,000	\$0	\$3,000	0%	\$115,000	\$3,080	\$7,627	\$924	\$14,773	\$616			\$36,488					\$11,323	10%	
4829	DB L&L Zone #8 Landscape Master Plan Entrar	\$0	\$0	\$0		\$0		\$34											\$102,584	#DIV/0!	
	DB L&L Zone #8 Landscape Clipper Drive Phas	\$0	\$0	\$0		\$0		\$468											\$0	#DIV/0!	
***	DB L&L Zone #8 Misc. Projects (1)	\$233,100	\$9,314	\$350,000	4%	\$350,000								\$2,686					\$39,440	11%	
4834	Cornell Park - Discovery Bay	\$3,000	\$0	\$7,500	0%	\$7,500								\$815					\$3,501	47%	
4953	Vehicle Purchase	\$1,000	\$26	\$1,000	3%	\$1,000								\$2,600					\$17,493	#DIV/0!	
4956	Tools & Sundry Equipment	\$251,100	\$14,182	\$484,500	6%	\$484,500	\$3,080	\$8,793	\$4,217	\$18,804	\$39,276	\$0	\$46,363	\$181,003					\$2,600	260%	
	Total																				

*** DB L&L Zone #8 Misc. Projects (1)
1 Willow Lake Rd \$120,000
2 Discovery Bay Blvd. (East) \$230,000
\$350,000

**Request for authorization to pay invoices
For the Meeting on March 16, 2011
Town of Discovery Bay, D.Bay L&L Park #9 (Ravenswood)
For Fiscal Year's 7/10 - 6/11**

<u>Acct Code</u>			
1	2282	American Retrofit Systems Inv# 54, dtd 3/1/11	Repair booster pump at Ravens Park \$375.00
2	2282	Odyssey Landscape Co, Inc. Inv# 36035437, dtd 2/21/11	Monthly contract \$2,725.00
3	2120	TODB Inv# 2689, dtd 2/15/11	Water usage 4th qrt 2010 Meter # 65712638 \$374.64
4	2120	TODB Inv# 2690, dtd 2/15/11	Water usage 4th qrt 2010 Meter # 65401019 \$311.64
5	2120	TODB Inv# 2691, dtd 2/15/11	Water usage 4th qrt 2010 Meter # 64317397 \$91.62
6	2310	TODB Inv# 2641, dtd 2/2/11	Reimb of Payroll charges from Nov 2010 \$3,073.14
7	4265	TODB Inv# 2669, dtd 2/11/11	Misc Reimb for Ravenswood splash pad & solar lighting \$50.00
	4546	TODB Inv# 2669, dtd 2/11/11	Misc Reimb for Ravenswood splash pad & solar lighting \$50.00
			Sub-Total \$3,951.04
8	2282	ValleyCrest Inv# 3703923, dtd 2/8/11	Irrig repairs at Ravenswood park \$630.00
9	4265	Breneman Inc. Inv# 512, dtd 3/6/11	Ravenswood Park Splash pad remaining CO #1 & misc \$27,679.50
10	4546	Breneman Inc. Inv# 513, dtd 3/6/11	Install concrete footings & light poles Ravenswood Park \$6,798.00
			Sub-Total \$34,477.50
11	4265	Brentwood Reprographics Inv# 2010-2603, dtd 9/7/10	Splash pad (b & w large) bond \$95.44
12	4546	Brentwood Reprographics Inv# 2010-3230, dtd 11/8/10	Regatta, streetscape, ravenswd, CSD \$16.36
			Sub-Total \$111.80
13	4546	American Retrofit Systems Inv# 53, dtd 2/23/11	Prep 6 poles for install at Raven Park \$250.00
14	4546	American Retrofit Systems Inv# 55, dtd 3/09/11	Install 6 solar pole lights Ravenswd \$1,450.00
			Sub-Total \$1,700.00
		TOTAL	\$43,970.34

2010/2011

County Acct#	Town of Discovery Bay/L&L #9 Ravenswood Operating Expense Budget Approved at 6/16/10 Meeting Account Description	2009/2010 Budget	2009/2010 YTD ACTUALS	2009/2010 % of Budget YTD	2010/2011 Budget	Feb 10 Month to Date Expenses	75.00% Mar 10 Month to Date Expenses	83.33% Apr 10 Month to Date Expenses	Planned to Pay 3/16/2011	2010/2011 YTD REIMB.	2010/2011 YTD ACTUALS	2010/2011 % of Budget YTD
2100	Office Expenses	\$150	80	54%	\$150	\$25					\$379	253%
2102	Books, Periodicals & Subscriptions	\$50	120	240%	\$50						\$24	49%
2103	Postage	\$50	11,024	22047%	\$50						\$80	161%
2110	Communications (Messenger, Radio, etc.)	\$100	268	268%	\$650						\$120	18%
2120	Utilities (Street Lights, Water, & Garbage)	\$5,000	103	2%	\$12,500	\$566	\$591		\$778		\$11,024	88%
2130	Small Tools & Instruments	\$100	239	239%	\$100	\$26	\$48				\$268	268%
2131	Minor Equipment, Furniture Less than \$1000.	\$100	253	253%	\$500						\$103	21%
2170	Household Items	\$0	581	#DIV/0!	\$700	\$46			\$35		\$239	34%
2190	Public Notices	\$50	38	76%	\$150						\$253	169%
2200	Memberships	\$50	0	0%	\$165						\$40	24%
2250	Rent & Lease of Equipment	\$500	0	0%							\$0	
2251	Computer Software		0	#DIV/0!	\$500						\$0	0%
2270	Maintenance of Equipment	\$200	109	55%	\$200						\$80	40%
2271	Automotive Supplies & Repairs	\$300	0	0%	\$300						\$87	29%
2272	Gasoline/Fuel for Equipment	\$300	0	0%	\$500	\$287	\$75				\$858	172%
2282	Grounds Maintenance	\$54,000	32,593	60%	\$48,540	\$2,912			\$3,765		\$23,573	49%
2301	Auto Mileage/Employee Reimbursement	\$100	129	129%							\$0	
2303	Other Travel Employee Expenses		46	#DIV/0!	\$250						\$0	0%
2310	Professional Services	\$5,000	2,890	58%	\$2,000		\$6,379				\$10,170	509%
2310	Staff Payroll	\$13,000	356	3%	\$25,500	\$1,964			\$3,073		\$3,153	12%
2360	Insurance	\$5,000	0	0%	\$1,850						\$490	27%
2470	Road/Construction Materials (Street Signs)		0	#DIV/0!							\$0	
2478	Other Special Expenses		1,249	#DIV/0!	\$500	\$10					\$343	69%
2490	Miscellaneous Services & Supplies		0	#DIV/0!	\$300						\$0	0%
3530	Taxes & Assessments	\$1,000	0	0%	\$500						\$0	0%
5011	Reimbursement-Gov/Gov County Admin. Chrgs	\$100	0	0%							\$0	0%
	Misc. Reserves		0	#DIV/0!							\$0	
	Total Expenses	\$85,150	50,078	59%	\$95,955	\$5,846	\$7,093	\$0	\$7,651		\$51,286	53%

Reserves=
Total Reserves
* Maintenance includes bioswales/mitigation areas.
* Future budget for utilities etc. to be based on actuals.

Town of Discovery Bay/L&L #9 Ravenswood
Capital / Asset

For 2007/08 there is no planned Capital Improvement
Plans
Miscellaneous Adjustments:
3/11/11 \$34,79 was in 2282. S/B in acct 2170

County Acct#	Account Description	2010/2011 Budget	Town of Discovery Bay/D.Bay L&L Zone #9 Capital / Asset Budget 10/11					Planned to Pay 3/16/2011	2010/2011 YTD REIMB.	2010/2011 YTD ACTUALS	2010/2011 % of Budget YTD
			50.00% Dec 10 Month to Date Expenses	58.33% Jan 10 Month to Date Expenses	66.67% Feb 10 Month to Date Expenses	75.00% Mar 10 Month to Date Expenses	83.33% Apr 10 Month to Date Expenses				
4226	Various Park	\$0									
4265	Various Improvements	\$87,865			\$71,777	\$1,387	\$27,825		0		
4546	Structure & Walkway Repairs	\$11,000		\$14	\$3,245		\$8,564		76,848	87%	
4789	Playground Equipment	\$0							21,672	197%	
4956	Tools & Sundry Equipment	\$0							0		
	Total	\$98,865	\$0	\$14	\$75,022	\$1,387	\$36,389	\$0	98,520	100%	



Town of Discovery Bay CSD AGENDA REPORT

Meeting Date

March 16, 2011

Prepared By: Calista Anderson, Administrative Assistant & Liz Hardy, Accounts Assistant
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 balance before reserves for DB #8 is \$1,855,427

Less the reserves of \$300,000, we have a fund balance available of \$1,555,427

DB Lighting & Landscaping Zone #9

The account total fund balance before reserves for DB #9 is \$272,900

Less the reserves of \$56,195, we have a fund balance available of \$216,705

Town OF Discovery Bay, CSD Water & Sewer

The account total fund balance before reserves for Water & Sewer is \$6,479,219.65

Less the reserves of \$3,000,000, we have a fund balance available of \$3,479,219.65

Fiscal Impact:

Amount Requested: N/A

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

Prog/Fund # Category:

Previous Relevant Board Actions for This Item

Attachments

D.Bay L&L Zone #8 Budget vs. Actuals for 2010-2011 through February 14, 2011

D.Bay L&L Zone #9 Budget vs. Actuals for 2010-2011 through February 14, 2011

Town of Discovery Bay CSD Transaction Detail Report for 2010-2011 through February 14, 2011

AGENDA ITEM: E-2

D.Bay L&L Park #8 District
 Revenue & Expenditure Budget vs. Actuals Worksheet 2010-2011
 January 13, 2011 through February 14, 2011 Period 7

Revenue:	Acct. Code	2010/11 Budget	2010/11 Actuals
Current Funds in Contra Costa County	740/750	\$1,732,129	\$1,713,602
Accounts Payable - Yr End	500		
Retainage Account	510		\$16
Due to Other Funds - Yr End	540		
Disbursements	830	(\$5,885)	(\$66)
Current Property Taxes	9010	\$381,210	\$438,250
Property Tax Supplemental/Unitary/Secured	9011/13/30/31		\$2,075
SRAF State Rev Transfer	9018		
Property Taxes-Current Unsecured	9020	\$18,029	\$14,529
Property Taxes-Prior-Unsecured	9035		\$188
Earnings on Investment	9181	\$1,000	\$247
H/O Prop Tax Relief/State Aid/In Lieu Taxes	9385/9435/9580		
Misc Revenue & Services	9799&9975		\$770
Total Revenue		\$2,126,484	\$2,169,611

Expenditure: Operating Expenses	Acct. Code	2010/11 Budget	2010/11 Actuals
Office Expenses, Books, Postage	2100	(\$850)	(\$736)
Books, Periodicals & Subscriptions	2102	(\$150)	
Postage	2103	(\$50)	(\$11)
Communications	2110	(\$1,785)	(\$80)
Utilities (Street Lights, Water & Garbage)	2120	(\$117,000)	(\$62,613)
Small Tools & Instruments	2130	(\$750)	(\$1,588)
Minor Equipment, Furniture less than \$1000	2131	(\$975)	(\$178)
Household Items	2170	(\$900)	(\$952)
Public Notices	2190	(\$150)	
Memberships	2200	(\$450)	(\$120)
Rent & Lease of Equipment	2250	(\$500)	(\$220)
Computer Software	2251		
Maintenance of Equipment	2270	(\$950)	(\$90)
Automotive Supplies & Repairs	2271	(\$2,000)	(\$1,045)
Gasoline	2272	(\$4,000)	(\$1,120)
Maintenance of Buildings	2281	(\$5,300)	(\$2,823)
Grounds Maintenance	2282	(\$166,484)	(\$102,037)
Requested Maintenance from County	2284/3620		
Auto Mileage/Employee Reimbursement	2301	(\$100)	
Other Travel Employee Expenses	2303	(\$1,500)	
Professional Services/Specialized Services	2310	(\$8,100)	(\$936)
Staff Payroll	2310	(\$72,000)	(\$12,894)
Insurance	2360	(\$5,200)	(\$1,630)
Road/Construction Materials (Street Signs)	2470	(\$500)	
Other Special Expenses	2479	(\$3,500)	(\$1,484)
Miscellaneous Services & Supplies	2490	(\$300)	(\$307)
Taxes & Assessments	3530/3550		
Interfund Exp.(Investment & Property Tax Adm.)	3611	(\$500)	
Reimbursement for County Adm. Costs	5011	(\$500)	
Total Operating Expenses		(\$394,494)	(\$190,842)

Expenditure: Capital/Asset	Acct. Code	2010/11 Budget	2010/11 Actuals
Various Improvements	4265	(\$7,500)	(\$3,959)
Structure & Walkway Repairs	4546	(\$3,500)	
Playground Equipment	4789	(\$115,000)	(\$11,322)
Landscape Master Plan	4829		
Misc. Projects - Willow Lake Road		(\$120,000)	(\$88,316)
Misc. Projects - South Point			
Misc. Projects - Laguna Court			
Misc. Projects - Discovery Point (Small Island)			
Misc. Projects - Discovery Bay Blvd (East)		(\$230,000)	(\$2,251)
Cornell Park	4834	(\$7,500)	
Vehicle Purchase	4853/4953		(\$17,493)
Tools & Sundry Equipment	4956	(\$1,000)	
Total Capital/Asset		(\$484,500)	(\$123,341)
TOTAL EXPENSES & CAPITAL		(\$878,994)	(\$314,183)
TOTAL FUND BALANCE BEFORE RESERVES		\$1,247,490	\$1,855,427
RESERVES			(\$300,000)
GRAND TOTAL OF EXPENSES/CAPITAL/RESERVES			(\$614,183)
FUND BALANCE AVAILABLE			\$1,555,427

D.Bay L&L Park #9 District
Revenue & Expenditure Budget vs. Actuals Worksheet 2010-11
January 13, 2011 thru February 14, 2011 Period 07

Revenue:	Acct. Code	2010/11 Budget	2010/11 Actuals
Current Funds in Contra Costa County	740/750	\$234,262	\$251,015
Accounts Payable - Yr End	500		
Retainage Account	510		
Disbursements	830		
Current Property Taxes/Street Light Assessment	9754	\$82,500	\$83,405
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		
H/O Prop Tax Relief/State Aid/In Lieu Taxes	9385/9435/9580		\$400
Misc Revenue & Services	9799&9975		
Total Revenue		\$316,762	\$334,820

Expenditure: Operating Expenses	Acct. Code	2010/11 Budget	2010/11 Actuals
Office Expenses, Books, Postage	2100	(\$150)	(\$302)
Books, Periodicals & Subscriptions	2102	(\$50)	
Postage	2103	(\$50)	(\$80)
Communitcations	2110	(\$650)	(\$120)
Utilities (Street Lights, Water & Garbage)	2120	(\$12,500)	(\$10,432)
Small Tools & Instruments	2130	(\$100)	(\$194)
Minor Equipment, Furniture less than \$1000	2131	(\$500)	(\$103)
Household Items	2170	(\$700)	(\$209)
Public Notices	2190	(\$150)	(\$254)
Memberships	2200	(\$165)	(\$40)
Rent & Lease of Equipment	2250		
Computer Software	2251	(\$500)	
Maintenance of Equipment	2270	(\$200)	(\$80)
Automotive Supplies & Repairs	2271	(\$300)	(\$87)
Gasoline	2272	(\$500)	(\$636)
Maintenance of Buildings	2281		
Grounds Maintenance	2282	(\$48,540)	(\$20,848)
Requested Maintenance from County	2284/3620		
Auto Mileage/Employee Reimbursement	2301		
Other Travel Employee Expenses	2303	(\$250)	
Professional Services/Specialized Services	2310	(\$2,000)	(\$3,787)
Staff Payroll	2310	(\$25,500)	(\$1,194)
Insurance	2360	(\$1,850)	(\$490)
Road/Construction Materials (Street Signs)	2470		
Other Special Expenses	2479	(\$500)	(\$343)
Miscellaneous Services & Supplies	2490	(\$300)	
Taxes & Assessments	3530/3550	(\$500)	(\$423)
Interfund Exp.(Investment & Property Tax Adm.)	3611		
Reimbursement for County Adm. Costs	5011		
Total Operating Expenses		(\$95,955)	(\$39,623)

Expenditure: Capital/Asset	Acct. Code	2010/11 Budget	2010/11 Actuals
Various Parking Lot Improvements	4226		
Various Improvements (Splash Pad)	4265	(\$87,865)	(3,635)
Structure & Walkway Repairs (Solar)	4546	(\$11,000)	(18,662)
Playground Equipment	4789		
Tools & Sundry Equipment	4956		
Total Capital/Asset		(\$98,865)	(\$22,297)
TOTAL EXPENSES & CAPITAL		(\$194,820)	(\$61,920)
TOTAL FUND BALANCE BEFORE RESERVES		\$121,942	\$272,900

RESERVES (\$56,195)

GRAND TOTAL OF EXPENSES/CAPITAL/RESERVES (\$118,115)

FUND BALANCE AVAILABLE \$216,705

TOWN OF DISCOVERY BAY CSD
 Transaction Detail Report for January 13, 2010 through February 14, 2011
 Period 07 for 2010/11

R4/0 ✓
 On File

DATE	FOR	SAMOUNT
	Receivables for Town of Discovery Bay CSD BAC Account	
	Balance of Account as of the end of day January 12, 2011	\$146,309.56
1/13/11-02/14/11	Deposits Made	\$26,391.05
	Balance of Account & Deposits Made Total =	<u>\$172,700.61</u>
	Payables Made from Town of Discovery Bay CSD BAC Account	
1/13/11-02/14/11	Checks/Payroll made out from checking account	\$51,060.15
	Balance of Checking Account as of February 14, 2011	<u>\$121,640.46</u>
	Total Year-to Date Payables Paid from Town of Discovery Bay CD ECC Acct	\$432,718.82
	BEGINNING FUND BALANCE FOR TOWN OF DB CSD IN COUNTY FUND	\$5,561,514.98
1/13/11-02/14/11	Accounts Payable - Year End	\$5,524.36
	Due to other funds - Year End	\$0.00
	Sub-Total	<u>\$5,567,039.34</u>
	REVENUE	
	For Fiscal Year Starting 7/1/10	
	Year-to-date Sewer & Water Service Charge for Tax Roll 10/11	\$4,120,049.92
	Year-to-date Investments	\$3,691.77
1/13/11-02/14/11	Earnings on Investments	\$849.72
	Sub-Total	\$4,541.49
	Year-to-Date Miscellaneous Income	\$0.00
1/13/11-02/14/11	Misc.	\$0.00
	SUB-TOTAL REVENUE	<u>\$4,124,591.41</u>
	GRAND TOTAL Fund Balance & Revenue	<u>\$9,691,630.75</u>
	EXPENDITURES	
	Year-to-date Warrants Paid by CCC for Town of D.Bay CSD	\$2,241,686.83
1/13/11-02/14/11	Warrants Paid	\$520,636.23
	TOTAL EXPENDITURES	<u>\$2,762,323.06</u>
	TOTAL BALANCE AT COUNTY OF CONTRA COSTA	<u>\$6,929,307.69</u>
	TOTAL YEAR TO DATE PAYABLES FROM BAC & CCC	\$3,195,041.88
	TOTAL BALANCE AT COUNTY OF CONTRA COSTA	\$6,929,307.69
	TOTAL BALANCE IN TOWN OF DISCOVERY BAY CSD BAC	\$121,640.46
	TOTAL HELD FOR RESERVES	(\$3,000,000.00)
	SUBTOTAL	\$4,050,948.15
	TOTAL BALANCE OF ENCUMBRANCES	(\$571,728.50)
	GRAND TOTAL FUNDS LESS RESERVES & ENCUMBRANCES	<u>\$3,479,219.65</u>

Detail List of Encumbrances

Lift Station F	Repair and Surveying + Change Order #1	(\$76,276.80)
WWTP#1	Wetlands Trial Project	(\$169,486.00)
Parkson	Thermo System Moles for Bio-Solids	(\$25,642.50)
Herwit	Wastewater Master Plan (Ecologic)	(\$174,245.50)
LSCB	Water Master Plan	(\$126,077.70)
	Total	<u>(\$571,728.50)</u>



Town of Discovery Bay CSD

AGENDA REPORT

Meeting Date

March 16, 2011

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

Agenda Title

Consideration, approval and adoption of the Discovery Bay Landscape & Lighting Zone 8 2010-2011 Operating and Capital Improvement Budget Amendment.

Recommended Action

Approve and adopt Amended Discovery Bay Landscape & Lighting Zone 8 2010-2011 Operating and Capital Improvement Budget.

Executive Summary

The Town of Discovery Bay Community Services District Board of Directors approved and adopted the Final 2010-2011 Operating and Capital Improvement Budget for the Discovery Bay Lighting & Landscaping Zone 8 (Zone 8) on June 16, 2010.

Staff has reviewed the current budget expenditures and various Board approvals which have directly affected the Zone 8 budget and is presenting an amended budget which reflects the estimated year-end costs. Overall, the Amended Budget would require an additional \$31,159 from surplus revenues; this includes the request for an additional \$20,856 in Operating Expenses and \$52,750 in Capital Improvements, less the increase in actual realized revenues of \$42,447.

Staff is prepared to discuss the details of the proposed budget amendment. It should be noted that the basis for the amendment includes Board approval of an additional \$111,000 to the Cornell Park Playground Replacement project (these funds are anticipated to be reimbursed by the WW Grant but not during this fiscal year); lower than anticipated expenses to both the Willow Lake Road and Discovery Bay Blvd./Sand Point landscape enhancement projects (in the estimated amount of \$72,500); as well as an anticipated increase of \$38,516 in additional repairs and upgrades in Grounds Maintenance (Operating - 2282).

Fiscal Impact:

Amount Requested - \$31,159
Sufficient Budgeted Funds Available?: Yes
Zone # 8 Category: Revenue Fund# 740

Previous Relevant Board Actions for This Item

Approval and Adoption of the Proposed Final 2010-2011 Operating and Capital Improvement Budgets for the Discovery Bay Lighting & Landscaping Zone #8 - June 16, 2010

Attachments

Discovery Bay Lighting & Landscaping Zone #8 Amended Operating and Capital Improvement Budget 2010-2011

AGENDA ITEM: F-1

**D.Bay L&L Park #8 District
AMENDED 2010-2011
Operating and Capital Improvement Budget**

	Acct. Code	2010/11 Budget	2010/11 Actuals thru Feb.	% of Budget	2010/11 Estimates for Yr End	2010/11 Revised Budget	Revision Amount
Revenue:							
Current Funds In Contra Costa County	740	\$1,732,129	\$1,713,602	99%	\$1,713,602	\$1,713,602	(\$18,527)
Accounts Payable - Yr End	500						
Retainage Account	510		\$16		\$16	\$16	\$16
Disbursements	830	(\$5,885)	(\$66)	1%	(\$1,000)	(\$1,000)	\$4,885
Current Property Taxes	9010	\$381,210	\$438,250	115%	\$438,250	\$438,250	\$57,040
Property Tax Supplemental/Unitary/Secured	9011/13/30/31		\$2,075		\$2,075	\$2,075	\$2,075
SRAF State Rev Transfer	9018		\$0				
Property Taxes-Current Unsecured	9020	\$18,029	\$14,529	81%	\$14,529	\$14,529	(\$3,500)
Property Taxes-Prior-Unsecured	9035		\$188		\$188	\$188	\$188
Earnings on Investment	9181	\$1,000	\$247	25%	\$247	\$500	(\$500)
H/O Prop Tax Relief/State Aid/In Lieu Taxes	9385/9435/9580		\$770		\$770	\$770	\$770
Misc Revenue & Services	9799&9975						
Total Revenue		\$2,126,483	\$2,169,611	102%	\$2,168,677	\$2,168,930	\$42,447
% Yr End Estimate vs. Budget					102%		

	Acct. Code	2010/11 Budget	2010/11 Actuals thru Feb.	% of Budget	2009/10 Estimates for Yr End	2010/11 Revised Budget	Revision Amount
Expenditure: Operating Expenses							
Office Expenses, Books, Postage	2100	(\$850)	(\$1,012)	119%	(\$1,250)	(\$1,250)	(\$400)
Books, Periodicals & Subscriptions	2102	(\$150)	(\$160)	107%	(\$200)	(\$200)	(\$50)
Postage	2103	(\$50)	(\$11)	22%	(\$50)	(\$50)	\$0
Communications	2110	(\$1,785)	(\$80)	3%	(\$600)	(\$600)	\$1,185
Utilities (Street Lights, Water & Garbage)	2120	(\$117,000)	(\$69,671)	60%	(\$97,539)	(\$100,000)	\$17,000
Small Tools & Instruments	2130	(\$750)	(\$1,643)	219%	(\$1,850)	(\$1,850)	(\$1,100)
Minor Equipment, Furniture less than \$1000	2131	(\$975)	(\$99)	10%	(\$350)	(\$350)	\$625
Household Items	2170	(\$900)	(\$1,089)	121%	(\$1,400)	(\$1,400)	(\$500)
Public Notices	2190	(\$150)		0%	(\$150)	(\$150)	\$0
Memberships	2200	(\$450)	(\$160)	36%	(\$300)	(\$300)	\$150
Rent & Lease of Equipment	2250	(\$500)	(\$220)	44%	(\$500)	(\$500)	\$0
Computer Software	2251						
Maintenance of Equipment	2270	(\$950)	(\$89)	9%	(\$950)	(\$950)	\$0
Automotive Supplies & Repairs	2271	(\$2,000)	(\$1,386)	69%	(\$2,000)	(\$2,000)	\$0
Gasoline	2272	(\$4,000)	(\$1,715)	43%	(\$4,000)	(\$4,000)	\$0
Maintenance of Buildings	2281	(\$5,300)	(\$2,822)	53%	(\$5,300)	(\$5,300)	\$0
Grounds Maintenance	2282	(\$166,484)	(\$120,836)	73%	(\$205,000)	(\$205,000)	(\$38,516)
Requested Maintenance from County	2284/3620						\$0
Auto Mileage/Employee Reimbursement	2301	(\$100)	\$0	0%	(\$100)	(\$100)	\$0
Other Travel Employee Expenses	2303	(\$1,500)	(\$389)	26%	(\$750)	(\$750)	\$750
Professional Services/Specialized Services	2310	(\$8,100)	(\$5,338)	66%	(\$8,100)	(\$8,100)	\$0
Staff Payroll	2310	(\$72,000)	(\$33,587)	47%	(\$72,000)	(\$72,000)	\$0
Insurance	2360	(\$5,200)	(\$1,630)	31%	(\$5,200)	(\$5,200)	\$0
Road/Construction Materials (Street Signs)	2470	(\$500)	\$0	0%	(\$500)	(\$500)	\$0
Other Special Expenses	2479	(\$3,500)	(\$1,484)	42%	(\$3,500)	(\$3,500)	\$0
Miscellaneous Services & Supplies	2480	(\$300)	(\$307)	102%	(\$300)	(\$300)	\$0
Taxes & Assessments	3530/3550						
Interfund Exp.(Investment & Property Tax Adm.)	3611	(\$500)		0%	(\$500)	(\$500)	\$0
Reimbursement for County Adm. Costs	5011	(\$500)		0%	(\$500)	(\$500)	\$0
Total Operating Expenses		(\$384,494)	(\$243,708)	62%	(\$412,889)	(\$415,350)	(\$20,856)
% Yr End Estimate vs. Budget					105%		

	Acct. Code	2010-11 Budget	2010/11 Actuals thru Feb.	% of Budget	2010/11 Estimates for Yr End	2010/11 Revised Budget	Revision Amount
Expenditure: Capital/Asset							
Various Improvements	4265	(\$7,500)	(4,062)	54%	(7,500)	(\$7,500)	\$0
Structure & Walkway Repairs	4546	(\$3,500)		0%	(2,000)	(\$2,000)	\$1,500
Playground Equipment	4789	(\$115,000)	(11,323)	10%	(226,000)	(\$226,000)	(\$111,000)
Landscape Master Plan	4829						\$0
Misc. Projects - Willow Lake Road		(\$120,000)	(\$92,264)	77%	(\$102,500)	(\$102,500)	\$17,500
Misc. Projects - Discovery Bay Blvd (East)		(\$230,000)	(\$27,502)	12%	(\$175,000)	(\$175,000)	\$55,000
Jornell Park	4834	(\$7,500)		0%	(\$7,000)	(\$7,500)	\$0
Vehicle Purchase	4853		(\$17,493)		(\$14,000)	(\$14,000)	(\$14,000)
Tools & Sundry Equipment	4956	(\$1,000)	(\$26)	3%	(\$2,750)	(\$2,750)	(\$1,750)
Total Capital/Asset		(\$484,500)	(\$152,670)	32%	(\$536,750)	(\$637,250)	(\$52,750)
% Yr End Estimate vs. Budget					111%		

Reserves		(\$300,000)	(\$300,000)		(\$300,000)	(\$300,000)	
Grand Total of Operating/Capital/Reserves		(\$1,178,994)	(\$696,378)	59%	(\$1,249,639)	(\$1,252,600)	
Revenue Total minus Operating/Capital/Reserves	Fund Balance	\$947,489	\$1,473,233	n/a	\$919,038	\$916,330	

Fiscal Impact of Budget Amendment: (\$31,159)



Town of Discovery Bay CSD

AGENDA REPORT

Meeting Date

March 16, 2011

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

Agenda Title

Discuss and provide comment on Contra Costa County Department of Conservation and Development's Agency Comment Request for the Regatta Park Basketball Court Project.

Recommended Action

Staff recommends that the Board provide comment in support of the Regatta Park Basketball Court Project.

Executive Summary

The Town of Discovery Bay Community Services District (DBCSD), in conjunction with the Special Districts Department from Contra Costa County, has worked on funding, approvals, and design for construction of a new Basketball Court at Regatta Park in Discovery Bay.

Final plans and a Development Plan Modification were submitted to the Department of Conservation and Development of Contra Costa County (CCDCD) in February 2011. The DBCSD has since received a request for Agency comments from the CCDCD. Comments, if any, need to be submitted prior to March 18, 2011. A copy of the request and corresponding project application are included for your review.

Staff recommends the Board provide comments in support of the project to the CCDCD for the Regatta Park Basketball Court Project.

Fiscal Impact:

Amount Requested N/A

Previous Relevant Council Actions for This Item

May 5, 2010 – Approval of Letter to Contra Costa County requesting Park Dedication Funds for the Regatta Park Basketball Project.

July 7, 2010 – Approval of preliminary design and layout for the Regatta Park Basketball Project.

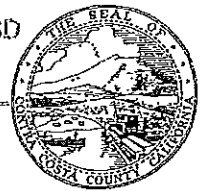
Attachments

CCDCD Agency Comment Request for Regatta Park Basketball Court Project, dated February 28, 2011

AGENDA ITEM: F-2

CONTRA COSTA COUNTY
 DEPARTMENT OF CONSERVATION AND DEVELOPMENT
 COMMUNITY DEVELOPMENT DIVISION
 651 Pine Street, 4th Floor, North Wing
 Martinez, CA 94553-0095
 Phone: 925-335-1210
 Fax: 925-335-1222

Town of Discovery Bay GSD



Received 3/2/11
 (7) mg
 03-01-11

AGENCY COMMENT REQUEST

Date 2-28-2011

We request your comments regarding the attached application currently under review.

DISTRIBUTION

Building Inspection Grading Inspection

HSD, Environmental Health, Concord

HSD, Hazardous Materials

P/W - Flood Control (Full Size)

P/W - Engineering Svcs (Full Size)

Date Forwarded _____

P/W Traffic (Reduced)

P/W Special Districts (Reduced)

P/W—APC Floodplain Tech (2nd Floor)

Advance Planning

Redevelopment Agency/Housing

Historical Resources Information System

CA Native American Heritage Comm.

CA Fish & Game, Region # _____

U.S. Fish & Wildlife Service

Fire District East Contra Costa

Sanitary District Town of Disc. Bay

Water District Town of Disc. Bay

City of _____

School District _____

East Bay Regional Park District _____

MAC/TAC _____

Diablo/Discovery Bay GSD

DOIT - Deputy Director, Communications

CDD-GIS

LAFCO

East CCC Habitat Conservancy (HCP/NCCP)

County Geologist

Airport Land Use Commission Staff (ALUC)

Community Organizations:

Please submit your comments as follows:

Project Planner Sean Tully

Phone # 925-335-1204

E-mail sean.tully @dcd.cccounty.us

County File # DP11-3005

Prior to March 18, 2011

We have found the following special programs apply to this application:

Redevelopment Area

Active Fault Zone

Flood Hazard Area, Panel # _____

60 dBA Noise Control

CA EPA Hazardous Waste Site

Mineral Rights Holder: _____

AGENCY: Please indicate the code section of recommendations required by law or ordinance. Send copies of your response to the Applicant & Owner.

Comments: None Below Attached

Print Name _____

Signature _____ DATE _____

Agency phone # _____

7/4/74 7881
 3005-92 3020-93
 2405-02 3017-02

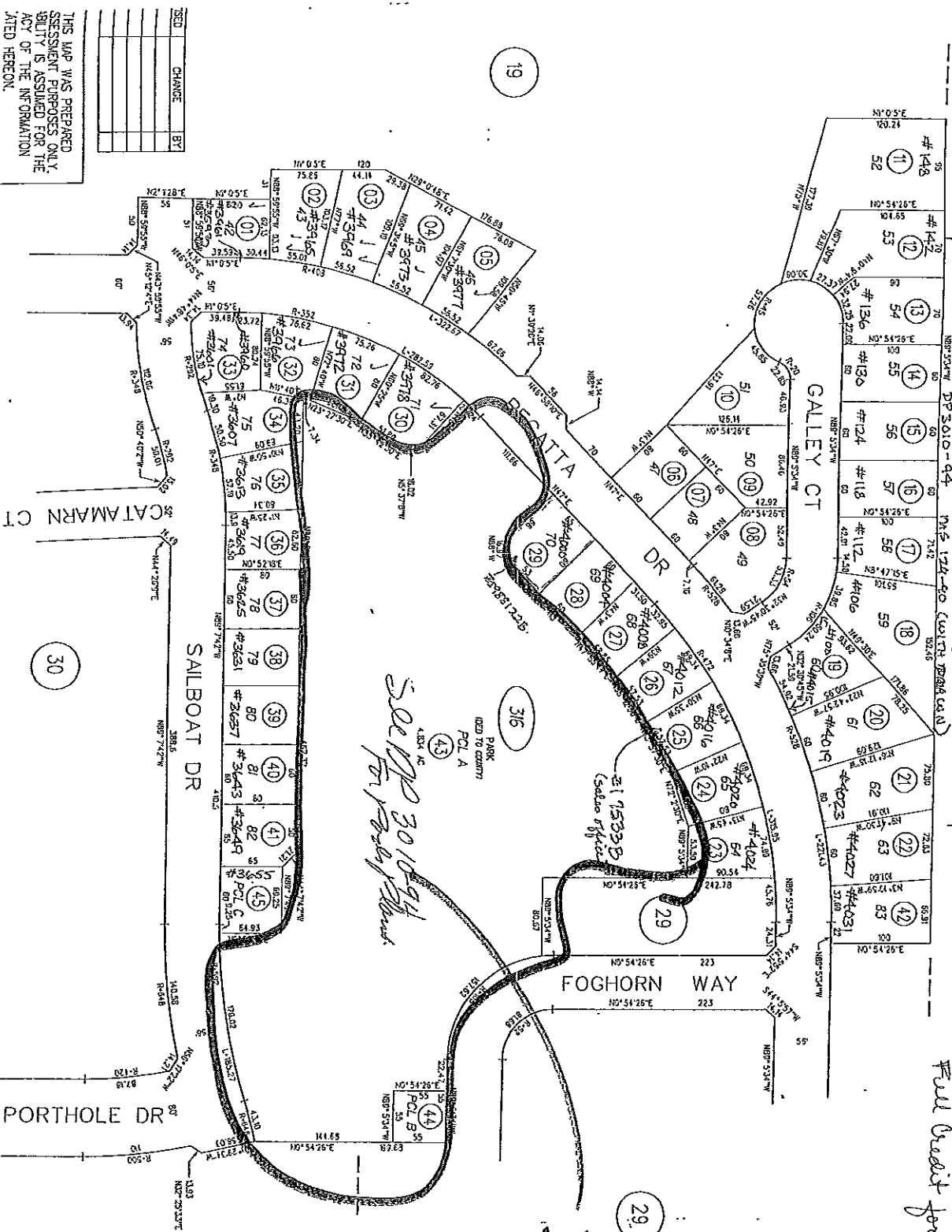
28

1986 ROLL POR TRACT 7907 A.B. 383-27 PACIFIC WATERWAYS UNIT 23
 7024 (CATHLAMET) 2745-02 (CATHLAMET) 49 LOTS REMAINING
 DP 3010-94 MAP 124-50 (CATHLAMET) (A.B.)

19

DP 3005-92
 Full Credit for Pade Fees
 CT 3040

P-28



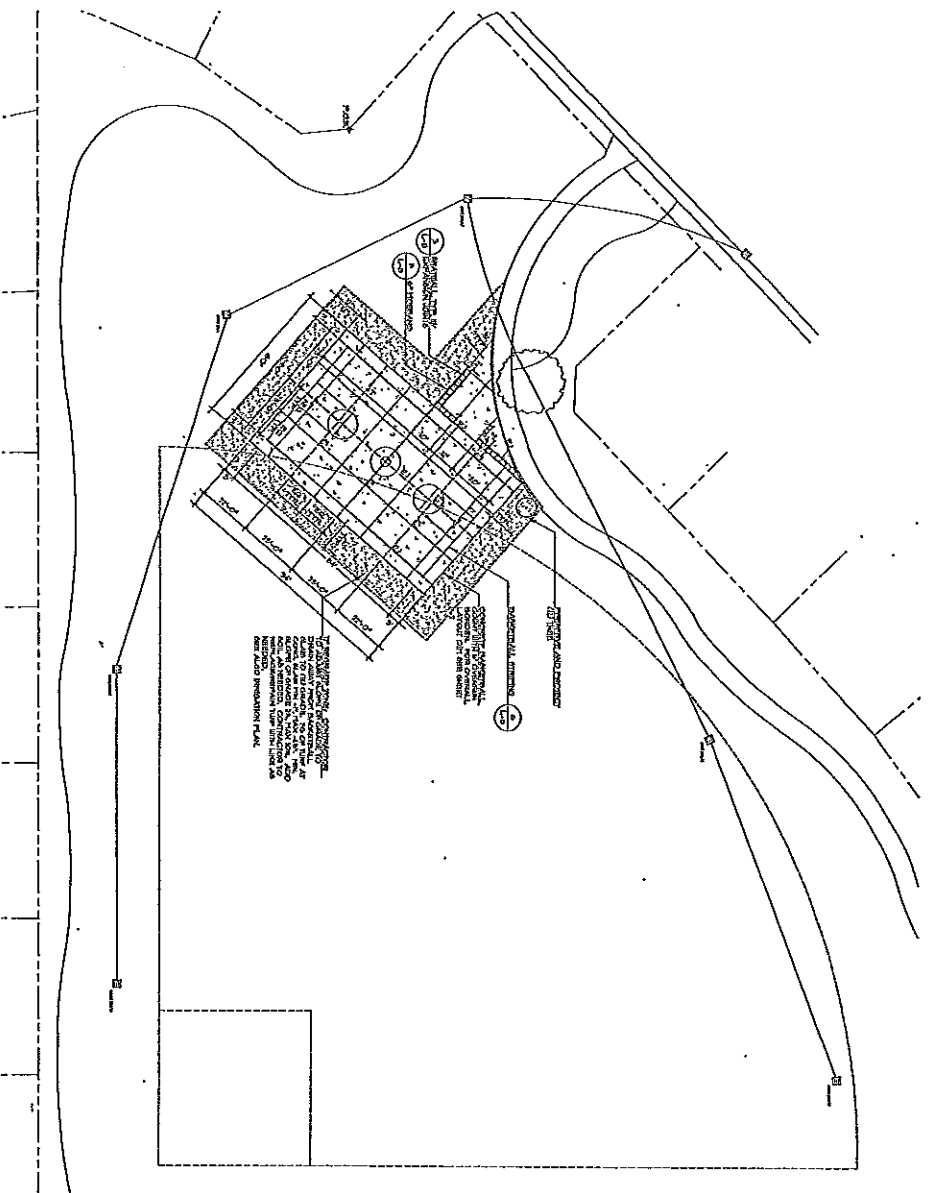
Site

See DP 3010-94
 Pade for Pade Fees

SEED	CHANGE	BY

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. VALIDITY IS ASSURED FOR THE ACT OF THE INFORMATION FURNISHED HEREON.

19 ZM:P-28
 316 045
 F.M. PC 19 02-2-96
 ASSESSOR'S MAP
 BOOK 11 PAGE 31



LAYOUT NOTES

1. CONSTRUCTION SHALL VERIFY ALL EXISTING UTILITIES, STRUCTURES, AND OBSTRUCTIONS IN THE FIELD PRIOR TO COMMENCING WORK. ALL INTERFERENCES SHALL BE REMOVED OR PROTECTED TO THE SATISFACTION OF THE LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES.
2. ALL EXISTING UTILITIES SHALL BE PROTECTED AND DEEPENED TO A MINIMUM OF 36" BELOW FINISHED GRADE. ALL UTILITIES SHALL BE MARKED AND IDENTIFIED BY THE CONTRACTOR. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 36" BELOW FINISHED GRADE. ALL UTILITIES SHALL BE MARKED AND IDENTIFIED BY THE CONTRACTOR.
3. ALL EXISTING UTILITIES SHALL BE PROTECTED AND DEEPENED TO A MINIMUM OF 36" BELOW FINISHED GRADE. ALL UTILITIES SHALL BE MARKED AND IDENTIFIED BY THE CONTRACTOR.
4. ALL UTILITIES ARE TO BE PROTECTED AND DEEPENED TO A MINIMUM OF 36" BELOW FINISHED GRADE. ALL UTILITIES SHALL BE MARKED AND IDENTIFIED BY THE CONTRACTOR.

LAYOUT LEGEND

- 1. PROPOSED GREENS
- 2. PROPOSED FAIRWAYS
- 3. PROPOSED TEES
- 4. EXISTING UTILITIES
- 5. EXISTING STRUCTURES
- 6. EXISTING OBSTRUCTIONS
- 7. PROPOSED CLUBHOUSE
- 8. PROPOSED DRIVE
- 9. PROPOSED PATH
- 10. PROPOSED BOUNDARY
- 11. PROPOSED SETBACK
- 12. PROPOSED EASEMENT
- 13. PROPOSED RIGHT-OF-WAY
- 14. PROPOSED ZONING
- 15. PROPOSED DISTRICT
- 16. PROPOSED CITY
- 17. PROPOSED COUNTY
- 18. PROPOSED STATE
- 19. PROPOSED FEDERAL
- 20. PROPOSED INTERNATIONAL

REGATTA PARK GOLF COURSE

LANDSCAPE ARCHITECTURE

DATE: 10/15/2018

PROJECT: REGATTA PARK GOLF COURSE

CLIENT: REGATTA PARK GOLF COURSE

DESIGNER: DANIEL J. BROWN

SCALE: 1" = 40'

DATE: 10/15/2018

PROJECT: REGATTA PARK GOLF COURSE

CLIENT: REGATTA PARK GOLF COURSE

DESIGNER: DANIEL J. BROWN

SCALE: 1" = 40'

DATE: 10/15/2018

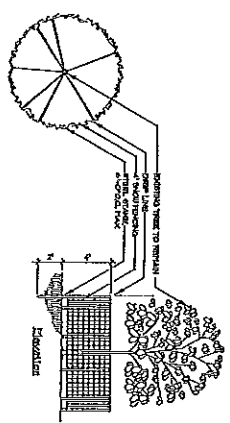
PROJECT: REGATTA PARK GOLF COURSE

CLIENT: REGATTA PARK GOLF COURSE

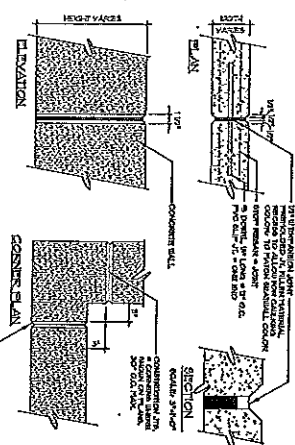
DESIGNER: DANIEL J. BROWN

SCALE: 1" = 40'

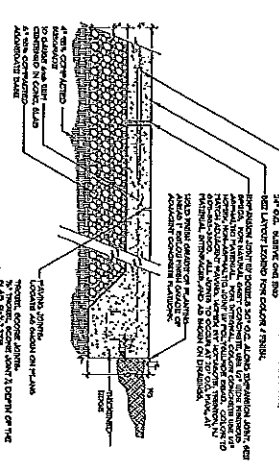
DATE: 10/15/2018



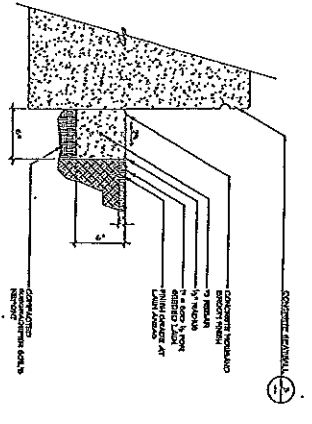
1 EXISTING TREE PROTECTIVE FENCING
SCALE: 1/8" = 1'-0"



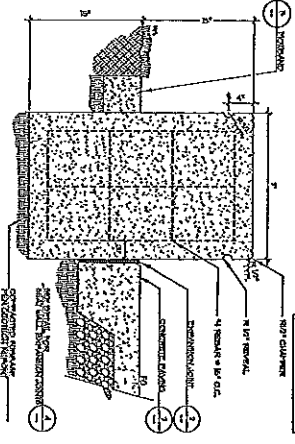
4 EXPANSION JOINT - SEAT WALL
SCALE: 1/2" = 1'-0"



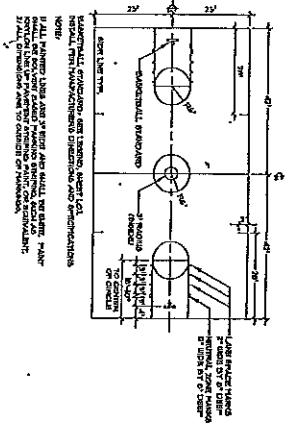
2 CONCRETE PAVING ON GRADE
SCALE: 1/2" = 1'-0"



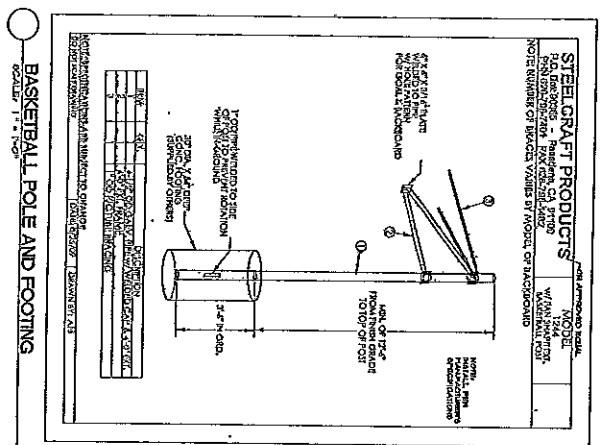
5 CONCRETE MOWBAND
SCALE: 1/2" = 1'-0"



3 18' FT CONCRETE SEAT WALL
SCALE: 1/8" = 1'-0"



6 BASKETBALL COURT STRIPING
SCALE: 1/8" = 1'-0"



BASKETBALL POLE AND FOOTING
SCALE: 1" = 1'-0"

DATE & ASSOCIATES
LANDSCAPE ARCHITECTS
LAND PLANNING DESIGN GROUP
1415 UNIVERSITY AVENUE, SUITE 200
ANN ARBOR, MI 48106
TEL: 734.769.1234
WWW.DATE.COM

REGATTA PARK
BASKETBALL COURT
TOWN OF PONTIAC, MICHIGAN
DESIGNED BY DATE & ASSOCIATES
APPROVED BY THE TOWN OF PONTIAC
DATE: 10/15/2010

DISSEMINATION
DATE: 10/15/2010
BY: [Signature]

DETAILS

L-3

DATE & ASSOCIATES
1415 UNIVERSITY AVENUE, SUITE 200
ANN ARBOR, MI 48106
TEL: 734.769.1234
WWW.DATE.COM



Town of Discovery Bay CSD

AGENDA REPORT

Meeting Date

March 16, 2011

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

Agenda Title

Appointment of public members to the FY 2011-12 Budget Review Committee; the Community Center Committee and the Communications Committee

Recommended Action

Appoint Public Committee Members to the FY 2011-12 Budget Review; Community Center and the Communications Committees.

Executive Summary

At the February 20, 2011 Board meeting, three (3) Ad-Hoc Committees were established to provide public input and help guide the Board in the areas of the FY 2011-12 Budget, the development of the Community Center and improving methods of District Communications. Two (2) Board members were appointed to serve on each committee and three (3) at-large seats were to be created at a later date once letters of interest and statements of qualifications have been received. The deadline for receipt of the letters of interest was Friday, March 11, 2011. The Board is now in a position to appoint members to the Ad-Hoc Committees.

Those members of the public who have applied to be on the FY 2011-12 Budget Review Committee are as follows:

Jeff Barber, Christeen Era, and Michael McCleery

Those members of the public who have applied to be on the Communication Committee are as follows:

Jeff Barber, Amanda Dove, Chris Middleton, and Jennifer Mixon

Those members of the public who have applied to be on the Community Center Committee are as follows:

Bob Abbadie, Jeff Barber, David Bohannon, R. Allen Box, Omar Hindiye, Charles Hunter, Jim Mattison, Sean O-Toole, and Don Williams

Copies of their letters of interest and statements of qualifications are attached to this report. Each of the three existing committees met earlier this week and will make their recommendations at tonight's meeting.

Fiscal Impact:

Amount Requested \$N/A

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

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

Previous Relevant Board Actions for This Item

February 2, 2011 Board Action to Create the FY 2011-12 Budget Review; the Community Center and the Communications Ad-Hoc Committees

Attachments

1. Letters of Interest and Statement of Qualifications; and 2; February 2, 2011 Board Report to Create the FY 2011-12 Budget Review; the Community Center and the Communications Ad-Hoc Committees

AGENDA ITEM: F-3

Budget Review Committee

Calista Anderson

From: Rick Howard [rhoward@todb.ca.gov]
Sent: Tuesday, March 08, 2011 5:48 PM
To: 'Calista Anderson'
Subject: FW: submittal for the DB CSD advisory committees presently being formed

TOWN OF DISCOVERY BAY
RECEIVED

2-21-11

From: Jeff Barber <jeffbarber@todb.ca.gov>
Date: February 21, 2011 10:43:58 PM PST
To: Carol McCool <cmccool@todb.ca.gov>
Bcc: mark simon
Subject: submittal for the DB CSD advisory committees presently being formed

To the DB CSD Board of Directors,

Please accept this communication as my submittal for the DB CSD advisory committees presently being formed. As you all know, over the last four years, I have voiced my opinion and submitted recommendations on matters pertaining to each of the three committees being formed. At this time I am willing to serve as a volunteer member on any of the three committees. I believe my professional background and specific knowledge of local matters would allow me contribute equally to any of the committees. I am willing to serve at the pleasure of the DB CSD Board on the committee of your choice. I maintain a flexible schedule and am generally available for meetings scheduled during week days and or week nights.

Qualifications:

10+ year part-time and full-time resident of DB

4+ year regular attendee of DB CSD meetings - familiar with CSD operations/issues and with CC County government functions

Present and past property owner in multiple small communities comparable to DB; this experience provides a unique point of reference

25+ year business career dealing with matters pertaining to science/health & human safety, including significant interaction with (state, federal & international) government regulators

More than 20 years of domestic/international M&A experience requiring extreme levels of due diligence and feasibility analysis

12 years of experience as a public company corporate officer; directly responsible for approving financial statements and SEC submissions

5 years as a public company president & CEO

Director of multiple private and public companies

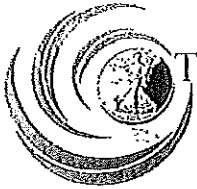
Directly managed PR/communication and legal affairs pertaining to, at the time, the largest class action litigation case in US history

Reviewed all of the primary documents (obtained from the county) related to the proposed DB Community Center

Member of the St. Anne's Finance Committee during the period leading up to the new facility being built in Byron

Jeff Barber





The Merchants Mirrouir

Bookkeeping & Administrative Consulting

A Clear Reflection of your
Professional Growth

February 22, 2011

TOWN OF DISCOVERY BAY
RECEIVED
2-22-11

Rick Howard
General Manager
Town of Discovery Bay

Dear Rick:

Thank you for your letter of February 16th, 2011 seeking applicants to join the various committees for the Town of Discovery Bay CSD.

I am expressing interest in contributing my time to the Budget Review Committee.

I have been the owner and operator of my own accounting company for over 5 years and have over 12 years experience in accounting and taxes. My company has worked closely with many different industries and companies to address their accounting needs; from Sole Proprietors to Non Profits and Corporations. We have assisted our clients in building accounting departments from scratch to full reconstructions, as well as maintenance, audits and budgeting.

I am a Certified CPB, Professional Federal and State Tax filer and QuickBooks ProAdvisor in all versions of the software. We hold membership with the BBB, NACPB and AIPB. In addition I serve as the Vice President of the Discovery Bay Chamber of Commerce.

As it has been a pleasure, I would like to continue to contribute my time to bettering the community and I have enjoyed working side by side with other citizens in our community that share this interest. I hope my skill sets will be of assistance to the CSD.

I would like to commend your organization for the important contribution it makes to our community, and I wish you and the other board members continued success.

Sincerely,

Christeen Era

Michael W. McCleery
[REDACTED]
Discovery Bay, CA 94505

February 24, 2011

TOWN OF DISCOVERY BAY
REC-1660
2-25-11

Town of Discovery Bay Community Services District
1800 Willow Lake road
Discovery Bay, CA 94505-9376

Attn: Rick Howard

Subject: Letter of Interest for Serving on the CSD Budget Committee

Dear Mr. Howard:

Please accept this letter, and attached resume, as an application to serve on the proposed CSD Fiscal Year 2011-12 Budget Committee. I have an extensive background in budgeting and measuring performance against budget for a major defense company. I believe this industry experience can be used to assist in the Town of Discovery Bay budget development -- both for the next fiscal year, and also for five year planning.

I am now retired and would like to "give back" to the community. I believe I could help in areas of:

- Assisting in developing calendarized detailed budgets, and then summarizing them for use in measuring actual cost performance.
- Including "open commitments" (unpaid contractual commitments) when looking at capital expenditures.
- Summarizing budgets and actual costs by revenue source (separating reimbursed costs such as landscaping into separate categories).
- Displaying revised fiscal year estimates against full year budgets.
- Publishing a five year expected case budget plan on the CSD web site to improve communications and to improve the public's understanding of why rate increases will be required in the future.
- Looking at potential revenue sources (such as developer fees) to mitigate the impact of forthcoming requirements such as reducing copper and salinity discharges.

Rick, I'm sorry I missed the last CSD meeting. Unfortunately, I will also be out of town for the next CSD meeting, back on March 10th.

Sincerely,

Michael W. McCleery

Attachment

RESUME

Michael W. McCleery

Discovery Bay, CA 94505

Education:

B.S. Physics, 1971, University of Utah, Sigma Phi Epsilon Fraternity
MBA, 1973. University of Utah, Beta Gamma Sigma Honorary Fraternity

Work Experience:

Retired 2008 as Controller after 35 years at Space Systems / Loral
Ford Aerospace / Space Systems Loral: 1973 to 2008, Palo Alto, CA

Financial Analyst supporting Materiel, and then Corporate Finance '73 to '77

Assistant Program Mgr in Charlotte NC '77 to '78

Profit Analysis Supervisor '78 to '80, for a \$1.5 billion subsidiary of Ford Motor Company. Responsible for developing annual sales/profit/cash flow budgets and reporting against plans.

Budget Analysis Supervisor '80 to '82, responsible for indirect cost budgeting and reporting, R&D budgets, and indirect rate negotiations with the Government.

Finance and Contracts Manager SATCOM Terminals Operation, and Space and Range Systems '82 to '96. While at Space and Range Systems, responsible for obtaining validation for Government Cost/Schedule Systems Control Criteria for use on major Government contracts.

Controller Space Systems / Loral '96 to 2008,
Responsible for a staff of 45: Corporate Finance, Budget Analysis (Including DOD Indirect Rates), Accounting, Payroll, Travel Accounting, Internal Audit. Support for 10(k) submissions, Primary Public Accounting audit interface.

Other Activities:

Secretary, Treasurer, and Vice President, Cypress Point Homeowners Assn.
Indian Princess – Father (and Grandfather)

House remodeling, designing and contracting Discovery Bay House –
Landlord

Discovery Bay Golf Club

Discovery Bay Yacht Club

Running, water and snow skiing, traveling

Communication Committee

Calista Anderson

From: Rick Howard [rhoward@todb.ca.gov]
Sent: Tuesday, March 08, 2011 5:48 PM
To: 'Calista Anderson'
Subject: FW: submittal for the DB CSD advisory committees presently being formed

TOWN OF DISCOVERY BAY
RECEIVED

2-21-11

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Date: February 21, 2011 10:43:58 PM PST
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Bcc: mark simon
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Present and past property owner in multiple small communities comparable to DB; this experience provides a unique point of reference

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More than 20 years of domestic/international M&A experience requiring extreme levels of due diligence and feasibility analysis

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5 years as a public company president & CEO

Director of multiple private and public companies

Directly managed PR/communication and legal affairs pertaining to, at the time, the largest class action litigation case in US history

Reviewed all of the primary documents (obtained from the county) related to the proposed DB Community Center

Member of the St. Anne's Fiance Committee during the period leading up to the new facility being built in
Byron

Jeff Barber



Amanda Dove

(925) [REDACTED]
[REDACTED]

Discovery Bay, CA 94505
Amanda@[REDACTED]

FORM OF DISCOVERY BAY
REMOVED
2-28-11

PROFILE:

- Experienced sales manager, event planner, advertising and publishing expert.
- Two-time President, Discovery Bay Chamber of Commerce
- Three-time Business Person of the Year
- Founder, Discovery Bay Parade-of-Lights, Wine and Jazz in the Park, Paddle for Fame, Halloween Festival, etc.
- Named first among East Bay Business Journal's "Top 40 Under 40" business people.

EXPERIENCE:

- 1999 - Present: Publisher, Delta Sun Times Newspaper. Discovery Bay, CA
Advertising Sales, Event Management, Publication Management
www.deltasuntimes.com
- 1998 -- Present: President, Dove Media Publishing, Inc. Publisher of Discovery Bay
and Delta Calendars, Community Guides, City Maps, Newspapers,
Special Events Programs, etc.
- 1998 - 2000: Publisher: City / Community Guides of San Pablo, Pittsburg and
Martinez, CA. Marketing, Writing, Design, Project Management.
- 1996 - 1998: Advertising Executive, Contra Costa Times newspapers, Walnut Creek,
CA. Top Advertising Sales executive, and special projects writer for a
major newspaper group.
- 1995 - 1996: Advertising Sales, Marcoa Publishing, San Diego, CA. Successful,
independent traveling advertising sales for city guides.
- 1994 - 1995: Media Buyer. Special interest Productions, Pleasanton, CA

Additional Work: KSAN, KFOG, KZAP radio advertising consulting and sales.

EDUCATION:

- 1989 - 1994: California State University, Chico
Bachelor of Arts program, Political Science and Economics. Minor: Music

Thank you for your consideration!

CHRYSALIS MARKETING

TOWN OF DISCOVERY BAY
RECEIVED
3-10-11

March 10, 2011

Chris Steele
Director
Town of Discovery Bay
1800 Willow Lake Road
Discovery Bay, CA 94505
via email: <csteele@todb.ca.gov>

Dear Chris,

I am writing to express my interest in participating in the Discovery Bay Communications Committee. I have had some experience working with public organizations, such as the California Travel and Tourism Commission, the San Mateo County Convention and Visitors Bureau, and the Napa Valley Destination Council. My company, Chrysalis Marketing is a local marketing service for small businesses and non-profit organizations. I not only understand the impact of good communication practices, I preach about it daily.

My current tenure on the Board of Directors of the Discovery Bay Chamber of Commerce has afforded me many opportunities to learn more about our community. I would appreciate expanding my learning even more through some involvement in the Discovery Bay Communications Committee. I include my resume for your review.

Sincerely yours,

Chris Middleton

Chris Middleton

Discovery Bay Communications Committee March 10, 2011

CHRIS MIDDLETON

	Founder of Chrysalis Marketing, a dynamic Sales & Marketing resource for small businesses.	
EXPERIENCE		
	2010-present Chrysalis Marketing Discovery Bay, CA Founder Created marketing service for small businesses, artists and non-profit organizations.	
	2009-2010 Gala Napa Valley Hotel & Spa American Canyon, CA General Manager Increased Revpar market share despite increased supply and decreased demand. Implemented successful sales and marketing plan for transient and groups. Revamped operations and improved customer service.	
	2008-2009 MarIn Management Inc. Sausalito, CA Regional Manager Supervised three hotels and one restaurant. Oversaw franchise selection process for rebranding a hotel.	
	1991-2008 American Hotels, Inc. Hayward, CA Vice President Oversaw expansion of portfolio from two hotels to nine. Supervised successful opening of six hotels and two renovations. Promoted management services of company.	
	1990-1991 Hotel De Anza San Jose, CA General Manager Opened 100 room luxury hotel. Oversaw implementation of successful marketing plan. Supervised training of all employees.	
	1982-1990 Hyatt Hotels Five CA locations Night Auditor to Rooms Executive Successfully held nine positions in five Hyatt Hotels. Participated in conversion of Hyatt Del Monte to Hyatt Regency Monterey	
EDUCATION		
	1970-1974 University of Minnesota Education	B.A., English and Sociology, minor in

CHRIS MIDDLETON RESUME

COMMUNITY AND INDUSTRY

2011-Discovery Bay Chamber of Commerce Board of Directors

2010-Kaleidoscope Cancer Support Advisory Board

2010-American Canyon Chamber of Commerce Economic Development Committee

2009-present California Lodging Industry Association Treasurer

2004-2005 Belmont Rotary Club President

2004-2005 San Mateo County Convention & Visitors Bureau Board of Directors

2001-2004 California Travel and Tourism Commission

2000 California Lodging Industry Association President

Calista Anderson

From: Rick Howard [rhoward@toddb.ca.gov]
Sent: Monday, March 07, 2011 11:08 AM
To: 'Calista Anderson'
Subject: FW: Letter of Interest, Communications Committee

TOWN OF DISCOVERY BAY
RECEIVED
3-7-11

From: "jenmix" [REDACTED]
Date: Mon, Mar 7, 2011 09:27
Subject: Letter of Interest, Communications Committee
To: "Kevin Graves" [REDACTED]

March 7, 2011

Dear Director Graves,

I am writing today in regard to the open position in the Communications Committee for the town of Discovery Bay. I hold a strong belief that communication within any community is key in problem solving, understanding the needs of the public at large, and providing transparency to the public on future endeavors developed by town governance.

I have been a resident of Discovery Bay for over seven years, and have been active in many issues concerning our quaint, yet very diverse community. Through these issues, I have developed strong ties with individuals connected with two local newspapers, The Discovery Bay Press, and The Delta Sun Times; the Discovery Bay Community Services District; the Byron Union School District; the Discovery Bay Chamber of Commerce; and many local online communities.

The key strengths I possess for success for this position include:

- * I have successfully designed, developed, and support a website for the town of Discovery Bay for over two years: www.allthewaytodiscoverybay.com <<http://www.allthewaytodiscoverybay.com>>, which includes community calendars, photos and videos of local events, advertising for local businesses, and most importantly, a blog which allows for members of the community express opinions on local issues.
- * I am currently publisher/editor of an award winning political newsletter in East Contra Costa County.
- * A sincere desire to keep open communication through the different levels of government and community organizations by means of calm and respectful dialogue.

Thank you for your time and consideration. I look forward to speaking with you about this open position within the community. Website statistics and samples of the newsletter will be made available upon request. You can reach me anytime by email: jenmix@comcast.net <<mailto:jenmix@comcast.net>> or telephone: 925-513-2258 or 408-591-4012.

Respectfully,

Jennifer Mixon
[REDACTED]

Discovery Bay, CA. 94505

3/8/2011

TOWN OF DISCOVERY BAY
RECEIVED
2-22-11

I have been a Discovery Bay resident for 17 years and in that time I have become involved in most every aspect of the community's development, organization, and events. I am a past-president of the Discovery Bay Lions Club, of which I have been a member for over 15 years. I have worked for the Town of Discovery Bay supporting our parks and maintenance efforts, and I have been involved in the development of the Discovery Bay Community Center for more than ten years. I am a past Trustee with the Reclamation 800 District, sat on the executive board for the Center for the Visually Impaired, was the former chairman of the M-8 Landscaping Committee, organized the DB Lions annual Crab Feed each February, was the organizer for the Lions chili feed at the annual tree lighting ceremony, delivers dictionaries to all third graders at both Timber Point and Discovery Bay Schools every year and had started the Water Safety Program I present to all the children at both schools every Summer. At the present time I am the chairman of the Prop.39 Citizens oversight committee for the Byron Union School District. All through my adult life, I have worked in construction as a carpenter and general building contractor

As I have worked on the Community Center for so long, actively designing the building along with Discovery Bay resident Architect Mark Lee, I feel my construction experience should be a valuable asset to the community. The building as designed would meet the needs of our community and could be constructed at almost any location.
Thank you for considering me for this position.

Bob Abbadie

(925) [REDACTED]

Calista Anderson

From: Rick Howard [rhoward@todb.ca.gov]
Sent: Tuesday, March 08, 2011 5:48 PM
To: 'Calista Anderson'
Subject: FW: submittal for the DB CSD advisory committees presently being formed

TOWN OF DISCOVERY BAY
RECEIVED
2-21-11

From: Jeff Barber <jeffbarber@██████████>
Date: February 21, 2011 10:43:58 PM PST
To: Carol McCool <cmccool@todb.ca.gov>
Bcc: mark simon
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Member of the St. Anne's Finance Committee during the period leading up to the new facility being built in Byron

Jeff Barber



TOWN OF DISCOVERY BAY
3-1-11

3/1/2011
Town of Discovery Bay CSD
Re: Community Center Committee

My name is David Bohannon and I am interested in participating in the ad-hoc committee tasked with the feasibility of building a community center for the Town of Discovery Bay.

I have lived in Discovery Bay since 2000 after moving from Seattle, Washington. I graduated from the University of Washington Business School with a Bachelor of Science with an emphasis in Business Management Finance in 1992. After graduating I teamed up with a fellow UW graduate and started a water heater installation business. We had revenues of 5m a year and 50 employees when we were purchased by a national company in 1998. In 2004 we purchased the company back. In 2006, after building the company to 15m a year, over 100 employees, and operations in three states we sold it again.

Currently I own and operate a business that purchases first lien position notes secured by real estate. After the acquisition of the notes we work with the mortgagor to monetize the asset so that they can stay in the home and make payments that they can afford.

I have been in and around construction projects since my high school days. I have done everything from foundation work, and roofing to electrical and plumbing.

Building any business requires a sense of project management. Ideas are a great start and it takes careful management if they are to become a working piece of your operation. It takes listening, planning, and guidance to achieve a finished product that ultimately makes your organization more efficient.

If I can be of any assistance in your goal of building a community center please let me know.

Best regards,

David Bohannon

Received 2/22/11

Feb. 19, 2011

Board of Directors
Community Service District
Discovery Bay, California

Ladies and Gentlemen,

This letter is to apply for appointment to the Community Center Committee. I have been a resident of Discovery Bay for 17 years and a property owner for almost three decades. I have had experience with two terms on DERC of the Homeowners Association and two terms on the Session of Delta Community Presbyterian Church.

My education was in Oakland Public Schools and Bachelor of Arts and a Master of Science degrees from San Francisco State College. Both degrees were with a major in Recreation.

My work experience has been as follows:

Seven years as a part time Recreation Leader, Lifeguard and Sports Official with Oakland Recreation Department.

Four years as a Community Center Director and Recreation Center Director with Oakland Recreation Department.

Four years as Recreation Superintendent with City of Santa Rosa

Five years as Base Recreation Manager DAFC at Bentwaters/Woodbridge, England and Toul/Rosier, France, USAFE.

Twenty two years as Community Services Director with City of Fremont.

During the above work experience I was involved in the design, building and operation of three Community Centers and the operation of several others.

I retired in 1988 and have had very little contact with organized recreation except for Fly Fishing, Boating, Bridge, Travel, Church, Sins, Family and Friends.



R. Allen Box

Discovery Bay, Ca. 94505-9329

TOWN OF DISCOVERY BAY
RECEIVED
2/28/11

3/1/11

Directors of Discovery Bay

My name is Omar Hindiyeh, I am excited to see that Town of Discovery Bay is interested in developing a Community Center for our resident.

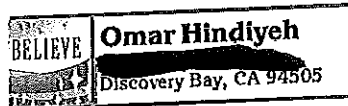
I am a former Board of Director member for the HOA of Discovery Bay. I am currently active in the charity events that are put by the Lion club.

I have an extensive background in Construction and Construction Management. I am Licensed Engineer with a Master Degree in CM

Construction Management

- a/ Administration
- b/ Engineering
- c/ Bid Packages
- d/ Job Site Safety
- e/ Bid and Budget Analysis
- f/ Project Scheduling
- g/ Construction Inspection
- h/ Online Project Monitoring.

I would like to be consider for the Committee since I am an active "Senior" I want to present the "Senior" Resident in our Community.



Chairman

Omar Hindiyeh

Received: 2/25/11

February 25, 2011

To: Discovery Bay CSD Board
From: Charles Hunter
Subject: Community Center Committee

As an owner of a home in Discovery Bay since 1998 and a full-time resident since 2009 I have been interested in the status of the proposed community center since my first exposure to Discovery Bay over twenty years ago. During my career as a professor of English at San Jose City College from 1969 through 2008 I was a member of the college Facilities Planning Committee for 37 years, serving as chairman from 1998 until my retirement. In 1998 the college district passed a \$287,000,000 construction bond, and from that point until I retired my responsibilities as facilities chairman included overseeing the planning and subsequent adoption of a general plan for rebuilding the campus and the subsequent design and construction of a parking structure, library, student center, high tech center and construction technology center. In addition to conducting monthly committee meetings I met with the architects on a regular basis during all of the design phases for each of these structures, the college facilities director and president twice a month, and the construction managers on a weekly basis as work progressed. During this time I produced an electronic newsletter entitled "Earth Shaking News" on a bi-monthly basis and also wrote a book entitled It's About Time chronicling the history of the campus.

I would be interested in participating in the planning of a community center for Discovery Bay provided that there are some assurances that this will not simply be a theoretical exercise with no substantive basis for implementation.

Charles Hunter
[REDACTED]

Discovery Bay, CA 94505
[REDACTED]

COMMUNITY DEVELOPMENT
3-11-11

3/11/11

CSD Board of Directors,

As the Athletic Director of CYO and extremely involved with our youth in Discovery Bay, I have been interested in getting our community center built for the last 15 years and have come to the conclusion that with out a focused group of dedicated people this would not happen. I would like to be on the committee that will be assembled soon as it will allow me to help focus what I think our town needs for our youth. As a part of the Loins club we have many drawings and have had many conversations with Hoffman and others for 20 years to get this off the ground with no success.

Recently Tim Martin and myself have come up with a concept of what I believe will be a great facility for our community including gyms, CSD offices, soccer fields, skate park, batting cages and meeting / convention rooms that would hold up to 400 people that can be sectioned off for smaller groups plus much more. Please call me if you have any further questions for me at [REDACTED]

Jim Mattison.

Calista Anderson

From: Rick Howard [rhoward@fodb.ca.gov]
Sent: Friday, March 11, 2011 11:18 AM
To: 'Calista Anderson'
Subject: FW: DB Community Center Committee

RECEIVED
3-11-11

Importance: High

From: Sean OToole [mailto:seanotoole@fodb.ca.gov]
Sent: Thursday, March 10, 2011 10:33 PM
To: Chris Steele
Subject: Re: DB Community Center Committee
Importance: High

Hi Chris,

As per our conversation I'd like to submit my letter of interest for the Community Center Committee. I have lived full time in Discovery Bay for 14 years, have a son, age 8, attending Discovery Bay Elementary, and my wife is currently serving as PTA President. I own a Discovery Bay based business providing local employment for 10 employees. While my primary background is in software, I have bought and sold more than 150 residential and commercial properties, and have dealt with environmental issues, lot line adjustments, zoning and redevelopment. I am also a licensed real estate broker, though I'm currently not offering brokerage services.

The promise of a community center seemed near when I moved here 14 years ago. My primary interest in serving on the committee is to help finally see that promise realized with a completed center. A center that I hope makes effective use of available resources, and which reflects the desires of the entire community. If I can be of service to help make that happen, please feel free to call on me to do so.

For more about me, please see:

<http://www.foreclosureradar.com/about>
<http://www.linkedin.com/in/seanotoole>

Best Regards,
Sean O'Toole

TOWN OF DISCOVERY BAY
RECEIVED
3-10-11

March 10, 2011

Town of Discovery Bay
Community Services District
Release Date February 16, 2011

Dear Directors of CSD,

I am submitting this letter of interest regarding an opening for the Community Center Committee. Through the 14 years I have lived here in Discovery Bay I have become familiar with the desire for the town of Discovery Bay' to create a Community Center. I am familiar with its diverse recreational, social, and economic environments and it's my dedication to high standards, and commitment to purpose which I seek to join the Board and its efforts to create a Community Center for this town.

I feel I have the skills you are seeking for this committee including project planning, economic feasibility, and future development of such a Center. As an interested member of our community, I would like to volunteer my time, skills, and talents to assist in planning the future of our township. I have owned and operated many small businesses since 1982. Including a commercial pool business, data processing company and coaching careers. I have also been in swim center management, community event and race director, and I am an active endurance athlete.

These experiences have provided me the opportunity to better understand the challenges of managing our primary mission, improving our infrastructure, and further developing our Community Center. I feel my background in challenging and rewarding environments displays how I could become an asset to this Committee.

Thank you for your time and consideration. I am available to answer any questions you may have. Please feel free to contact me to discuss possibilities.

Regards,

Don Williams
don@██████████
925-██████████



Town of Discovery Bay CSD

AGENDA REPORT

Meeting Date

February 2, 2010

Prepared By: Rick Howard, General Manager

Submitted By: Rick Howard, General Manager ✓

Agenda Title

Establishment of Ad-Hoc Committees

Recommended Action

1. It is recommended that the Board disband the existing Community Center Committee; and
2. Establish Ad-Hoc committees for the Community Center; FY 2011-12 Budget Review; and Communications Committee's and to appoint Board members to sit on the Budget and Communications Committees.

Executive Summary

At the January 22, 2011 Board Workshop, there were a number of topics that were discussed and that the Board of Directors would like to explore further, solicit public participation and plan accordingly. Those subjects include the Community Center and its progress, the preparation of the Fiscal Year 2011-12 Operating and Capital Improvement Program Budget, and an enhanced level of Communication between the Town of Discovery Bay CSD and the public.

At the workshop, the Board directed staff to return to this meeting with a recommendation to establish the following three Committees: Community Center; Communications; and Budget Review.

Each Ad-Hoc Committee will consist of two (2) members of the Board. District staff will not be members of the committees but will provide administrative support to each committee.

It should be noted that the existing Community Center Committee Members as of October 2007 consisted of Board members David Piepho, Bob Doran and Patty Knight, staff member Virgil Koehne and community members Ray Tetreault and Bob Abbadie. That committee has not met since November 12, 2008. Due to the time since the last meeting, the presence of new Board members as well as new staff, it is recommended that the existing Community Center Committee be disbanded and a new committee be established.

Once the Committees are established, and Board Members are appointed to the Communications and Budget Review Committees (Directors Tetreault and Steele were appointed as representatives to the Community Center Committee at the January 5, 2011 Board meeting), it is recommended those representatives of the Board, with input from staff, identify and make recommendations to the full Board at a future date regarding each committees' roles and responsibilities.

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

- 1) Appointment of Committee members on January 5, 2011; and 2) January 22, 2011 Board Workshop

Attachments

District Representative Listing for 2011

AGENDA ITEM: F-1



Town of Discovery Bay CSD

AGENDA REPORT

Meeting Date

March 16, 2011

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

Agenda Title

Merchant Card Services Agreement with Banc Card of America Inc. for Credit Card/Debit Card Transactions

Recommended Action

Approve Agreement between Banc Card of America Inc. and the Town of Discovery Bay Community Services District for Merchant Services Card Services and authorize the General Manager to execute the necessary documents.

Executive Summary

On January 19, 2011, the Board directed staff to begin the process of eliminating cash acceptance at the District for services and to begin the integration of credit and debit card acceptance for all district services.

Subsequent to that meeting, staff met with representatives of ECC Bank, our banking partner, and discussed the services that they can offer to the District. ECC Bank partners with Banc Card of America Inc. (BancCard) for merchant services in this area. Banc Card offers transaction authorization, processing, and network services to businesses that accept credit and debit cards as payments for products and services.

Banc Card will provide the District with all the necessary training, software and hardware to ensure a smooth transition for our residents and customers. Credit/Debit Cards accepted will include VISA, MasterCard and Discover.

From the consumer's perspective, this process will make bill payments much easier, offering more alternatives to paying their bills than in the past. Customers will be able to mail or drop off personal checks, have their bank mail in a check (through an online bill pay feature through their bank), pay online through our website with a credit/debit card, pay over the phone, or come in to the office and pay their bill by credit/debit card. If a credit/debit card is used online or over the phone, there will be a \$2.50 convenience fee per transaction that is paid for by the customer. If the customer pays at the point of service (at the office) there is no convenience fee charged. In that situation, the District would pay a nominal fee of 1.5% and 2.5% per transaction, depending on the type of card used. Consequently, there are three (3) different alternatives that customers may utilize that are free of service charges. There is a \$10.00 per month maintenance fee charged to the District for each account. Staff anticipates utilizing two (2) separate accounts; one for water services and another for general purchases (Discovery Bay logo merchandise).

Once this initial process is online and available for residents, the next step in the process will be to integrate the online bill pay feature through the District's website.

Staff continues to proceed with a May 1, 2011 implementation date that is consistent with Resolution 2011-02.

Fiscal Impact:

Amount Requested \$40.00 for FY 2011 and then \$240/Year thereafter
Sufficient Budgeted Funds Available?: YES (If no, see attached fiscal analysis)
Prog/Fund # Category: Pers. Optg. XX Cap. -or- CIP# Fund#

Previous Relevant Board Actions for This Item
December 15, 2010 and January 19, 2011

Attachments

Merchant Card Services Agreement with Banc Card of America
Resolution 2011-02

AGENDA ITEM: F-4



Date: _____ AWB # _____

<input type="checkbox"/> New Location	<input type="checkbox"/> Additional Location	Existing MID: _____	Chain #: 08	Short Name BCA	Location _____ of _____
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Merchant Application

Merchant Information	DBA Name: TOWN OF DISCOVERY BAY			DBA Phone #: 925-634-1131		Ext.
	Contact Name: LIZ HARDY			DBA Fax #: 925-513-2705		
	Cell Phone # _____			Customer Service Phone #:		
	DBA Address: 1800 WILLOW LAKE ROAD			Email Address: lhardy@todb.ca.gov		
	City: DISCOVERY BAY		State: CA	Zip Code: 94505	Federal Tax ID:	
	Previous Processor: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Year Established: 1998		Length of Current Ownership: _____ years, _____ months	
Name of Previous Processor: _____						

Corporate Information	Legal/Corporate Name:			Legal/Corporate Phone #:		Ext.
	Legal/Corporate Contact Name:			Legal/Corporate Fax #:		
	Legal/Corporate Address:					
	City:		State:	Zip Code:		

Shipping Info	Shipping DBA Name: (Necessary only if different than DBA)			Shipping Phone #		Ext.
	Shipping Contact Name:			Shipping Fax #:		
	Shipping Address (No PO Box):					
	City:		State:	Zip:		

Principal Information 1 (Owner/Partner/Officer)	<input type="checkbox"/> Owner/Partner: Percentage of Ownership _____ % or <input type="checkbox"/> Officer: Title _____					
	First Name:		MI:	DOB:	SSN:	
	Last Name:			Home Phone #:		
	Home Address:			Cell Phone #:		
	City:		State:	Zip Code:	Email Address:	
	Previous Address if current address is less than 2 years:					
	Home Address:					
	City:		State:	Zip Code:		

Principal Information 2 (Owner/Partner/Officer)	<input type="checkbox"/> Owner/Partner: Percentage of Ownership _____ % or <input checked="" type="checkbox"/> Officer: Title _____					
	First Name: RICHARD		MI: M J	DOB: 7/8/1959	SSN:	
	Last Name: HOWARD			Home Phone #:		
	Home Address: 1800 WILLOW LAKE ROAD			Cell Phone #:		
	City: DISCOVERY BAY		State: CA	Zip Code: 94505	Email Address: rhoward@todb.ca.gov	
	Previous Address if current address is less than 2 years:					
	Home Address:					
	City:		State:	Zip Code:		

Other Merchant Information	Average Sale Amount: \$ 10-12		Description of product or services offered: water bills			
	Total Monthly VISA@/MC/Discover Network® Sales: \$ 35,000			MCC:		
	Card Present (swiped)	%	For Card Present Transactions, when does the customer receive the product or service? <input checked="" type="checkbox"/> Same Day <input type="checkbox"/> If not same day, # of Days (include shipping time frame) For Card Not Present Transactions, when does the customer receive the product or service? <input checked="" type="checkbox"/> Same Day <input type="checkbox"/> If not same day, # of Days (include shipping time frame) For Internet Transactions: List the product web site: Contact Us Email Address:			
	Card Present (not swiped)	%				
	Mail Order	%				
	Telephone Order	%				
	Internet	%				
	Total =		100%			
Do you operate seasonally: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please check months closed (Merchant must notify to close and reopen):						
<input type="checkbox"/> January	<input type="checkbox"/> February	<input type="checkbox"/> March	<input type="checkbox"/> April	<input type="checkbox"/> May	<input type="checkbox"/> June	
<input type="checkbox"/> July	<input type="checkbox"/> August	<input type="checkbox"/> September	<input type="checkbox"/> October	<input type="checkbox"/> November	<input type="checkbox"/> December	

Bank Account	Deposit Bank Name: BANK OF AGRICULTURE AND COMMERCE		ABA/Routing #:	DDA Account #:	Tape ID
	Billing Bank Name (if different):		ABA/Routing #:	DDA Account #:	Tape ID



Merchant Application

Card Accept	Please check each card you wish to accept. Note: acceptance of card types not selected will result in discount downgrades. <input checked="" type="checkbox"/> All VISA®/MasterCard/Discover Cards (JCB, Diners, CUP) <input type="checkbox"/> VISA® Credit <input type="checkbox"/> MasterCard Credit <input type="checkbox"/> Discover (JCB, Diners, CUP) <input type="checkbox"/> VISA® Debit <input type="checkbox"/> MasterCard Debit	Pricing Category	<input type="checkbox"/> Retail	<input type="checkbox"/> Lodging	<input type="checkbox"/> ARU
	<input type="checkbox"/> Restaurant		<input type="checkbox"/> Supermarket	<input type="checkbox"/> Auto Rental	
			<input type="checkbox"/> MOTO	<input type="checkbox"/> Pay at Pump	<input type="checkbox"/> Internet

Pricing Information	Rates are for all card acceptance types selected above.			Fees	Fee Type	Amt. \$	Per Authorization \$		
					Application Fee		VISA®	.20	
					Installation/Training		MasterCard	.20	
					Wireless Set-Up Fee		Discover	.20	
					Account Maintenance (per occur.)	20.00	AMEX		
					Chargeback Fee (per occur.)	25.00	WEX		
					Return Item Fee/NSF (per occur.)	20.00	Voice Auth Touch Tone	0.95	
					Annual Fee Start Date:	49.00	Voice - Operator Assisted	0.95	
					Monthly Service Fee	10.00	Voice - With AVS	2.20	
					Minimum Discount (per mo.)	20.00	Voice - Bank Referral	4.00	
					Batch Header Fee		Internet Secure (per mo.)		
					Virtual Merchant Fee (per mo.) Start Date:		Other		
					Next Day Funding (per mo.)		PCI Fee (Annual)		
					Wireless Fee (per mo.)		IP Connect (Not to Exceed) \$175		
					Other		Dial Connect (Not to Exceed) \$55		
					Other fees may apply, see Merchant Processing Agreement				

Debit Networks	Debit Pricing: <input type="checkbox"/> Pass through (Interchange + Markup - ICDIF) <input type="checkbox"/> Pass through (Interchange + Markup - ICPLS) <input type="checkbox"/> Surcharge (Flat rate)		
	Debit Authorization Pricing: <input type="checkbox"/> Pass through (Interchange + Markup - ASSOC) <input type="checkbox"/> Fixed (Flat rate)		
	<input type="checkbox"/> Apply to All (if selected, do not fill out individual networks) %+\$ Auth \$		
	<input type="checkbox"/> ACCL (Accel) %+\$ Auth \$	<input type="checkbox"/> AFFN %+\$ Auth \$	<input type="checkbox"/> ALAS (Alaska) %+\$ Auth \$
	<input type="checkbox"/> MSTO (Maestro) %+\$ Auth \$	<input type="checkbox"/> NETS %+\$ Auth \$	<input type="checkbox"/> NYCE %+\$ Auth \$
<input type="checkbox"/> INKL (Interlink) %+\$ Auth \$	<input type="checkbox"/> ITS (Shazam) %+\$ Auth \$	<input type="checkbox"/> CU24 %+\$ Auth \$	
<input type="checkbox"/> STAR (Explore) %+\$ Auth \$	<input type="checkbox"/> PULSE %+\$ Auth \$	<input type="checkbox"/> Other %+\$ Auth \$	

Point of Sale (Equipment or Software)	VAR Service Provider (Non Distributed):									
	VAR Vendor (Distributed):			VAR Product:			VAR Version:			
	Gateway (Optional):			Aggregator:						
	Qty	POS Description	Equip Code	Training Method	Price per Unit	Monthly Fee	Per Auth	Purchase	Existing	Exchange
					\$	\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
								<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
								<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					\$			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Training Contact Name:					Training Contact Phone:			All applicable taxes will be applied. <input type="checkbox"/> Sales Tax Exempt - Additional Documentation required.	
	<input type="checkbox"/> Saturday Delivery <input type="checkbox"/> Next Day Air <input type="checkbox"/> 2 nd Day Air					Elavon Bills One Time Fees				
*Please note that all leases MUST complete the section immediately below. Initials are required.										
X _____ THE LEASE IS A NON CANCELLABLE LEASE FOR THE FULL TERM OF _____ MOS. TOTAL MONTHLY PAYMENT OF \$ _____ plus taxes, if applicable.										
AUTHORIZATION FOR AUTOMATIC WITHDRAWAL OF MONTHLY PAYMENTS										
Merchant hereby authorizes Elavon, through its Ladco Leasing division ("Lessor"), to automatically withdraw Merchant's monthly lease payment and any amounts, including any and all taxes or other charges, owed in accordance with the lease, as applicable, by initiating debit entries to Merchant's account at the financial institution ("Bank") indicated hereon or such other financial institution used by Merchant from time to time. A lease payment (whether paid by debit or other means) that is not honored by Bank for any reason will be subject to a returned item service fee imposed by Lessor. This authorization shall remain in effect until Lessor has received written notice from Merchant of its termination.										
Bank Name:			ABA/Routing #:			DDA Account #:				



MEMBER/MERCHANT AGREEMENT

Date _____

This agreement, by and between Banc Card of America, with its principal offices in Nashville, Tennessee and Member/Merchant named TOWN OF DISCOVERY BAY Member/Merchant address 1800 WILLOW LAKE ROAD 1800 WILLOW LAKE ROAD, city/state/zip DISCOVERY BAY, CA 94505 phone number 925-634-1131

GENERAL TERMS AND CONDITIONS

- 1. Merchant will receive monthly statements reflecting activity on its account. Merchant agrees to examine and reconcile its merchant statement and notify Company of any error or discrepancy. Unless merchant provides written notice to Company of an error or discrepancy within 60 days of the statement date, the statement shall be deemed as correct for all purposes and Company shall not be liable for any error or discrepancy reflected thereon. Requests for any research older than 90 days from date of transaction will result in research fees. Cost may vary depending on research required. Cost will be disclosed at time of research request. Company will only refund up to three (3) months on the agreed upon amount. No legal proceedings or action may thereafter be brought against Company to recover for any error or discrepancy.
2. Cancellation or Termination of the agreement by either party for any reason shall not void the liability of Member/Merchant to Banc Card of America or bankcard processor for fees due.
3. \$_____ of the set up fees is non refundable to cover credit report and processing.
4. Merchant agrees to indemnify and hold harmless Banc Card of America from any and all loss, damages or expenses assigned to Banc Card of America by any third party arising out of or related to this agreement.

Table with 2 columns: Fee Category, Amount. Rows include Set-up fees (One-time) \$50.00, Terminal, Printer, Imprinter(s), Other, Sales tax, and Total \$50.00.

COMMENTS:

Your signature below confirms you have read and agree to be bound by all associated pricing provided by BancCard.

Signature block with fields for DBA Name (TOWN OF DISCOVERY BAY), Signature (marked X), Print Name, Date, and Banc Card (Sales Rep).

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBIT OR CREDIT CARD CHARGE).

Company or Customer Name: TOWN OF DISCOVERY BAY Taxpayer ID#: _____
Bill to Address: 1800 WILLOW LAKE ROAD City: DISCOVERY BAY State: CA Zip: 94505
Bill to Phone: 925-634-1131

MID _____

I (we) hereby authorize Banc Card, hereinafter called COMPANY to initiate debit entries to my (our) [] Checking / [] Savings Account (Please provide copy of a voided check) / [] Credit Card (check one) indicated below at the depository financial institution named below, hereafter called DEPOSITORY, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Bank Depository Name: BANK OF AGRICULTURE AND COMMERCE. Branch: _____
City: _____ State: _____ Zip: _____

Routing Number: _____ Account Number: _____

Credit Card Type: [] Visa [] MasterCard [] Discover

Credit Card Number: _____ Expiration Date: _____ Credit Card CVV: _____

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Signature: _____ Date: _____

Name(s): _____

NOTE: DEBIT AUTHORIZATION MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

Single Payment of \$ _____ Recurring Payments of \$ _____ Period: Monthly [] Annually [] (Check One)

HP Services Agreement

This Services Agreement (the "Agreement") documents the business relationship between Discovery Bay, CA ("Customer"), and HP Enterprise Services, LLC, a Delaware limited liability company ("HP"), and describes the terms and conditions under which HP will provide to Customer certain services on an as requested basis. The obligations of HP set forth in this Agreement will be performed by HP, itself and through its affiliates. HP and Customer may be referred to in this Agreement individually as a "party" and together as the "parties". All capitalized terms not defined in the body of this Agreement shall have the meaning given to that term in the attached Attachment A which is incorporated herein.

1. Term. The term of this Agreement shall be for five (5) years, commencing on April 1, 2011 (the "Effective Date"), and, unless earlier terminated as provided in this Agreement, will continue through March 31, 2016; provided however, that the term shall renew itself automatically for additional one (1)-year terms unless either party provides prior written notice of nonrenewal at least sixty (60) days before expiration of the then-current term.

2. Services. During the term of this Agreement, in consideration of the payment and other Customer obligations, HP will perform the services, and produce the deliverables, described in Attachment A (the "Services").

A. Change in Service Locations. Notwithstanding anything to the contrary in this Agreement, HP may, in its sole discretion, perform the Services or any portion thereof from any location determined by HP or relocate any software or equipment used by HP to perform the Services provided, however, that any change in service location made by HP in its sole discretion will not (i) materially and adversely impact HP's ability to perform its obligations hereunder, (ii) increase Customer's fees or costs (unless HP agrees to reimburse Customer for such increase) or (iii) materially and adversely impact the way in which Customer conducts its business or operations.

B. Use of Affiliates and Subcontractors. The Services will be performed by HP, itself and through its affiliates. Subject to the other provisions of this Agreement, HP may subcontract any portion of the Services to third parties. HP will not disclose any confidential information of Customer to any unaffiliated subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such confidential information in the manner required by paragraph 7 and then only to the extent necessary for such subcontractor to perform those Services subcontracted to it. HP will remain responsible for the obligations performed by any of its affiliates or subcontractors to the same extent as if such obligations were performed by HP.

3. Representatives. HP and Customer shall each maintain a representative who will be its primary point of contact in dealing with the other under this Agreement. Either party may change its representative by giving notice to the other of the new representative and the date upon which such change will become effective. In performing its obligations under this Agreement, HP will be entitled to rely upon any routine instructions, authorizations, approvals or other information provided to HP by Customer's representative or, as to areas of competency specifically identified by such representative, by any other Customer personnel identified by Customer's representative, from time to time, as having authority to provide the same on behalf of Customer in such person's area of

competency. Unless HP knew of any error, incorrectness or inaccuracy in such instructions, authorizations, approvals or other information, HP will incur no liability or responsibility of any kind in relying on or complying with any such instructions, authorizations, approvals or other information.

4. Customer's Role. In addition to the obligations set forth in the Agreement, Customer shall further have the obligations set forth in Attachment A.

5. Payment. In consideration for the performance of the Services, Customer will pay to HP the charges set forth in Attachment B, which charges shall be subject to periodic adjustments as indicated therein. In addition, Customer shall pay or reimburse HP for all taxes, assessments, duties, permits and fees, however designated, as further described in Attachment B, that are levied upon this Agreement. HP will submit an invoice to Customer reflecting the amount owed to HP by Customer, with such supporting documentation as Customer reasonably requests, and Customer shall pay the invoiced amount by the fifteenth (15th) day following the date of the invoice. Any past due amounts will bear interest until paid at a rate of interest equal to the lesser of (i) the prime rate established from time to time by the Wall Street Journal plus four percent (4%) or (ii) the maximum rate of interest allowed by applicable law. In addition, at HP's request, Customer will provide HP with an explanation of why an undisputed amount is not paid when due and a proposed payment plan for Customer to bring such past due amount current. All amounts will be payable to HP electronically (either by wire transfer or ACH), in accordance with payment instructions provided by HP from time to time, so as in each case to constitute immediately available funds by 12 noon, Plano, Texas time, on the payment date no matter what the method of payment. If a due date does not fall on a Business Day, payments must be received by HP on or before on the Business Day prior to such date. Within ten (10) days of the date of the invoice on which a disputed amount appears, Customer will notify HP in writing of the specific items in dispute and will describe in detail Customer's reason for disputing each such item. Within fifteen (15) days of HP's receipt of such notice, the parties will negotiate in good faith pursuant to the provisions of paragraph 13 to reach settlement on any items that are the subject of such dispute. If Customer does not notify HP of any items in dispute within such ten (10)-day period of time, Customer will be deemed to have approved and accepted such invoice. If any portion of an amount due to HP under this Agreement is subject to a bona fide dispute between the parties as provided above, Customer will pay to HP on the date such amount is due all amounts not disputed in good faith by Customer.

6. Employees. The HP personnel performing the Services will be and remain the employees of HP, and HP will provide for and pay the compensation and other benefits of such employees, including salary, health, accident and workers' compensation benefits and all taxes and contributions which an employer is required to pay relating to the employment of employees. During the term of this Agreement and for a period of twelve (12) months thereafter, neither party shall solicit, directly or indirectly, for employment or employ any employee of the other who is or was involved in the performance of the Services without the prior written consent of the other.

7. Confidentiality and Announcements. HP and Customer agree to be bound by the confidentiality obligations set forth below and neither party may make any media release or other

HP Services Agreement

public announcement relating to or referring to this Agreement without the other's prior written consent.

A. Scope of Obligation. Except as otherwise expressly provided in this Agreement, HP and Customer each agree that (a) all information communicated to it by the other and identified as confidential, whether before or after the date hereof, (b) all information identified as confidential to which it has access in connection with the Services, whether before or after the date hereof, and (c) this Agreement and the parties' rights and obligations hereunder, are and shall be deemed to have been received in confidence and will be used only for purposes of this Agreement, and each of HP and Customer agrees to use the same means as it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and to protect the confidentiality thereof. No such information will be disclosed by the recipient party without the prior written consent of the other party; provided, however, that each party may disclose this Agreement and the other party's confidential information to those of the recipient party's attorneys, auditors, insurers (if applicable), subcontractors and full time employees who have a need to have access to such information in connection with their employment (or engagement, if applicable) by the recipient party, so long as the recipient party requires, in the case of its attorneys, auditors and insurers, that each of them execute a confidentiality agreement containing terms and conditions no less restrictive than those set forth in this paragraph 7 and advises, in the case of its subcontractors and employees, each such subcontractor and employee of the confidentiality obligations set forth in this paragraph 7. In any event, compliance by each of the persons referenced in the preceding sentence with the confidentiality obligations set forth in this paragraph 7 will remain the responsibility of the party employing or engaging such persons.

B. Exceptions. The foregoing shall not prevent either party from disclosing information that belongs to such party which: (i) is already known by the recipient party without an obligation of confidentiality other than under this Agreement, (ii) is publicly known or becomes publicly known through no unauthorized act of the recipient party, (iii) is rightfully received from a third party, (iv) is independently developed without use of the other party's confidential information or (v) is disclosed without similar restrictions to a third party by the party owning the confidential information. If confidential information is required to be disclosed pursuant to a requirement of a governmental authority, such confidential information may be disclosed pursuant to that requirement so long as the party required to disclose the confidential information, to the extent reasonably possible, provides the other party with timely prior notice of such requirement and coordinates with such other party in an effort to limit the nature and scope of such required disclosure. If confidential information is required to be disclosed in connection with the conduct of any arbitration proceeding carried out pursuant to paragraph 13 of this Agreement, such confidential information may be disclosed pursuant to and in accordance with the approval and at the direction of the mediator or arbitrator, as the case may be, conducting such proceeding. Upon written request at the expiration or termination of this Agreement for any reason, all documented confidential information (and all copies thereof) owned by the requesting party will be returned to the requesting party or will be destroyed, with written certification thereof being given to the requesting party. The provisions of this paragraph 7 shall survive the expiration or termination of

this Agreement for any reason. Notwithstanding the foregoing, HP may disclose this Agreement and other confidential information to which it has access hereunder to professional advisers, financial institutions and other third parties in connection with any transaction entered into to provide financing related to this Agreement or the obligations of HP hereunder, so long as each of them execute a confidentiality agreement containing terms and conditions no less restrictive than those set forth in this paragraph 7. Notwithstanding anything herein to the contrary, each party to this Agreement (and each affiliate, officer, employee, director, advisor, representative, or other agent of such party) is, and has been from commencement of discussions, permitted to (i) disclose to any and all persons, without limitation of any kind, the U.S. federal income tax treatment and tax structure of the transactions contemplated by this Agreement and all materials of any kind (including opinions or other tax analyses) that are provided to such party relating to such tax treatment and tax structure, and (ii) consult any tax advisor regarding the U.S. federal income tax treatment or tax structure of such transactions; provided that, with respect to any document (or similar item) that contains information in addition to information that relates to the tax treatment or tax structure of such transactions, this exception to any requirement of confidentiality allows such disclosure and consultation only with respect to such portions of the document or similar item that relate to the tax treatment or tax structure of the transactions.

C. Privacy Laws. The parties acknowledge and agree that Customer will be and remain the controller of the information relating to Customer and its customers (the "Customer Data") for purposes of all applicable laws relating to data privacy, personal data, transborder data flow and data protection (collectively, the "Privacy Laws"), with rights under such laws to determine the purposes for which the Customer Data is processed, and nothing in this Agreement will restrict or limit in any way Customer's rights or obligations as owner and/or controller of the Customer Data for such purposes. As controller of the Customer Data, Customer is directing HP to process the Customer Data in accordance with the terms of this Agreement, and is consenting to HP's access to the Customer Data for such purpose. The parties also acknowledge and agree that HP may have certain responsibilities prescribed as of the date hereof by applicable Privacy Laws as a processor of the Customer Data, and HP hereby acknowledges such responsibilities to the extent required thereby for processors of data and agrees that such responsibilities will be considered as a part of the Services to be provided by HP under this Agreement. In the event that Privacy Laws to which the activities contemplated by this Agreement are subject are modified or new Privacy Laws that are applicable to such activities come into effect, HP will work with Customer in an effort to continue to comply with such Privacy Laws, as so modified or added, but to the extent that such modifications or additions expand the scope or increase the cost of the activities previously undertaken by HP pursuant to this paragraph 7, HP will, at Customer's reasonable request, provide such additional activities as additional services, but only to the extent that the parties have reached agreement regarding the nature and scope of such services, the period of time during which such services will be provided and the basis upon which HP will be compensated therefor.

HP Services Agreement

8. Warranties and Additional Covenants. HP and Customer shall have the obligations relating to warranties and additional covenants set forth below:

A. Performance. HP represents and warrants that all Services will be performed in a professional and workmanlike manner.

B. Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PARAGRAPH 8, HP MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR RESULTS TO BE DERIVED FROM THE USE, OF ANY INFORMATION TECHNOLOGY SERVICE, SOFTWARE, HARDWARE OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. HP DOES NOT REPRESENT OR WARRANT THAT THE OPERATION OF ANY SUCH SERVICE, SOFTWARE, HARDWARE OR OTHER MATERIALS WILL BE UNINTERRUPTED, OR ERROR-FREE.

C. Laws and Regulations. HP agrees to comply with all laws currently in effect that are applicable to HP's performance of the Services under this Agreement. The parties acknowledge that the pricing of all Services under this Agreement is based on the laws, rules and regulations applicable to the business, assets or operations of Customer (collectively, the "Applicable Laws") at the date of this Agreement. Customer will promptly advise HP of any change in the Applicable Laws (including any change in the interpretation thereof by a competent court, agency or similar body) or the adoption of additional Applicable Laws (collectively, the "New Requirements") that requires changes to Services, changes to software or additional software. HP may add to the charges, due from Customer for Services, all reasonable charges for changes to the Services or software arising from the New Requirements. If the New Requirements are generally applicable to other customers of HP, then such additional charges will be allocated among Customer and such other customers on an equitable basis.

9. Ownership. Each party retains all rights it possessed prior to the date of this Agreement in any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or proprietary information that may be used by such party in connection with its role relating to the performance of the Services. All software that is licensed by a party from a third party vendor will be and remain the property of such vendor. Notwithstanding anything to the contrary in this Agreement, HP: (i) will retain all right, title and interest in and to all development tools, know-how, methodologies, processes, software, technologies or algorithms used in performing the Services, if any, which are based on trade secrets or proprietary information of HP or are otherwise owned or licensed by HP, (ii) will be free to use the ideas, concepts and know-how which are developed in the course of performing the Services and may be retained by HP's employees in intangible form and (iii) will retain ownership of any HP-owned software or development tools that are used in providing Services. Subject to the obligations set forth in paragraph 7, each of the parties will be free to use such ideas, concepts and know-how which are developed by it in the course of performing its obligations under this Agreement and which may be retained by its employees in intangible form. No licenses will be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights,

except as otherwise expressly provided in this Agreement. Nothing in this Agreement shall require HP or Customer to violate the proprietary rights of any third party in any software or otherwise.

10. Termination.

A. If either party materially or repeatedly defaults in the performance of any of its obligations under this Agreement, and such default (a) is of a non-monetary nature and is not substantially cured within sixty (60) days after notice is given to the defaulting party specifying the default or, with respect to those defaults that cannot reasonably be cured within sixty (60) days, should the defaulting party fail to proceed within sixty (60) days to commence curing the default and thereafter to proceed with all reasonable diligence to substantially cure the default, or (b) is related to an obligation to make payments to the other party hereunder and is not cured within ten (10) days after notice is given to the defaulting party specifying the default, the party not in default may, by giving notice thereof to the defaulting party, terminate this Agreement as of a date specified in such notice of termination. Upon expiration or termination of this Agreement for any reason, HP will cease to perform the Services, and Customer will pay to HP all sums due to HP as a result of the services performed prior to such expiration or termination (prorated as appropriate). Expiration or termination of this Agreement for any reason will not release either party from any liabilities or obligations set forth in this Agreement which (a) the parties have expressly agreed will survive any such expiration or termination or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

B. Either party may terminate a portion of this Agreement without cause, effective immediately, upon written notice to the other party if: (i) either party receives notice from a state or federal regulatory body that such portion is unlawful, invalid or unenforceable, (ii) any Card Company or Credit/Debit Card Acquirer informs either party that any portion of this Agreement is in violation of the respective Card Company bylaws or operating rules or (iii) any Card Company or Credit/Debit Card Acquirer terminates the Merchant Services Agreement (as defined in the attached Attachment A) between Customer and such Card Company or Credit/Debit Card Acquirer.

11. Indemnities. HP and Customer shall have the indemnity obligations set forth herein.

A. General. Subject to paragraph 12 and the limitations set forth below in paragraph 11A and the procedures set forth below in paragraph 11D, HP and Customer each agree to defend the other party against any action to the extent that such action is based upon a claim that the software (other than third party software) or confidential information provided by the indemnitor, or any part thereof, (i) infringes a copyright perfected under United States statute, (ii) infringes a patent granted under United States law or (iii) constitutes an unlawful disclosure, use or misappropriation of another party's trade secret. The indemnitor will bear the expense of such defense and pay any damages and attorneys' fees that are attributable to such claim finally awarded by a court of competent jurisdiction.

B. Exclusions. Neither HP nor Customer will be liable to the other for claims of indirect or contributory infringement. In

HP Services Agreement

particular, the indemnitor will have no liability to the indemnitee hereunder if any claim of infringement is based upon the use of software provided by the indemnitor hereunder in connection or in combination with equipment, devices or software not supplied by the indemnitor or used in a manner for which the software was not designed. Also, the indemnitor will have no liability if the indemnitee modifies any software provided by the indemnitor hereunder and such infringement would not have occurred but for such modification, or uses the software in the practice of a patented process and there would be no infringement in the absence of such practice, or such claim arises out of the indemnitor's compliance with specifications provided by the indemnitee and such infringement would not have occurred but for such compliance.

C. Additional Remedy. If software or confidential information becomes the subject of an infringement claim under paragraphs 11A through 11C, or in the indemnitor's opinion is likely to become the subject of such a claim, then, in addition to defending the claim and paying any damages and attorneys' fees as required in these paragraphs 11A through 11C, the indemnitor will either (A) replace or modify the software or confidential information to make it noninfringing or cure any claimed misuse of another's trade secret or (B) procure for the indemnitee the right to continue using the software or confidential information pursuant to this Agreement. Any costs associated with implementing either of the above alternatives will be borne by the indemnitor but will be subject to paragraph 12. If neither option is available to the indemnitor through the use of reasonable, diligent efforts, (x) the indemnitee will return such software or confidential information to the indemnitor and (y) if requested by the indemnitee in good faith, the parties will negotiate, pursuant to paragraph 13 of this Agreement but subject to paragraph 12 of this Agreement, to reach a written agreement on what, if any, monetary damages (in addition to the indemnitor's obligation to defend the claim and pay any damages and attorneys' fees as required above in paragraphs 11A through 11C are reasonably owed by the indemnitor to the indemnitee as a result of the indemnitee no longer having use of such software or confidential information.

D. Procedures. The indemnification obligations set forth in this paragraph 11 will not apply unless the party claiming indemnification: (a) notifies the other promptly in writing of any matters in respect of which the indemnity may apply and of which the notifying party has knowledge, in order to allow the indemnitor the opportunity to investigate and defend the matter; provided, however, that the failure to so notify will only relieve the indemnitor of its obligations under this paragraph 11 if and to the extent that the indemnitor is prejudiced thereby; and (b) gives the other party full opportunity to control the response thereto and the defense thereof, including any agreement relating to the settlement thereof; provided, however, that the indemnitee will have the right to participate in any legal proceeding to contest and defend a claim for indemnification involving a third party and to be represented by legal counsel of its choosing, all at the indemnitee's cost and expense. However, if the indemnitor fails to promptly assume the defense of the claim, the party entitled to indemnification may assume the defense at the indemnitor's cost and expense.

The indemnitor will not be responsible for any settlement or compromise made without its consent, unless the indemnitee

has tendered notice and the indemnitor has then refused to assume and defend the claim and it is later determined that the indemnitor was liable to assume and defend the claim. The indemnitee agrees to cooperate in good faith with the indemnitor at the request and expense of the indemnitor.

12. Liability. HP's liability to Customer for any damages arising out of or related to this Agreement, regardless of form of action that imposes liability, whether in contract, equity, negligence, intended conduct, tort or otherwise, will be limited to and not exceed, in the aggregate for all claims, actions and causes of action of every kind and nature for the amount of the Convenience Fees under this Agreement for the most recent six (6) months at the time the first event giving rise to such liability arose. HP will not be liable for, any amounts consisting of or attributable to loss of income, goodwill, profit or savings or for indirect, incidental, consequential, exemplary, punitive or special damages of any party, including third parties, even if HP has been advised of the possibility of such damages in advance. Each party will have a duty to mitigate damages for which the other party is responsible. No claim, demand for arbitration or cause of action which arose out of an event or events which occurred more than two (2) years prior to the cause of action which arose out of an event or events which occurred more than two (2) years prior to the filing of a demand for arbitration or suit alleging a claim or cause of action may be asserted by either party against the other. The provisions of this paragraph 12 will survive the expiration or termination of this Agreement for any reason. Notwithstanding anything set forth in this paragraph 12 to the contrary, in the event that any Services provided to Customer are inaccurate, incomplete, incorrect, or otherwise defective due solely to HP's fault or negligence, Customer's sole and exclusive remedy shall be for HP to correct such defect without charge to Customer, provided that HP has received written notice of such defect from Customer within ten (10) Business Days from the date of which the Customer become aware of, or should have become aware of, such defect. HP shall have no other or further liability to Customer for defective Services.

13. Arbitration. Any dispute, controversy or claim arising under, out of, in connection with or in relation to this Agreement, or the breach, termination, validity or enforceability of any provision hereof (a "Dispute"), if not resolved informally through negotiation between the parties, will be resolved by final and binding arbitration conducted in accordance with and subject to the Commercial Arbitration Rules of the American Arbitration Association then applicable. One arbitrator will be selected in accordance with such rules, and the arbitrators will allow such discovery as is appropriate, consistent with the purposes of arbitration in accomplishing fair, speedy and cost effective resolution of disputes. The arbitrator will reference the rules of evidence of the Federal Rules of Civil Procedure then in effect in setting the scope of discovery. Judgment upon the award rendered in any such arbitration may be entered in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award and enforcement, as the law of such jurisdiction may require or allow. Any arbitration conducted pursuant to this paragraph 13 will take place in Plano, Texas if pursued by Customer and in Customer's city stated below if pursued by HP. Other than those matters involving injunctive relief or any action necessary to enforce the award of the arbitrator, the parties agree that the provisions of this paragraph 13 are a complete defense to any suit, action or other proceeding instituted in any court or before any administrative tribunal with respect to any Dispute or the performance of the

HP Services Agreement

Services by HP. Nothing in this paragraph 13 prevents the parties from exercising their right to terminate this Agreement in accordance with paragraph 10.

14. Excused Performance. Neither party shall be deemed to be in default hereunder, or will be liable to the other, for failure to perform any of its obligations under this Agreement (other than the obligation to make payments hereunder with respect to Services that have been performed) for any period and to the extent that such failure results from acts or omissions of the other party or third parties, natural disasters, riots, war, civil disorder, court order, acts or regulations of governmental bodies, labor dispute or any other causes beyond that party's reasonable control (including failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment or lines) and which it could not have prevented by reasonable precautions or could not have remedied by the exercise of reasonable efforts; provided that the party claiming excuse from performance informs the other party promptly and uses reasonable efforts under the circumstances to correct the deficiency.

15. Right to Engage in Other Activities. Customer acknowledges and agrees that HP may provide data processing and other information technology services for third parties at any HP facility that HP may utilize from time to time for performing the Services. Nothing in this Agreement will impair HP's right to acquire, license, market, distribute, develop for itself or others or have others develop for HP similar technology performing the same or similar functions as the technology and Services contemplated by this Agreement.

16. Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given if delivered personally or by a nationally recognized courier service, faxed or mailed by registered or certified mail, return receipt requested, postage prepaid, to the parties at the addresses set forth herein. All notices under this Agreement that are addressed as provided in this paragraph 16, (a) if delivered personally or by a nationally recognized courier service, will be deemed given upon delivery, (b) if delivered by facsimile, will be deemed given when confirmed and (c) if delivered by mail in the manner described above, will be deemed given on the fifth (5th) Business Day after the day it is deposited in a regular depository of the United States mail. Either party may change its address or designee for notification purposes by giving notice to the other of the new address or designee and the date upon which such change will become effective.

17. Export Regulations. This Agreement is expressly made subject to any United States government laws, regulations, orders or other restrictions regarding export from the United States of computer hardware, software, technical data or other items, or derivatives of such hardware, software, technical data or other items. Each party will reasonably cooperate with the other and will provide to the other promptly upon request any documents as are reasonably requested to obtain approvals, consents, licenses and/or permits required for any payment or any export or import of products or services under this Agreement. The provisions of this paragraph 17 will survive the expiration or termination of this Agreement for any reason.

18. Other. Where agreement, approval, acceptance or consent of either party is required by this Agreement, such action will not be unreasonably withheld or delayed. If any provision (other than a provision relating to any payment

obligation) of this Agreement or the application thereof to any persons or circumstances is, to any extent, held invalid, unenforceable, or unlawful, or if any Card Company or Credit/Debit Card Acquirer informs either party that any portion of this Agreement is in violation of the respective Card Company by-laws or operating rules, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each provision of this Agreement will be valid and enforceable to the extent permitted by law or the respective operating rules and by-laws. The provisions of this Agreement will be given equal weight regardless of the order in which they appear herein. Nothing in this Agreement may be relied upon or will benefit any party other than HP and Customer. This Agreement (a) will be governed by the substantive laws of the State of Texas (without giving effect to any choice-of-law rules that may require the application of the laws of another jurisdiction), (b) may not be assigned by either party without the prior written consent of the other and (c) together with the attachments hereto (each of which are incorporated into this Agreement by this reference), constitutes the entire agreement of the parties with respect to the subject matter hereof, superseding all previous representations, understandings or agreements with respect thereto.

In Witness Whereof, the parties have duly executed and delivered this Agreement as of the Effective Date.

HP ENTERPRISE SERVICES, LLC

By: _____

Title: Enter Title of Signatory

Print Name: Enter Signatory's Name

Address: 5400 Legacy Drive

Plano, TX 75024

Date: _____

CUSTOMER

By: _____

Title: _____

Print Name: _____

Address: _____

Date: _____

Attachment A Services

1. DEFINITIONS

Whenever used in this Attachment A, the words and phrases listed below shall have the meanings given below. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

EFT – Electronic Funds Transfer. Automated debit from the Cardholder's checking or savings account.

Business Day - Each weekday, Monday through Friday, which is not a holiday of the United States Federal Reserve System.

Card Company- An association, such as Visa U.S.A. Inc. or MasterCard International, Incorporated that operates an interchange system for exchanging information, transactions, money and other items on a standardized and consistent basis between member financial institutions with respect to Credit/Debit Card payment transactions.

Cardholder – Owner of the payment instrument being used. In the case of Credit/Debit Card transactions this is the responsible party for the card. In the case of EFT transactions, this is responsible party or owner of the checking or savings bank account.

Chargeback – The challenge of a transaction that is challenged by a Cardholder or merchant bank, which is sent back through interchange to the bank of account (Cardholder or merchant) for resolution. Such challenge can be for all or any portion of a transaction, whether or not such dispute is valid.

Convenience Fee – A fee charged by Cardholders of Customer for the use of the Services as set forth in Attachment B.

Credit/Debit Card – A VISA-branded, MasterCard-branded or other mutually agreeable Credit/Debit Card issued by a financial institution in accordance with the rules and regulations of the Card Company.

Credit/Debit Card Acquirer – Any financial institution providing services related to those in this Agreement, which is a member bank of Visa or MasterCard national bank card associations and provides "merchant bank" acquiring services which enable consumers and businesses to use Credit/Debit Cards and/or Discover and American Express merchant financial institutions, as applicable.

Credit/Debit Card Issuer – Any financial institution, which is a member bank of Visa or MasterCard National bankcard associations and provides Credit/Debit Cards to consumers and businesses used to purchase goods and services from merchants sponsored by Visa and MasterCard merchant financial institutions.

IVRS (Interactive Voice Response System) – An automated telephone response System, accessible by Cardholders for the initiation of Payment Requests, that presents a series of choices to the caller, and to which the caller responds by pushing buttons on the touch-tone telephone.

Merchant Services Agreement – An agreement between the Credit/Debit Card Acquirer and Customer establishing the

authority for the Customer to accept Credit/Debit Cards as a means for payment for goods and services. The authority is granted with the condition that the Customer follow established Card Company operating rules and regulations.

Remittance – An amount remitted by a Card Company in connection with payment by a Cardholder to the Customer or payment of a Convenience Fee transaction.

Retrieval Request – Requests initiated by a Cardholder or his Credit/Debit Card Issuer, for information regarding specific charges to his Credit/Debit Card account for the Customer bill payment or Convenience Fee.

Returns - Customer's initiated reversal of a Credit/Debit Card charge or an EFT payment to a Cardholder's account.

Settlement – The process by which the funds for Cardholder transactions are passed from Credit/Debit Card Issuers to Credit/Debit Card Acquirers or from the settlement bank to the Customer.

System or Systems – Are (i) computer programs, including without limitation software, firmware, application programs, operating systems, files and utilities; (ii) supporting documentation for such computer programs, including without limitation input and output formats, program listings, narrative descriptions, operating instructions and procedures, user and training documentation and special forms; and (iii) the tangible media upon which such programs are recorded, including without limitation chips, tapes, disks and diskettes.

All other capitalized terms in this attachment, other attachments or elsewhere shall have the meaning given to that term in the Agreement.

2. GENERAL DESCRIPTION OF CONVENIENCE PAY SERVICES PROGRAM

In general, but subject to the more detailed description of HP's and Customer's obligations elsewhere in this Agreement, the Services is a merchant bill payment service whereby a Cardholder uses an IVRS or an HP Internet site (paybill.com/<Customer choice>) to request a payment transaction to Customer by means of a charge against a Credit/Debit Card or an EFT debit (the "Payment Request") in accordance with HP's and Customer's procedures. Concurrently, the Cardholder or Customer shall be charged the applicable fee for use of the Services as set forth in Attachment B (the "Convenience Fee") in connection with using the Services as described herein. The portal to accept Payment Requests is available twenty-four (24) hours a day, seven (7) days per week except for scheduled maintenance. System downtime will not exceed two percent (2%) of the time, not including scheduled maintenance, during the term of the Agreement. HP is not responsible for the availability of the Internet or the Customer's Systems.

Payment Requests processed hereunder will be subject to the appropriate approval, by or on behalf of the Credit/Debit Card Issuer of a transaction for a merchant or another affiliate bank (each, an "Authorization") and other policies and security procedures established by HP or Credit/Debit Card Acquirer or Issuer from time to time or otherwise agreed to in writing by the parties. The IVRS and Internet site will initiate an on-line Authorization request through the respective Credit/Debit Card

Attachment A Services

Issuer for payment of the Customer bill and the Convenience Fee amounts. EFT Payment Requests will verify the bank routing and transit number. The IVRS and Internet site will provide a confirmation number to Cardholder to confirm acceptance and processing of the bill payment transaction if the Payment Request was accepted. If a Payment Request was declined, the IVRS or the website will instruct the Cardholder to contact their Credit/Debit Card Issuer. Payment to Customer will not be processed if payment of the Convenience Fee is not also approved. In addition, HP, on behalf of Customer, at the request of Customer, will deny a Credit/Debit Card or EFT payment based on a prior Chargeback or an EFT transaction that was returned and not authorized by the bank of the Cardholder (a "Returned EFT Item"). HP shall not process payment transactions manually, except for correcting rejected transactions and processing adjustments.

HP will provide support for Customer's customer service staff during HP's standard business hours from 7:00 a.m. to 7:00 p.m. CST. Customer service will consist of responding to inquiries concerning such matters as payment verification, reconciliation, accounting, Remittance Data Files, and general Services operation delivery questions. HP shall make a commercially reasonable attempt to respond to all Customer inquiries by the end of the next Business Day after notification. In cases where inquiries cannot be resolved by the end of the next Business Day, HP shall keep a record of all actions that require more than twenty-four (24) hours to resolve and present these issues to the Customer representative.

3. SCRIPT PROMPTS, INTERNET SITE AND PARAMETERS

The script prompts, Internet site and parameters shall be described in the Customer set-up sheet provided to Customer at implementation. Customer shall approve all IVRS scripts in use and the Internet site to be used, hereunder, prior to implementation. Any customized changes to the standard script prompts, the Internet site and parameters listed in the set-up sheets require a three (3)-week lead-time. With respect to customized changes, HP will respond with the estimated time to make the change in seven (7) Business Days. Such charges will be in accordance with the fee schedule set forth in Attachment B, Section B-2.

4. REMITTANCE DATA FILE AND REPORT DELIVERY

A data file that includes both summary and detail of all Cardholders' initiated payment transactions reflecting payments processed during the current Business Day shall be created after each Business Day's Settlement cut-off time (a "Remittance Date File") and should be delivered electronically to Customer no later than 4:00 p.m. CST. Files will be in HP's standard flat file format unless mutually agreed to otherwise, which may result in an additional charge. HP shall retain each Remittance Data File for a minimum of thirty (30) days and retransmit the Remittance Data File in the event of an unsuccessful Transmission or upon request of Customer. HP shall retain a record of all Customer payment data for the greater of (a) a period of three (3) years or (b) as required by state law, statutes and/or federal regulations. At the end of each Business Day, HP will submit batch close transactions electronically to the appropriate Credit/Debit Card Acquirer and send all EFT transactions electronically to the appropriate banks. Customer is responsible for accessing and retrieving the Remittance Date File. The Remittance Date File will have the following reports:

i. Financial Control shows the processing, verifying, and monitoring of Credit/Debit Card and EFT transactions from Cardholder by HP. HP will provide Customer with accurate payment detail to allow for timely and accurate posting of the Cardholder accounts.

ii. Daily Payment Detail shows the detail and totals of all payments processed by HP and shall include Cardholder's Customer account number, payment amount, payment type, date and time of the payment, payment type used (specific Credit/Debit Card type or EFT), confirmation number, Convenience Fee amount.

iii. Daily Payment Summary shows the daily totals of all payments and Customer Settlement transactions processed by HP and submitted for Settlement, on behalf of Customer and shall include amount and volume by, payment type used (specific Credit/Debit Card type or EFT), and processed through each Business Day.

iv. Daily Detail – Adjustments shows the account detail and daily totals of all Customer initiated Returns, Returned EFT Items and Credit/Debit Card Issuer Chargebacks received and processed by HP and shall include Cardholder's Customer account information, payment amount, payment type (Credit/Debit Card type used or EFT), Return or Chargeback code, original payment date, and confirmation number.

5. ADJUSTMENT PROCESSING - RETRIEVALS, CHARGEBACKS, REFUNDS and RETURNED EFT ITEMS

HP will from time to time provide adjustment services for the handling of Credit/Debit Card Retrieval Requests, Chargebacks and Return EFT Items received from the Credit/Debit Card Acquirer or a bank. Upon receipt of a Retrieval Request, HP will provide information, reasonably required, to satisfy the Retrieval Request. In the event that the Retrieval Request is asking for missing name and/or address information, HP will attempt to obtain this information from Customer. It is Customer's option to comply with the request or not. If Customer elects to complete this information, Customer shall complete the name and address information and return it to HP within one (1) Business Day. The processed Chargeback transaction(s) provided by the Credit/Debit Card Acquirers will be detailed on the daily Financial Report and Remittance Data File provided to the Customer. HP can, at Customer's option, provide stop payment security parameters to block the use of a Credit/Debit Card, bank account, or Customer account number that has been involved in a previous Chargeback or Return situation.

6. ADDITIONAL HP RESPONSIBILITIES

HP will provide support, maintenance and updates for the IVRS equipment, IVRS Systems, IVRS software, IVRS database(s) and Internet site if provided by HP. HP will monitor call volumes and Internet site hits, IVRS and Internet system performance, and maintain adequate personnel and Systems resources to provide Services. HP shall maintain records of each payment using the Services and such records shall include: (i) information required to produce the reports specified in herein and (ii) material complaints concerning Services. HP will provide at least sixty (60) days advance written notice to Customer of any changes or enhancements to the HP System where such

Attachment A Services

changes alter the way of use or process for the Customer Cardholder and Customer. HP will provide written notice to Customer of any changes that may affect Customer's ability to use the Services.

7. ADDITIONAL CUSTOMER RESPONSIBILITIES

Customer shall, at its own cost and expense: (A) comply with (i) all state and federal laws and regulations which affect the Services provided hereunder, (ii) the Merchant Services Agreement(s) between Customer and any Card Company or Credit/Debit Card Acquirer and their applicable by-laws, regulations and operating rules, (iii) HP's operating policies and procedures for the Services and (iv) written materials, advice and technical information provided in connection with the Services provided hereunder; (B) distribute, inspect, and review all reports created from information transmitted or delivered by HP and reject all incorrect reports within two (2) Business Days after receipt thereof for daily reports and within three (3) Business Days after receipt thereof for other than daily reports; provided, however, that with respect to information related to Chargebacks and retrievals, Customer shall review and respond promptly to such information in accordance with the operating rules of the Card Companies, if applicable; however, notwithstanding the foregoing time limits, Customer shall promptly inform HP of any errors, deficiencies, or irregularities reflected in any such statements that Customer discovers. Failure to so reject any report collected from such information shall constitute acceptance thereof. Customer shall indemnify and hold harmless HP from and against any and all taxes, assessments, duties, permits, fees, or other charges of any nature or kind that Customer is responsible to pay, or is liable for, as well as, any additions to tax, penalties, interest, fees, or other expenses, if any, incurred by HP as the result of any such taxes, assessments, duties, permits, fees, or other charges not being paid at the time or in the manner required by applicable law, or any taxes, assessments, duties, permits, fees, or other charges of any nature or kind that are imposed upon or related to any payment by a Cardholder, and goods and services sold by Customer to Cardholders. Customer agrees to indemnify, defend and hold HP harmless from any and all third party claims, actions, damages, liabilities, costs, and expenses, including without limitation reasonable attorneys' fees and expenses ("Losses"), arising out of the Customer's activities in connection with its Merchant Services Agreement (including, without limitation, any Losses related to Chargebacks or reversals of transactions by Cardholders). The provisions of this paragraph shall survive the term or termination of the Agreement for any reason.

Attachment B
Payment

B-1. Cardholder Charges. For use of the Services under this Agreement, the Cardholder or the Customer, as designated below will be charged a Convenience Fee for electing to use the Services pay-by-phone and pay-by-Internet services or via EFT. The Convenience Fee will be assessed to the Cardholder's Credit/Debit Card account as a line item on their Credit/Debit Card statement separate from the bill payment amount. The EFT Convenience Fee is separate from the bill payment amount deducted from their bank account.

The Convenience Fee is subject to change effective for Cardholder transactions submitted on or after the effective date of the modification, upon at least thirty (30) days' prior written notice to Customer:

Each Credit/Debit Card Convenience Fee is 2.95% of the average payment amount, with a minimum convenience fee of \$2.50.

The EFT Convenience Fee is \$2.50 regardless of payment amount.

B-2. Customer Charges. The following table sets forth fees payable to HP by Customer with respect to the Services.

HP Fee Schedule

Service Description	Fee Schedule
Service Implementation Fee	\$ 750 – One time--Waived
Service Monthly Minimum Fee	\$75 / month-- Waived
IVRU Voice Recording Fee **	\$500 / per occurrence for English
IVRU Voice Recording Fee **	\$750 / per occurrence for Spanish
Technical and Business Development Man-Rates ***	\$153 / hour + actual travel and living expenses

HP charges hereunder will be increased annually on the anniversary date of the Effective Date of this Agreement by the percentage increase (since the Effective Date or previous anniversary date, applicable) in the Employment Cost Index (not seasonally adjusted) for Total Compensation, Private Industry Workers, Management, Professional and Related, excluding incentive paid occupations, December 2005 = 100 (the "ECI"). The ECI is published by the Bureau of Labor Statistics for the U.S Department of Labor.

** The Service Implementation Fee includes the initial IVRS Voice Recording. Once Customer signs off on the IVRS script, any future custom script modifications may be billed according to the HP Fee Schedule. Changes to the IVRS script to reflect modifications by HP to the Convenience Fee will be implemented without charge to Customer hereunder.

*** The Service Implementation Fee includes the technical support needed to establish standard Services. Should Customer require customization of the IVRS script, reports or Remittance Data File formats during or after implementation, then the corresponding Technical and Business Development Man-Rates will apply.

B-3. Taxes

There will be added to any charges under this Agreement, or separately billed, and Customer will either pay to HP, or reimburse HP for the payment of, amounts equal to any taxes, assessments, duties, permits, fees and other charges of any kind, however designated, assessed, charged or levied, based on, with respect to or measured by (a) such charges, (b) this Agreement or (c) the Services, software, equipment, materials or other property (tangible or intangible), or the use thereof or the resources used therefor, that are provided under this Agreement. Charges payable under this Section B-3 include state and local sales taxes, use taxes, property taxes, privilege taxes, excise taxes (including federal excise taxes), value added taxes and any taxes or amounts in lieu thereof paid or payable by HP in respect of the foregoing, exclusive however, of taxes based on the net income of HP.



TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2011-02

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT
RESTRICTING THE ACCEPTANCE OF CASH AT DISTRICT OFFICES FOR
ROUTINE BUSINESS TRANSACTIONS

WHEREAS, the Town of Discovery Bay Community Services District ("District") provides the domestic water supply to the residents and businesses of the Town of Discovery Bay Community Services District; and

WHEREAS, the District regularly bills water users who are metered for their consumption on a monthly basis for residential accounts and quarterly for commercial accounts; and

WHEREAS, water customers currently pay their water bills by cash or check but do not have an option to pay by credit/debit card or utilize online bill pay through the District's website.

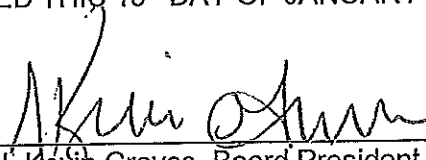
NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That cash no longer be accepted at the District offices for metered water bills, park reservations, and public records requests or any other type of business transaction effective May 1, 2011.

SECTION 2. That credit/debit card and online bill pay options will be implemented at least a minimum of ninety (90) days prior to the terms of Section 1, above.


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

PASSED, APPROVED AND ADOPTED THIS 19th DAY OF JANUARY 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 January 19, 2011, by the following vote of the Board:

AYES: 5
NOES: 0
ABSENT: 0
ABSTAIN: 0


Richard J. Howard, Board Secretary

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



Town of Discovery Bay CSD

AGENDA REPORT

Meeting Date

March 16, 2011

Prepared By: Dan Schroeder, Legal Counsel
Submitted By: Rick Howard, General Manager ✓

Agenda Title

Continued discussion regarding Board Meeting Rules of Order

Recommended Action

Consider Amending Article VIII of the Town of Discovery Bay CSD's By-Laws to replace Robert's Rules of Order with Rosenberg's Rules of Order.

Executive Summary

On March 2, 2011, Legal Counsel Schroeder led a discussion regarding the Board's Rules of Order. At that time, he presented an alternative Rules of Order to the long standing Robert's Rules of Order that have been utilized by the CSD Board since the Districts inception. Also at that meeting, Mr. Schroeder suggested that the Board review Rosenberg's Rules of Order for continued discussion tonight.

A copy of the March 2, 2011 report and back up documentation is attached to this report.

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

March 2, 2011

Attachments

March 2, 2011 Agenda report with attachments

AGENDA ITEM: J-1



Town of Discovery Bay CSD

AGENDA REPORT

Meeting Date

March 2, 2011

Prepared By: Dan Schroeder, Legal Counsel
Submitted By: Rick Howard, General Manager

Agenda Title

Discussion regarding Board Meeting Rules of Order and Amend Board's Rules of Procedure to consider adopting Rosenberg's Rules of Order

Recommended Action

Consider Amending Article VIII of the Town of Discovery Bay CSD's By-Laws and the corresponding Board Policy to replace Robert's Rules of Order with Rosenberg's Rules of Order.

Executive Summary

Article VIII of the of the Town of Discovery Bay CSD's By-Laws ("By-Laws") currently uses Robert's Rules of Order as the procedures for running the Town's meetings. Robert's Rules of Order were developed for a Parliamentary Style form of Government. However, many of the procedures in Robert's Rules of Order are inconsistent and conflict with the California Brown Act and established rights and principles of local government in California. In addition, Robert's Rules of Order are extremely complex, and intimidating to many elected officials. The current edition of Robert's Rules of Order is contained in a paperback book that exceeds 600 pages.

Rosenberg's Rules of Order are a simplified set of procedural rules tailored for local governments by the League of California Cities that are user friendly and easy to understand. They are consistent with the Brown Act and address the typical procedural situations that the Town and other local governments encounter. The current edition of Rosenberg's Rules of Order is contained in a 5 page pamphlet, a copy of which is attached hereto.

Article VIII of the By-Laws currently reads as follows:

Robert'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.

It is recommended that Article VIII of the By-Laws be amended to read as follows: 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.

The District Counsel will Amend the By-Laws incorporating the changes and return to the next meeting with the changes for consideration.

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

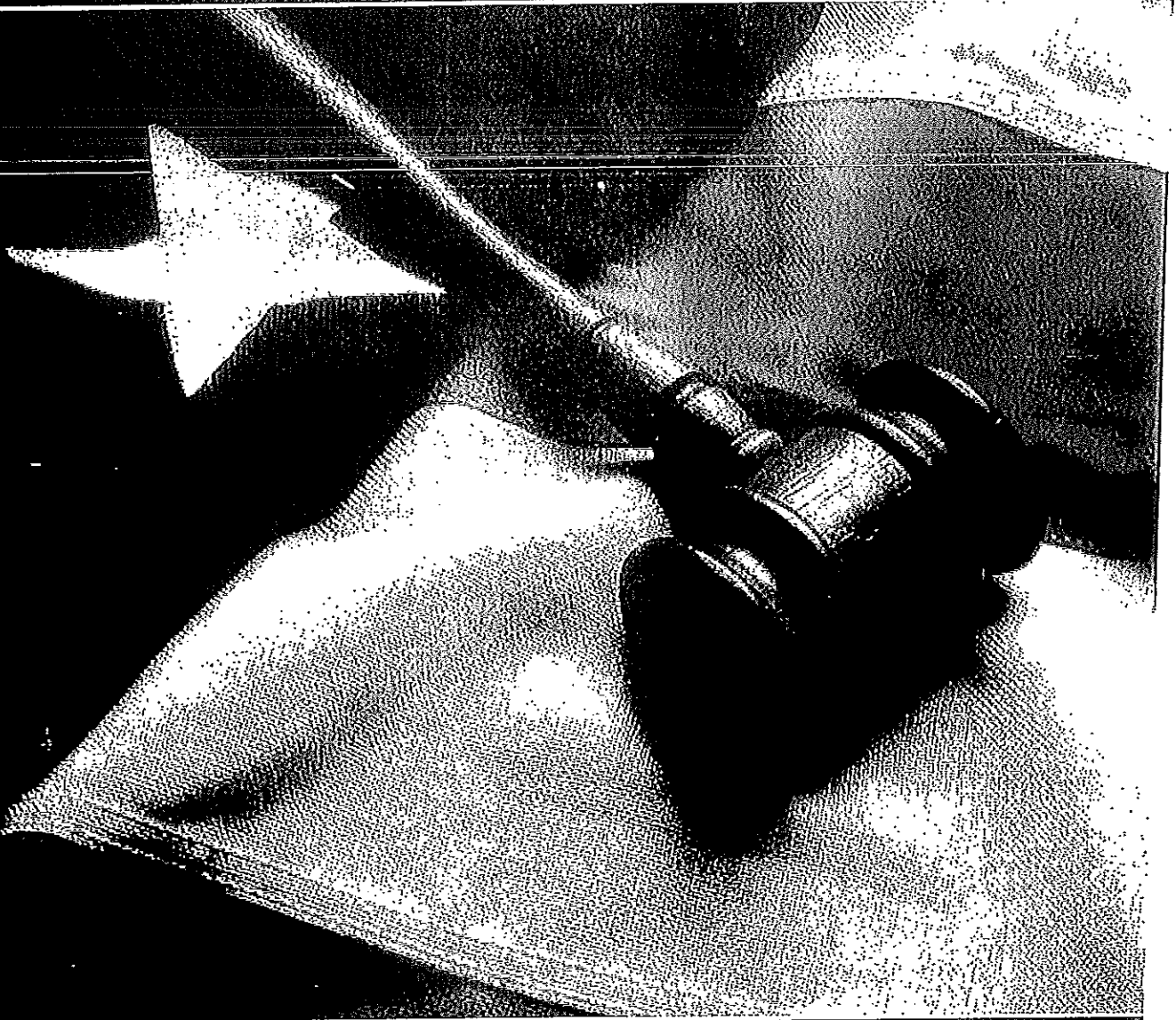
N/A

Attachments

1. Rosenberg's Rules of Order
2. Existing Board Policy
3. Existing By-Laws

AGENDA ITEM: J-1

Rosenberg's Rules of Order:
Simple Parliamentary
Procedures for the 21st Century



MISSION:

To restore and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

VISION:

To be recognized and respected as the leading advocate for the common interests of California cities.



About the League of California Cities

Established in 1898, the League of California Cities is a member organization that represents California's incorporated cities. The League strives to protect the local authority and autonomy of city government and help California's cities effectively serve their residents. In addition to advocating on cities' behalf at the state capitol, the League provides its members with professional development programs and information resources, conducts educational conferences and research, and publishes *Western City* magazine.

About *Western City* Magazine

Western City is the League of California Cities' monthly magazine. *Western City* provides lively, interdisciplinary analyses of issues affecting local governance. Its goal is to offer immediately practical ideas, information and bigger-picture policy issues and trends. For more information, visit www.westerncity.com.

"Rosenberg's Rules of Order" first appeared in *Western City* magazine in August and September 2003.

About the Author

Daye Rosenberg is an elected county supervisor representing the 4th District in Yolo County. He also serves as director of community and intergovernmental relations, director of operations, and senior advisor to the governor of California. He has served as a member and chair of numerous state and local boards, both appointed and elected, and also served on the Davis City Council for 12 years, including two terms as mayor. He has taught classes on parliamentary procedure and has served as parliamentarian for large and small governing bodies. In the fall of 2003, Gov. Davis appointed Rosenberg as a judge of the Yolo County Superior Court.

Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21st Century

by Dave Rosenberg

The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that hasn't always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules, *Robert's Rules of Order*, which are embodied in a small but complex book. Virtually no one I know has actually read this book cover to cover.

Worse yet, the book was written for another time and purpose. If you are running the British Parliament, *Robert's Rules of Order* is a dandy and quite useful handbook. On the other hand, if you're running a meeting of a five-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order. Hence, the birth of "Rosenberg's Rules of Order."

This publication covers the rules of parliamentary procedure based on my 20 years of experience chairing meetings in state and local government. These rules have been simplified and slimmed down for 21st century meetings, yet they retain the basic tenets of order to which we are accustomed.

"Rosenberg's Rules of Order" are supported by the following four principles:

1. **Rules should establish order.** The first purpose of the rules of parliamentary procedure is to establish a

framework for the orderly conduct of meetings.

2. **Rules should be clear.** Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate and those who do not fully understand and do not fully participate.
3. **Rules should be user-friendly.** That is, the rules must be simple enough that citizens feel they have been able to participate in the process.
4. **Rules should enforce the will of the majority while protecting the rights of the minority.** The ultimate purpose of the rules of procedure is to encourage discussion and to facilitate decision-making by the body. In a democracy, the majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself (but not dominate) and fully participate in the process.

The Chairperson Should Take a Back Seat During Discussions

While all members of the governing body should know and understand the rules of parliamentary procedure, it is the chairperson (chair) who is charged with applying the rules of conduct. The chair should be well versed in those

rules, because the chair, for all intents and purposes, makes the final ruling on the rules. In fact, all decisions by the chair are final unless overruled by the governing body itself.

Because the chair conducts the meeting, it is common courtesy for the chair to take a less active role than other members of the body in debates and discussions. This does *not* mean that the chair should not participate in the debate or discussion. On the contrary, as a member of the body, the chair has full rights to participate in debates, discussions and decision-making. The chair should, however, strive to be the last to speak at the discussion and debate stage, and should not make or second a motion unless he or she is convinced that no other member of the body will do so.

The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, published agenda; informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon road map for the meeting. And each agenda item can be handled by the chair in the following basic format.

First, the chair should clearly announce the agenda item number and should clearly state what the subject is. The chair should then announce the format that will be followed.

Second, following that agenda format, the chair should invite the appropriate people to report on the item, including any recommendation they might have. The appropriate person may be the chair, a member of the governing body,

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire to move on.

a staff person, or a committee chair charged with providing information about the agenda item.

Third, the chair should ask members of the body if they have any technical questions for clarification. At this point, members of the governing body may ask clarifying questions to the people who reported on the item, and they should be given time to respond.

Fourth, the chair should invite public comments or, if appropriate at a formal meeting, open the meeting to public input. If numerous members of the public indicate a desire to speak to the subject, the chair may limit the time of each public speaker. At the conclusion of the public comments, the chair should announce that public input has concluded (or that the public hearing, as the case may be, is closed).

Fifth, the chair should invite a motion from the governing body members. The chair should announce the name of the member who makes the motion.

Sixth, the chair should determine if any member of the body wishes to second the motion. The chair should announce the name of the member who seconds the motion. It is normally good practice for a motion to require a second before proceeding with it, to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the chair can proceed with consideration and a vote on the motion even when there is no second. This is a matter left to the discretion of the chair.

Seventh, if the motion is made and seconded, the chair should make sure everyone understands the motion. This is done in one of three ways:

1. The chair can ask the maker of the motion to repeat it;
2. The chair can repeat the motion; or
3. The chair can ask the secretary or the clerk of the body to repeat the motion.

Eighth, the chair should now invite discussion of the motion by the members of the governing body. If there is no desired discussion or the discussion has ended, the chair should announce that the body will vote on the motion. If there has been no discussion or a very brief discussion, the vote should proceed immediately, and there is no need to repeat the motion. If there has been substantial discussion, it is normally best to make sure everyone understands the motion by repeating it.

Debate on policy is healthy; debate on personalities is not. The chair has the right to cut off discussion that is too personal, too loud or too crude.

Ninth, the chair takes a vote. Simply asking for the "ayes" and then the "nays" is normally sufficient. If members of the body do not vote, then they "abstain." Unless the rules of the body provide otherwise or unless a super-majority is required (as delineated later in these rules), a simple majority determines whether the motion passes or is defeated.

Tenth, the chair should announce the result of the vote and should announce what action (if any) the body has taken. In announcing the result, the chair should indicate the names of the members, if any, who voted in the minority on the motion. This announcement might take the following form: "The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring 10 days' notice for all future meetings of this governing body."

Motions In General

Motions are the vehicles for decision-making. It is usually best to have a motion before the governing body prior to discussing an agenda item, to help everyone focus on the motion before them.

Motions are made in a simple two-step process. First, the chair recognizes the member. Second, the member makes a motion by preceding the member's desired approach with the words: "I move ..." A typical motion might be: "I move that we give 10 days' notice in the future for all our meetings."

The chair usually initiates the motion by:

1. Inviting the members to make a motion: "A motion at this time would be in order."

2. Suggesting a motion to the members: "A motion would be in order that we give 10-days' notice in the future for all our meetings."
3. Making the motion.

As noted, the chair has every right as a member of the body to make a motion, but normally should do so only if he or she wishes a motion to be made but no other member seems willing to do so.

The Three Basic Motions

Three motions are the most common:

1. **The basic motion.** The basic motion is the one that puts forward a decision for consideration. A basic motion might be: "I move that we create a five-member committee to plan and put on our annual fundraiser."
2. **The motion to amend.** If a member wants to change a basic motion that is under discussion, he or she would move to amend it. A motion to amend might be: "I move that we amend the motion to have a 10-member committee." A motion to amend takes the basic motion that is before the body and seeks to change it in some way.

3. **The substitute motion.** If a member wants to completely do away with the basic motion under discussion and put a new motion before the governing body, he or she would "move a substitute motion." A substitute motion might be: "I move a substitute motion that we cancel the annual fundraiser this year."

Motions to amend and substitute motions are often confused. But they are quite different, and so is their effect, if passed.

A motion to amend seeks to retain the basic motion on the floor, but to modify it in some way.

A substitute motion seeks to throw out the basic motion on the floor and substitute a new and different motion for it.

The decision as to whether a motion is really a motion to amend or a substitute motion is left to the chair. So that if a member makes what that member calls a motion to amend, but the chair determines it is really a substitute motion, the chair's designation governs.

When Multiple Motions Are Before The Governing Body

Up to three motions may be on the floor simultaneously. The chair may reject a fourth motion until the three that are on the floor have been resolved.

When two or three motions are on the floor (after motions and seconds) at the same time, the *first* vote should be on the *last* motion made. So, for example, assume the first motion is a basic "motion to have a five-member committee plan and put on our annual fundraiser." During the discussion of this motion, a member might make a second motion to "amend the main motion to have a 10-member committee, not a five-member committee, to plan and put on our annual fundraiser." And perhaps, during that discussion, a member makes yet a third motion as a "substitute motion that we not have an annual fundraiser this year." The proper procedure would be as follows.

First, the chair would deal with the *third* (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion *passes*, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be complete. No vote would be taken on the first or second motions. On the other hand, if the substitute motion (the third motion) *failed*, the chair would proceed to consideration of the second (now the last) motion on the floor, the motion to amend.

If the substitute motion failed, the chair would then deal with the second (now the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee be five or 10 members). If the motion to amend *passed*, the chair would now move to consider the main motion (the first motion) as *amended*. If the motion to amend failed, the chair would now move to consider the main motion (the first motion) in its original format, not amended.

The challenge for anyone chairing a public meeting is to accommodate public input in a timely and time-sensitive way, while maintaining steady progress through the agenda items.

Third, the chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (five-member committee) or, if amended, would be in its amended format (10-member committee). And the question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

To Debate or Not to Debate

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are *not* debatable (that is, when the following motions are made and seconded, the chair must immediately call for a vote of the body without debate on the motion):

A motion to adjourn. This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. This motion requires a simple majority vote.

A motion to recess. This motion, if passed, requires the body to immediately take a recess. Normally, the chair determines the length of the recess, which may range from a few minutes to an hour. It requires a simple majority vote.

A motion to fix the time to adjourn. This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we adjourn this meeting at midnight." It requires a simple majority vote.

A motion to table. This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to

be placed on "hold." The motion may contain a specific time in which the item can come back to the body: "I move we table this item until our regular meeting in October." Or the motion may contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

A motion to limit debate. The most common form of this motion is to say: "I move the previous question" or "I move the question" or "I call for the question." When a member of the body makes such a motion, the member is really saying: "I've had enough debate. Let's get on with the vote." When such a motion is made, the chair should ask for a second to the motion, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a two-thirds vote of the body. Note that a motion to limit debate could include a time limit. For example: "I move we limit debate on this agenda item to 15 minutes." Even in this format, the

the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

All motions require a simple majority, but there are a few exceptions. The exceptions occur when the body is taking an action that effectively cuts off the ability of a minority of the body to take an action or discuss an item. These extraordinary motions require a two-thirds majority (a super-majority) to pass:

Motion to limit debate. Whether a member says, "I move the previous question," "I move the question," "I call for the question" or "I move to limit debate," it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a two-thirds vote to pass.

Motion to close nominations. When choosing officers of the body, such as the chair, nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers, and it requires a two-thirds vote to pass.

pend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

The Motion to Reconsider

There is a special and unique motion that requires a bit of explanation all by itself: the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to reconsider is made.

A motion to reconsider requires a majority vote to pass, but there are two special rules that apply only to the motion to reconsider.

First is the matter of timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next meeting of the body. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and, by a two-thirds majority, allow a motion to reconsider to be made at another time.)

Second, a motion to reconsider may be made only by certain members of the body. Accordingly, a motion to reconsider may be made only by a member who voted *in the majority* on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the body may second the motion). If a member who voted *in the minority* seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back to the body again and again, which would defeat the purpose of finality.

If you are running the British Parliament, Robert's Rules of Order is a dandy and quite useful handbook.

motion to limit debate requires a two-thirds vote of the body. A similar motion is a *motion to object to consideration of an item*. This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a two-thirds vote.

Majority and Super-Majority Votes

In a democracy, decisions are made with a simple majority vote. A tie vote means the motion fails. So in a seven-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means

Motion to object to the consideration of a question. Normally, such a motion is unnecessary, because the objectionable item can be tabled or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable, and it requires a two-thirds vote to pass.

Motion to suspend the rules. This motion is debatable, but requires a two-thirds vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to sus-

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time.

Courtesy and Decorum

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. And at the same time, it is up to the chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every

It is usually best to have a motion before the governing body prior to discussing an agenda item, to help everyone focus.

lege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear.

Order. The proper interruption would be: "Point of order." Again, the chair would ask the interrupter to "state your point." Appropriate points of order

Withdraw a motion. During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

Special Notes About Public Input

The rules outlined here help make meetings very public-friendly. But in addition, and particularly for the chair, it is wise to remember three special rules that apply to each agenda item:

Rule One: Tell the public what the body will be doing.

Rule Two: Keep the public informed while the body is doing it.

Rule Three: When the body has acted, tell the public what the body did.

Public input is essential to a healthy democracy, and community participation in public meetings is an important element of that input. The challenge for anyone chairing a public meeting is to accommodate public input in a timely and time-sensitive way, while maintaining steady progress through the agenda items. The rules presented here for conducting a meeting are offered as tools for effective leadership and as a means of developing sound public policy. □

Motions to amend and substitute motions are often confused. But they are quite different, and so is their effect, if passed.

speaker to be first recognized by the chair before proceeding to speak.

The chair should always ensure that debate and discussion of an agenda item focus on the item and the policy in question, not on the personalities of the members of the body. Debate on policy is healthy; debate on personalities is not. The chair has the right to cut off discussion that is too personal, too loud or too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the chair may, however, limit the time allotted to speakers, including members of the body. Can a member of the body interrupt the speaker? The general rule is no. There are, however, exceptions. A speaker may be interrupted for the following reasons:

Privilege. The proper interruption would be: "Point of privilege." The chair would then ask the interrupter to "state your point." Appropriate points of privi-

lege relate to anything that would not be considered appropriate conduct of the meeting; for example, if the chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

Appeal. If the chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded and after debate, if it passes by a simple majority vote, then the ruling of the chair is deemed reversed.

Call for orders of the day. This is simply another way of saying, "Let's return to the agenda." If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the chair discovers that the agenda has not been followed, the chair simply reminds the body to return to the agenda item properly before them. If the chair fails to do so, the chair's determination may be appealed.

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LEAGUE
OF CALIFORNIA
CITIES

1400 K Street
Sacramento, CA 95814
(916) 658-8200
Fax (916) 658-8240
www.cacities.org



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Town of Discovery Bay

BOARD POLICY

Purpose

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

Yearly the Board of Directors elects a President, Vice-President and Treasurer. 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. In the event of his or her absence, the Vice-President performs said duties. The Treasurer will act as provided in Government Code 61737.04 et. Seq.. The Treasurer may have designated alternates who may act in his/her absence.

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.

While discharging their responsibilities through official actions of the Board as a whole, Board members may be considered to be officers with District jurisdiction over the execution of the Board's policies.

Board meetings will be noticed according to the Ralph M. Brown Act of 1993, as amended.

The parliamentary procedure for conducting all meeting will be The New Robert's Rules of Order Revised.

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

The Board has standing committees and appoints ad hoc committees as the need arises. The District's General Manager may serve as a member of these committees

Director In the discharge of their duties, Board members act as a Board and not as individuals. *An individual*
He/she has no legal or moral right to speak for the Board, unless specifically authorized to do so by action of the Board.

III. RESPONSIBILITIES

A. Responsibilities of the Board Members.

1. To select a General Manager as the Board's chief administrative officer and professional advisor and properly delegate to him 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 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 and Administrative Regulations 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 and administrative regulation of the District.
4. By motion, resolution, or ordinance conduct the business of the Board, 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 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 to ten 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. Agenda formats, and the rules governing the running of the meetings will be up to the President and be governed by current open meeting laws.
12. Single Board members will not represent the whole of the Board in other open or closed meetings without prior sanction by a majority direction of the Board.
13. Board members are elected by their constituents and as such must conduct themselves in an ethical manner.

B. GENERAL CONDUCT OF BOARD OF DIRECTORS AND OFFICERS

1. No member of the Board or Officer 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. (Any writing not previously approved by the Board shall be on personal stationery and shall omit title and Board affiliation.)
 - d. Place on the agenda any item for Board action without providing to every Board member documentation he or she deems necessary for a decision at least twenty-four (24) hours prior to the meeting.

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 Executive Session agenda items.
- g. Call 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 Board Policies and Administrative Regulations Manual, any pertinent publications issued by the California Special Districts Association, the California Parks and Recreation Society and the California Fire Chiefs Association or other agencies, as needed.

- c. The District Secretary shall supply material pertinent at the first official meeting of the Board following election or appointment, and shall explain its function and utilization.
- d. As soon as practical after the new Board member assumes office, an orientation meeting with the General Manager will be held prior to the first Board meeting to acquaint the new member with details of District operations.
- e. The incoming member shall meet with the General Manager and members of his staff to discuss services they perform for the Board and the District.

D. General Responsibilities of the Board President.

- 1. Preside at all meetings of the Board whenever present.
- 2. Maintain order and decorum
- 3. Appoint standing and ad hoc committee members and District representatives to external agencies, all subject to confirmation by the Board.
- 4. Keep the Board informed of all communications affecting the District.
- 5. Communicate actions of the Board to affected persons and private or public entities.
- 6. Receive and reply to questions directed to the Board or refer to the appropriate office or member.
- 7. Act as a spokesman for the Board when queries are received from the media, the public or other agencies.
- 8. Perform the duties of a Board Member.

E. Responsibilities of the Vice-President.

- 1. Perform the duties of the President in his/her absence.
- 2. Be familiar with Board ordinances, resolutions, laws and regulations as they apply to the Office of President.
- 3. Be prepared to assume the duties of President on brief notice. This includes keeping informed of current status by frequent consultations and discussions, being aware of the tasks and projects underway, and their current status.
- 4. Perform the duties of a Board member.

F. Responsibilities of the Treasurer.

- 1. Serve as Chairperson of the Finance/Budget Committee.
- 2. Fulfill the responsibilities as defined in the California Government Codes.

3. Participate with the District General Manager and staff in preparation of:
 - a. Annual budget
 - b. Financial reports
 - c. Allocation and placement of the financial resources
4. Prepare financial plans and recommendations for submittal to the Board for review and approval.
5. Participate in a review of the annual audit. Take action to implement the suggestions and recommendations offered by the auditor
6. Invest appropriate funds in accordance with the Board's Investment Policy.
7. Perform a periodic review of District's insurance coverage.
8. Perform the duties of a Board member.

G. 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.

H. 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.

I. The Board authorizes the General Manager to:

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. Lead the District management team in the preparation of the budget, control of expenditures, inventory control, program planning, changing priorities and public relations.
7. Participate in community activities.
8. Continue a program of professional development to assure and enhance staff's professional growth.

Assembly Bill No. 1905

CHAPTER 66

An act to amend Sections 61737.04 and 61737.06 of the Government Code, to add Section 5784.40 to, and to repeal Section 5782.5.1 of, the Public Resources Code, relating to districts.

[Approved by Governor July 3, 2000. Filed with
Secretary of State July 3, 2000.]

LEGISLATIVE COUNSEL'S DIGEST

AB 1905, Rod Pacheco. District accounts: authorization.

Existing law authorizes local park and recreation districts to operate and maintain local parks and recreation areas in the state. Tax revenues of the district are required to be placed in the treasury of the city or county in which the district is located, and the treasurer of that city or county acts as the treasurer of the district.

This bill would authorize a recreation and park district to establish an alternative depository pursuant to specified provisions applicable to community services districts, with the approval of the city or county in which the district is located.

This bill would revise the alternative depository provisions applicable to community services districts to permit the finance director of the district board to be the general manager. The bill would permit warrants to be drawn by the president and the general manager of the district board.

The people of the State of California do enact as follows:

SECTION 1. Section 61737.04 of the Government Code is amended to read:

61737.04. The board shall appoint a person who shall be known as the finance officer, who shall serve at its pleasure. It shall fix the amount of his or her compensation. It shall fix the amount of and approve his or her bond. The finance director may be a member of the board, the general manager, or his or her office may be consolidated with that of the secretary.

SEC. 2. Section 61737.06 of the Government Code is amended to read:

61737.06. Warrants shall be drawn by the finance officer and signed by the president and secretary, or one of them and one member of the board, or by the president and the general manager.

SEC. 3. Section 5782.5.1 of the Public Resources Code is repealed.

SEC. 4. Section 5784.40 is added to the Public Resources Code, to read:

**REVISED
BYLAWS
OF THE
TOWN OF DISCOVERY BAY**

REVISED BYLAWS
OF THE
TOWN OF DISCOVERY BAY

ARTICLE I

NAME

This unit of local government shall be known as the Town of Discovery Bay, 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 provide for those exercise of those powers set forth in Government Code § 61600 approved by the electors of the Town;
- B. To continue the advisory responsibilities of the Discovery Bay Municipal Advisory Council;
- C. To serve the residents of the Town of Discovery Bay, in the manner provided by law.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Number.

The governing body of the District shall consist of five (5) elected Directors, each of whom shall serve for a term of four (4) years. Such terms of office to be established on a staggered basis. Initially two (2) Directors will serve a two year term and three (3) members will serve a four year term. Thereafter, all terms shall be four 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 by him/her, and One Hundred Dollars (\$100.00) for each day's service performing duties for the District other than attending meetings, subject to the following limitation: Total compensation shall not exceed Six Hundred Dollars (\$600) per month. Traveling and such other necessary expenses actually incurred by him/her in performing District Duties shall be reimbursed, and such reimbursement shall be in addition to the compensation specified herein.

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 Treasurer.

Section 2. Terms 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.

Section 3. Duties of Elected Officers.

A. President.

1. Shall preside at all meetings of the board and such other meetings approved by the Board.
2. Shall serve as official spokesperson for the Board.
3. Shall appoint such committees and other working groups as prescribed by the Board.
4. Shall designate Directors or others to represent the Board at various meetings, hearings, and conferences.
5. Shall co-sign all checks for warrants drawn by the Treasurer and 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. Vice-President.

1. Shall serve in the absence of the President.

C. Treasurer.

1. Shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of all financial transactions of the District, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, and capital surplus, and assure that Town funds are properly secured. The books of the account shall at all reasonable times be open to inspection by any Director.
2. Shall prepare, or cause to be prepared, and supervise the preparation of an annual budget, together with reliable estimates of income and a publicly announced semi-annual report of expenditures.

3. Shall deposit all moneys and other valuables in the name of and to the credit of the District with such depositories and in such accounts as may be designated by the Board.
4. Shall provide all records and documents necessary for, and shall supervise, an annual, independent audit of expenditures.
5. Shall disburse the funds of the District as may be ordered by the Board and co-sign all warrants authorized by the Board; shall ensure that all bills, invoices and vouchers are paid in a timely manner; render to the Board, whenever they request it, an account of all his/her transactions as Treasurer and of the financial condition of the District; and shall have such other powers and perform such other duties as may be prescribed by the Board or the Bylaws.
6. In the absence of the Treasurer, another Director shall be designated by the Board as a temporary Treasurer, and he or she shall perform the duties of Treasurer in the Treasurer's absence, except as provided in Article VII, Section 1.

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

Section 2. General Manager Duties.

The general manager is employed by the board to run the day-to-day business of the Town of Discovery Bay.

Duties of the general manager (GM) include, but are not limited to:

- A. Prepare a detailed job description of the general manager.
- B. Prepare detailed job descriptions for all employees of the District. These must be updated and reviewed by the Board as any new functions are added.
- C. In preparation for Board review, do an annual evaluation of employees.

- D. Spend the major portion of his/her time on the items in the detailed job description of the GM.
- E. Dispatch the contractor hired for operations on all water and wastewater problems in Town of Discovery Bay that require fieldwork. The GM will respond only if the situation is too complicated for the contractor hired for operations to handle.
- F. Prepare and maintain a current timeline for all major projects, such as, but not limited to, potable water treatment, wastewater plants, land acquisitions, modular meeting building, pipe replacements, repairs or additions in the parks, Sandy Cove Shopping Center, Lake View Business Park, community center, water reclamation and conservation.
- G. Establish regular office hours and ensure that there is at least one person in the office during those hours.
- H. Such other duties as may from time to time be assigned by the Board.

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 Drive, 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.
- C. All meetings shall be conducted in accordance with the Ralph M. 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 § 61225, the affirmative votes of three 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.

Section 4. Notice of Regular and Special Meetings.

- A. Notices of regular meetings shall be sent in writing to each Director at his/her home address at least four calendar (4) days prior to such meetings. 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. 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 Treasurer, or by the Treasurer, and one other Director, or, in the absence of the Treasurer, any two 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 quality report to the residents of the District.

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ARTICLE VIII

PARLIAMENTARY AUTHORITY

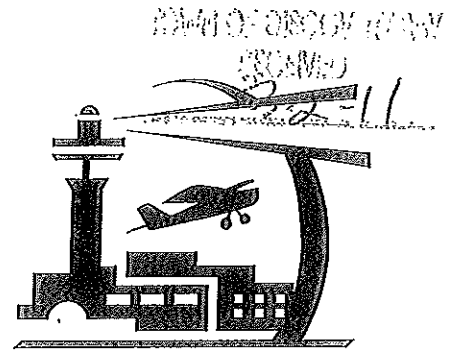
Robert's Rules of Order, current edition or such other authority as may be subsequently adopted by resolution of the Board is to apply to all questions of procedure and parliamentary law not specified in these Bylaws or otherwise by law.

ARTICLE IX

AMENDMENTS

The Bylaws may be repealed or amended, or new Bylaws may be proposed, by the affirmative vote of the majority of the Board at any regular meeting of the Board, provided notice of such proposal shall have been mailed to each Director at least four (4) days prior to the meeting at which the matter is to be acted upon.

FINAL



**CONTRA COSTA COUNTY
AVIATION ADVISORY COMMITTEE
MINUTES OF MEETING
January 11, 2011**

MEETING CALLED: The meeting was called to order by Chair Tom Weber at 12:05 p.m. at the Director of Airports Office.

PRESENT: Mike Bruno, CCC Airports Business Association
Janet Kaiser, Diablo Valley College
Geoffrey Logan, Vice Chairperson, District III
Derek Mims, City of Pleasant Hill
David Pfeiffer, District V
Rudi Raab, District I
Rich Spatz, Secretary, At Large 2
Tom Weber, Chair, District IV

ABSENT: David Dolter, At Large 1
Keith McMahon, City of Concord
Russell Roe, District II

STAFF: Keith Freitas, Director of Airports
Beth Lee, Assistant Airports Director
KC Coyle, Airport Operations Manager

**OPENING COMMENTS
BY CHAIR:** Tom Weber reported all 11 Aviation Advisory Committee (AAC) positions are filled.

Rudi Raab was introduced as the new District I representative. Rudi gave some background information on himself including that he is a glider and private pilot.

**PUBLIC COMMENT
PERIOD:** None

**APPROVAL OF
MINUTES:** November minutes were approved with a change to add "over the last three years" to page 4 section "F" paragraph 4. **Moved by Derek Mims; seconded by Geoff Logan. Approved Unanimously.**

**APPROVAL OF
CONSENT ITEMS:**

Consent items were approved. Moved by Geoff Logan; seconded by Rich Spatz. Approved Unanimously.

PRESENTATION/SPECIAL REPORTS:

a. Security Project Update/New Airfield Access Control System Authorization Process

Keith gave a PowerPoint presentation on current status of the Security Project. Comments and Dialogue were as follows:

- o Looking at a proximity card system at present (recommended by consultant).
- o Primarily FAA funded at this time (local match).
- o Access Control – issues for consideration developed from surveying other airports in area.
- o Duane Allen asked for the presentation to be put on the Airport's website
- o Harvard Holmes' stated that from his experience at Oakland, security is pretty tight. Issue: Buchanan Airport Hangar Owner's Association would not want to sponsor all parties individually.
- o Exit gates – car program system to allow people to leave even if they don't use card to get in.
- o Cards can be keyed in at different levels of clearance.
- o Harvard Holmes stated that it would seem unreasonable to have affiliates only have pedestrian access. Could consider allowing cars in so they can park in hangar without issue or issue certificates for external parking.
- o Tom Weber encouraged attendees to share issues with others and get additional ideas/input in writing and give to staff in advance of next week.
- o Mike Bruno asked if it would be a loop system; response was yes. Fixed Based Operators (FBOs) would be issued an assigned number of keys.
- o General aviation airports have more flexibility in control requirements than commercial airports.
- o Duane Allen would like to keep piggy backing an option for guest access.
- o Primary concept is a balance of protecting assets/property with promotion of general aviation use. This is in addition to airfield security.
- o Dave Pfeiffer commented the County/Airport is at risk if vehicle insurance copies are not provided in the event of an accident.

DISCUSSION/ACTION ITEMS:

a. Items Pulled from Consent

None

b. Foreign Trade Zone

Staff gave update and read City of Brentwood's statement.

Dave Pfeiffer commented that Antioch and Pittsburg have been trying to get a Foreign Trade Zone designation for years but they cannot make it pencil out.

Rudi Raab asked to see a map of the Byron Airport showing the areas for consideration in order to make sure general aviation is preserved. A Byron Airport development will be included in the next AAC packet.

Tom Weber stated it was a good idea but questions the timing given the Airport's current financial position and that no one is asking for the designation. Also, asked if the Mariposa mitigation fund could potentially be used to further improvements.

Since Buchanan Field subsidizes Byron Airport: anything that we do to bring this about would need to be funded by Byron Airport (economic fund, operations, or whatever).

Derek Mims stated that potentially it is a good idea and funding is an issue.

Airport staff would next be taking the issue to Airport Committee.

Tom Weber made a motion that the concept of a Foreign Trade Zone is worth pursuing but the costs to the Airport Enterprise Fund are not feasible at this time; Airport staff should continue to monitor this issue but not incur any costs until these efforts could be funded by the Byron Airport budget or some other available mechanism. Seconded by: Derek Mims. Approved Unanimously.

c. Enhanced Marking and Airport Emergency Plan Update

Staff met the deadline at a cost of approximately \$100,000. Airport has until July 1, 2011 to prepare the Airport Emergency Plan, and have partnered up with County's Office of Emergency Services to complete the plan. There is some additional work (paint removal) that still needs to be completed.

d. Business Environment

Airport staff stated that they have been partnering with tenants as best as they can but they cannot give away the house and need to be fair and consistent to keep the Airport's budget viable.

Mike Bruno stated it affects the Airport in a number of ways when things happen/dissolve. It directly affects the businesses; has domino effect of events. Need to watch/monitor as it's happening at a fast rate; scary out there.

Geoff Logan stated that insurance clients reflect the economy as there is no hiring going on and corporations cannot sell aircraft.

e. Minimum Standards

Geoff Logan asked to have the existing minimum standards and standards for development included in the next packet.

This item will be brought back to the next meeting.

Airport staff asked to have an AAC representative as part of a review committee.

Mike Bruno volunteered and was selected to represent the AAC.

f. At Large Position Recommendation

Tom Weber reiterated the process and reminded the AAC that four (4) AAC terms end on February 28, 2011.

- 11 candidates applied
- Developed process for making selection determination (reviewed applications and interviewed candidates that were most responsive)
- Nine (9) candidates were scheduled for interviews; Rudi Raab was appointed by District 1 so only 8 interviews were held.
- Had preset questions and scoring system.
- At end of process three (3) candidates emerged at top of pack (Don Garabedian, DeWitt Hodge and Rich Spatz)
- Selection committee unanimously agreed on recommending Rich Spatz; he has learned a lot and has a good momentum going with applying what he has learned.

Geoff Logan made a motion to accept the recommendation of Rich Spatz's reappointment. Seconded by Derek Mims. Rich Spatz abstained. Approved Unanimously.

Current question is how to get those other qualified individuals further involved with the Airports process (Community Buchanan Airport Partnership (CBAP) or minimum standards, etc).

The AAC recommendation needs to be sent to the Internal Operations Committee (IOC) for their February agenda. Tom Weber stated he will discuss the appointment with District IV Supervisor and Geoff Logan will speak to District III Supervisor in order to save time moving the reappointment through the process.

UPDATES/ANNOUNCEMENTS

a. Airport Committee Update

No meeting in last few months. Next meeting will likely be in February or March.

b. Far Part 150 Noise Mitigation Recommendations

Revised document was included in packet.

c. What is happening at Buchanan Field & Byron Airports/Other Airports

Airport staff reported:

- Santa Skydive was successful. Santa arrived on the Aircraft Rescue and Fire Fighting (ARFF) vehicle at Buchanan Field but was able to skydive at Byron Airport.

- Experimental Aircraft Association (EAA) B-17 is scheduled to be here May 2 – 5, 2011. The EAA is discussing the possibility of buying one ride and raffling a ride off at \$100 per ticket. The ride lasts 20 minutes around the local area.

g. Airport Business Association Update

Comments covered under Business environment topic.

d. AAC Announcements

None

e. Airport Staff Announcements

None

FUTURE AGENDA ITEMS

- At-Large Position selection process
- Security/Access Control Considerations (would like bulk of meeting on this topic)
- Minimum Standards
- Part 150 Update process status
- 50% Budget for Fiscal Year 2010/2011

ADJOURNMENT: The meeting was adjourned by the Chair at 1:50 p.m.

TRANSPLAN COMMITTEE
Antioch - Brentwood - Pittsburg - Oakley and Contra Costa County 3-7-11

SPECIAL MEETING MINUTES
February 17, 2011

The special meeting of the TRANSPLAN Committee was called to order in the Tri Delta Transit Board Room, 801 Wilbur Avenue, Antioch, California, by Chair Brian Kalinowski at 6:30 P.M.

ROLL CALL

PRESENT: Gil Azevedo (Antioch), Jim Frazier (Oakley), Federal Glover (Contra Costa County), Ben Johnson (Pittsburg), Bruce Ohlson (Pittsburg), Kevin Romick (Oakley), Duane Steele (Contra Costa County Planning Commission), Robert Taylor (Brentwood), Joe Weber (Brentwood), and Chair Brian Kalinowski (Antioch)

ABSENT: Carmen Gaddis (Alternate, Contra Costa County Board of Supervisors)

STAFF: John Cunningham, TRANSPLAN Staff
David Schmidt, Legal Counsel

PUBLIC COMMENT

Joe Sbranti, Assistant City Manager, City of Pittsburg, read a prepared statement to the TRANSPLAN Committee and stated that, a few meetings back, one of the members of the Committee had requested an update from Pittsburg staff on the status of the James Donlon Extension Project, and while not prepared to present that at this time, he would be happy to coordinate with TRANSPLAN staff to agendize that update for an upcoming meeting.

Mr. Sbranti reiterated the City of Pittsburg's commitment to regional transportation planning and the construction of regional transportation projects. He added that Pittsburg was eager to work with the TRANSPLAN Committee to integrate its regional fee with the transportation goals of the Committee, and that he remained available to begin discussions to develop a Memorandum of Understanding (MOU) that could expedite the completion of many important regional transportation projects in East County.

CONSENT ITEMS

On motion by Federal Glover, seconded by Jim Frazier, TRANSPLAN Committee members unanimously adopted the Consent Calendar, as follows:

3. Adopted Minutes from January 13, 2011 TRANSPLAN meeting
4. Adopted Minutes from January 27, 2011 TRANSPLAN special meeting

Legal Counsel: David Schmidt announced that the Committee was going into closed session to discuss potential legal action against the City of Pittsburg.

Chair Kalinowski adjourned into closed session at 6:32 P.M. Shortly after its start, Ben Johnson and Bruce Ohlson exited the closed session.

CLOSED SESSION

Conference with Legal Counsel – Anticipated Litigation
Initiation of Litigation Pursuant to Subdivision (c) of Section 54956.9: One case.

Chair Kallnowski reconvened from closed session at 7:15 P.M.

Mr. Schmidt reported that the TRANSPLAN Committee had given its approval for TRANSPLAN to initiate legal action against the City of Pittsburg by an 8-0 vote, with Carmen Gaddis' absent. Mr. Schmidt also reported that the litigation would involve a legal challenge to the City of Pittsburg's compliance with its regional fee obligations under the East County Action Plan and Measure J.

RECEIVE UPDATE ON THE CITY OF PITTSBURG'S COMPLIANCE WITH THE EAST COUNTY ACTION PLAN AND CONSIDER APPROPRIATE FOLLOW-UP ACTION(S), INCLUDING DIRECTING PITTSBURG TO REJOIN ECCRFFA

TRANSPLAN Committee staff John Cunningham spoke to the question of the City of Pittsburg's compliance with the East County Action Plan and Measure J, and the actions taken by the TRANSPLAN Committee at its special meeting on January 27 recognizing the East Contra Costa Regional Fee and Financing Authority (ECCRFFA) as the only approved regional development mitigation program for the East County region; determining that the City of Pittsburg was not in compliance with its obligations under the East County Action Plan; and directing TRANSPLAN Committee staff to identify the actions that had taken place and transmitting those actions and comments to the Contra Costa Transportation Authority (CCTA). He reported that staff had not received any communication from the City of Pittsburg regarding the actions taken at that meeting.

Federal Glover advised that the TRANSPLAN Committee had tried to be accommodating to the City of Pittsburg. He expressed his hope that the City would have taken advantage of that opportunity to review the negotiated agreement.

Ben Johnson read a prepared statement at this time to express his disagreement with the staff report which had indicated that Pittsburg had given no indication of its plans to comply with its obligations under the East County Action Plan and Measure J, in that the Assistant City Manager had provided detailed information at the January 27 meeting about the regional plans which would be funded by the City's regional transportation fee.

Mr. Johnson stated that consistent with the CCTA's direction, the City had prepared and provided a draft agreement between itself and the TRANSPLAN Committee for funding regional projects and had adopted a regional transportation program consistent with the ECCRFFA program. He added that Pittsburg's regional fee was dedicated to the identical projects supported by ECCRFFA and that the City was ready and willing to work constructively with the TRANSPLAN Committee on regional projects using regional fees, which willingness had been reiterated by the Assistant City Manager at the current meeting. He strongly suggested that the TRANSPLAN Committee reconsider entering into an MOU with Pittsburg as suggested in an October 8, 2010 letter from the CCTA.

On motion by Jim Frazier, seconded by Federal Glover, the TRANSPLAN Committee considered a motion directing the City of Pittsburg to rejoin the East Contra Costa Regional Fee and Financing Authority (ECCRFFA), no later than March 4, 2011, subject to the following conditions:

1. The re-adoption of the regular ECCRFFA fee schedule;
2. The repeal of the Pittsburg fee program;
3. The continued availability of the previous tentative agreement for priority funding of the James Donlon Extension and eBART;
4. That litigation would not proceed if the City of Pittsburg rejoined ECCRFFA by the deadline;
5. Additional details to be covered by staff and Legal Counsel; and
6. A written response must be received by the TRANSPLAN Committee by the March 4, 2011 deadline.

On the question, Bruce Ohlson suggested that a March 10 deadline would be more reasonable given that the next scheduled meeting of the TRANSPLAN Committee was set for March 10. Ben Johnson concurred.

When asked, Mr. Schmidt clarified that there was a reason for a March 4 deadline. He suggested that there could be a potential risk to the TRANSPLAN Committee if the deadline was extended much beyond March 4.

On the MOTION by Jim Frazier, seconded by Federal Glover, the TRANSPLAN Committee directed the City of Pittsburg to rejoin the East Contra Costa Regional Fee and Financing Authority (ECCRFFA) no later than March 4, 2011, subject to the following conditions:

1. The re-adoption of the regular ECCRFFA fee schedule;
2. The repeal of the Pittsburg fee program;
3. The continued availability of the previous tentative agreement for priority funding of the James Donlon Extension and eBART;
4. That litigation would not proceed if the City of Pittsburg rejoined ECCRFFA by the deadline;

5. Additional details to be covered by staff and Legal Counsel; and
6. A written response must be received by the TRANSPLAN Committee by the March 4, 2011 deadline.

Ayes: Azevedo, Frazier, Glover, Romick, Steele, Taylor, Weber, Kalinowski,
Noes: Johnson, Ohlson
Abstain: None
Absent: Gaddis

ADJOURNMENT

Chair Kalinowski adjourned the TRANSPLAN Committee meeting at 7:18 P.M. to March 10, 2011 at 6:30 P.M. or other day/time as deemed appropriate by the Committee.

Respectfully submitted,

Anita L. Tucci-Smith
Minutes Clerk



County Supervisor Mary Nejedly Piepho, District III

CONTRA COSTA COUNTY BOARD OF SUPERVISORS

Received 2/25/11
2/25 Emailed to Board + GM

COMMITTEES

Internal Operations Committee

Delta Protection Commission

Transportation, Water &
Infrastructure Committee

Tri Valley Transportation
Committee

Local Agency Formation
Commission

Central Contra Costa
Solid Waste Authority

Airport Committee

Association of Bay Area
Governments

Contra Costa Regional Medical
Center Joint Services Committee

Dougherty Valley Oversight
Committee

South West Area Transportation

February 22, 2011

Mayor Jim Frazier, Chair
State Route 4 Bypass Authority
c/o Contra Costa County Public Works Dept.
255 Glacier Drive
Martinez, CA 94553

Dear Mayor Frazier and Authority Members,

I am writing with regards to the most recent cross over accident on the section of the Highway 4 Bypass between Lone Tree Way and Sand Creek Road.

I'm certain that you are working hard on issues related to this and previous accidents that occur in this same vicinity of the roadway. If you are not already reconsidering a concrete barrier in this location, I would ask that you consider looking at the area and identifying any additional safety measures that may be viable. I'd further suggest that the passing lanes be removed between Sand Creek Road and Lone Tree Way, in both the north and south bound directions, and vertical delineators placed along this entire portion of roadway. With the success of these delineators on Vasco Road I believe that their installation, at a minimum, would be beneficial and increase driver awareness and possibly safety. Of course, a solid concrete barrier would be ideal if one is feasible.

I would also like to update you regarding my work with Assembly member Buchanan and Senator DeSaulnier to establish the Highway 4 Bypass as a Double Fine Zone. The goal would be to enhance and add to the measures currently in place to increase driver awareness on this major thoroughfare.

I appreciate your consideration of these ideas and remain available to assist in any manner as appropriate.

(continued)

AGENDA ITEM -- K-3

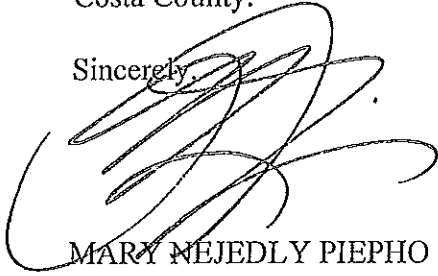
309 Diablo Road, Danville, CA 94526 • 181 Sand Creek Road, Suite L, Brentwood, CA 94513

Danville Phone: (925) 820-8683 • FAX: (925) 820-6627 • Brentwood Phone: (925) 240-7260 • FAX: (925) 240-7261

Email: Dlst3@BOS.CCCounty.us • www.co.contra-costa.ca.us/depart/dls3/index.htm

As always, it is an honor to work with you in service to the residents of Contra Costa County.

Sincerely,



MARY NEJEDLY PIEPHO
County Supervisor, District III

*Thank you
for your
consideration,
M.*

Cc: Julie Bueren, Director, Contra Costa County Public Works Dept.
Bijan Sartipi, District 4 Director, California Dept. of Transportation
Jim Frazier Mayor, City of Oakley
Bob Taylor, Mayor, City of Brentwood
Linda Weekes, Chair, Knightsen Town Advisory Council
Linnea Juarez, Chair, Byron Municipal Advisory Council
Kevin Graves, President, Town of Discovery Bay CSDs ✓

MNP:kc



RH/K
Caf/CA
Town of Discovery Bay CSD
Received 3/2/11
Email to Brand, M.F.
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G

County Supervisor Mary Nejedly Piepho, District III
CONTRA COSTA COUNTY BOARD OF SUPERVISORS

COMMITTEES

Internal Operations Committee

Delta Protection Commission

Transportation, Water & Infrastructure Committee

Tri Valley Transportation Committee

Local Agency Formation Commission

Central Contra Costa Solid Waste Authority

Airport Committee

Association of Bay Area Governments

Contra Costa Regional Medical Center Joint Services Committee

Dougherty Valley Oversight Committee

South West Area Transportation

February 25, 2011

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

Dear President *Kevin* Graves,

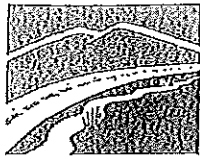
Please find herewith recent correspondence received by my office from the Contra Costa County Public Works Department in response to questions my office received from a Discovery Bay resident concerning the Discovery Bay Community Services District (DBCSD) and the Alamo Municipal Advisory Committee (AMAC), more specifically funds related to Zone 36 and the Community Service Area CSA R-7A. I have also included for your reference the constituent's original email.

Please feel free to contact my office should you have any questions regarding this or any future matter at (925) 240-7260.

As always, it is an honor to work with you in service to the constituents of Discovery Bay.

Sincerely,

MARY NEJEDLY PIEPHO
County Supervisor, District III



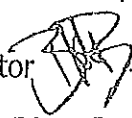
Contra Costa County
Public Works
Department

Julia R. Bueren, Director
Deputy Directors
R. Mitch Avalon
Brian M. Balbas
Stephen Kowalewski

Memo

February 24, 2011

TO: Karyn Cornell, E. County Field Representative, District III Supervisors Office

FROM: Brian M. Balbas, Deputy Director 

SUBJECT: Response to Inquiry related to Disco Bay CSD and Alamo CSA R-7A

As a follow-up to the questions your office received regarding the Discovery Bay Community Services District (DBCSD) and the Alamo Municipal Advisory Committee (AMAC), more specifically funds related to Zone 36 and Community Service Area CSA R-7A, I offer the following.

Many years ago, the voters of Discovery Bay decided to form the DBCSD. This is a completely different entity from a Community Service Area (CSA) and has considerably more independent authority. The DBCSD has a separate CSD Board that is elected within Discovery Bay and is able to make decisions on expenditures within the DBCSD boundaries. The CSA R-7A in Alamo, which used to have an advisory committee that was replaced by the AMAC, is an advisory group that's members are appointed by the District III Supervisor, as you know. These are two very different paths that were taken in Discovery Bay and Alamo. Appropriation and funding decisions in Discovery Bay are approved by the DBCSD Board and the work is done by staff employed through the DBCSD. Funding and expenditure recommendations from the AMAC are forwarded to the District III Supervisor's office and approved by the County Board of Supervisors (BOS).

The funding for these two different entities within Discovery Bay and Alamo both come from the community in which they are spent and cannot be spent in other areas outside their boundaries. Funds from Area of Benefit (AOB's) are a different source of revenue and money from these funds can only be spent on projects contained in the project list that was completed during the adoption of the AOB fee within a given area of the County. I will discuss those in the second part of this correspondence.

CSA R-7A was established in 1974 by the voters. The BOS approved its formation to provide park and recreation services within Alamo at that time. The CSA is funded by a general Property Tax Levy and is currently about \$850,000. There is a

considerable reserve in the R-7A fund right now as well, pending the AMAC's proposed budget. They also can receive park dedication money paid by developers within the Alamo area. Currently, there is approx \$156,000 in the park dedication fund. The AMAC would need to request that money should they identify a project for its use. It would need to be a capital expenditure for a park, not a maintenance activity and it must be used within the boundaries of where the money was collected. Alamo also has a zone that is part of the Countywide Lighting and Landscaping District, LL-2. Zone 36 collects approximately \$50,000 annually to be spent on landscaping maintenance for areas identified as part of Zone 36. This zone, like so many others in the County, has no cost of living adjustments and has collected the same amount of revenue each year since its formation. All the funds are used annually for maintenance of the landscaped areas as shown in the Annual Engineers Report for LL-2.

The DBCSD has a few funding sources, which are used for water and sewer services in Discovery Bay. They also have a lighting and landscaping budget receiving around \$450,000 a year for their parks, etc. We do still have a few LL-2 zones within Discovery Bay West that we are in the process of transferring to the DBCSD to finish a long overdue agreement. Special Districts staff from our department has been working with DBCSD staff to complete this work.

That is a brief summary of the different paths each community took in providing some of the services within these two particular communities. To further address some of the questions and respond to the Area of Benefit program please consider the following:

1. I would refer you to the DBCSD regarding their ability and/or interest pertaining to this question.
2. The "swim lessons" money is not necessarily discretionary, but rather was part of an agreement with the Town of Danville that the AMAC has recently determined they no longer wish to continue. By terminating this agreement with Danville the AMAC feels it can use the funds on other Park and Recreation services authorized under the CSA R-7A.
3. The proposed decorative lighting project in Alamo will not be funded by AOB or other County funds outside of those collected in the Alamo community. The AMAC will need to determine how that potential project will be funded, but it will not be with AOB or County Road Funds. We cannot use those funds for a project such as that.

Area of Benefit funds are collected as a one-time traffic mitigation fee collected upon issuance of building permits and can be utilized only to construct improvements on a specific project list. The projects on the list for each AOB throughout the County are established based upon the roads determined to require capacity or safety improvements for ultimate operation, considering the potential growth for that area.

Discovery Bay has an established Area of Benefit and, like Alamo, these fees can be utilized only for improvements on the approved project list which, in the Discovery Bay area includes: (1) Intersection improvements at Byron Highway and SR4 and (2) Improvements to Byron Highway at Byron Elementary School. Alamo also has an approved project list as part of the AOB for that area. I have not identified the specific projects on that list here, but they are available from our department.

I think it is relatively evident that our funds for these services are restrictive and the use of the funds are clearly identified for specific improvements or functions. A recent media article may have caused some confusion. I hope this provides some level of clarification. Please let me know if you need additional information related to this issue.

BMB:df
G:\Admin\Brian\2011\February\K Cornell DB Alamo memo FINAL.docx
Cc: J. Bueren, Director
M. Wara, Admin

Karyn Cornell

From: Jeff Barber [jeffbarber@patch.com]
Sent: Thursday, January 20, 2011 10:16 AM
To: Karyn Cornell
Subject: Fwd: Alamo MAC: Ending Alamo Contributions to Town of Danville Swim. Program - Danville, CA Patch

Karyn,

The article below caught my attention. I'm curious as to why Alamo has a County Service Area R-7a aka Alamo Parks & Rec....and why DB does not. Could you please explain and provide whatever supporting documents necessary? It seems Alamo even has discretionary money for swimming lessons and as far as I know no such funding exists for DB (yes, I know DB CSD gets county money to mow the grass and attend to the shrubs in the parks). The article also discussed Alamo's desire to acquire \$125K of county money for decorative lighting in trees. I would like an explanation of the AOB program, as mentioned in the article, that Alamo has access to and I would like to know if DB has access as well and if not why not. I would like to see any and all records, documents and correspondence related to DB seeking or being considered for any and all funding of a similar nature to the programs described in this article. I am not requesting information on the funds that are available to DB derived from permit fees originating in DB proper.

Please provide to me the quick answers to my general questions before providing any documents. Please understand my questions and concerns are based on history.

cheers,

jeff barber



Editor, Danville Elizabeth Shemaria: Heard some news you want us to check out? Let me know: lizs@patch.com




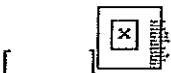
Also covering Alamo

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- Volunteer

GOVERNMENT

Alamo MAC: Ending Alamo Contributions to Town of Danville Swim Program

The Alamo MAC wants Alamo Parks & Recreation to end its participation in the Monte Vista High School pool agreement.

By Natasha Chillinglerlan | Email the author | 1:55pm

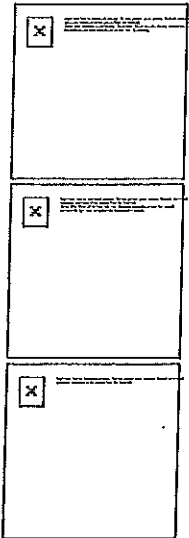
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PHOTOS (3)



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The Alamo Municipal Advisory Council (MAC) made a unanimous recommendation Tuesday night for County Service Area R-7A (also known as Alamo Parks & Recreation) to stop funding part of a Town of Danville summer swim program.

Members say the benefit of contributing to the swim program at the Monte Vista High pool—lower class fees for the few Alamo residents who use it—isn't worth the increasing cost to Alamo Parks & Recreation.

Alamo Parks & Recreation entered into the pool agreement in 2000 along with the Town of Danville and San Ramon Valley Unified School District. The agreement defines financial contributions required from each party for the development and maintenance of the pool, which is used by the school and the community.

It requires Alamo Parks & Recreation to pay half of the swim program's expenses. In exchange, Alamo residents pay "resident" fees for the swim program, which saves them \$7 to \$10 per class.

But Alamo Parks & Recreation's financial contribution shot up from about \$3,800 in 2009 to about \$28,000 in 2010. Alamo residents made up just 13 percent of the swim program's 2010 participants.

MAC member Nancy Dommes said the dramatic cost increase was mostly because of the Town of Danville's decision to charge Alamo Parks & Recreation for swim program advertisements in its 2010 "Activity Guide" publication. Additionally, swim program overhead and staff training costs nearly doubled in 2010, Dommes said.

The Monte Vista High School pool agreement states that after 2005, any party can terminate participation with a 90-day notice, which MAC members want Alamo Parks & Recreation to give immediately.

Members considered ways Alamo residents could continue paying resident fees for the swim program.

"It would be good to use (Alamo Parks & Recreation) fees for Alamo residents to continue paying the resident fees, rather than develop our own recreation program, which will never be as robust as (Danville's)," MAC Vice Chair Michael McDonald said.

Members agreed they did not want the decision to strain their relationship with the Town of Danville.

"Terminating the agreement is not to say that we're not interested in working with the Town of Danville," MAC Chair David Bowlby said. "It's a matter of how we present it to them. I can make it clear that this isn't fiscally reasonable and we hardly have any residents who use this."

Also at the meeting...

- MAC members considered a project that would permanently light up trees on Danville Boulevard between Jackson Way and Stone Valley Road in Alamo. South Contra Costa County Field Representative Jennifer Quallick said the project would cost about \$125,000, span 1,200 linear feet and could be funded by Alamo Parks & Recreation or Contra Costa County's Area of Benefit (AOB) program. MAC members agreed they needed more information before they could make a recommendation.
- MAC members approved a motion to create a Record of Actions following each 2011 MAC meeting as opposed to a Meeting Summary.
- Quallick and MAC members discussed operational changes for the MAC in 2011. Quallick said this year, MAC meetings will be recorded and made available to the public on audio CDs, and MAC members will receive summary sheets and larger-sized plans for each development project that comes before them. Quallick suggested that the MAC go from two monthly meetings to one, and McDonald suggested allotting project applicants longer than three minutes to speak at MAC meetings.

Interested in a follow-up to this article?

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SEE NEXT IN GOVERNMENT

Governor's Budget Would Impact Prison, Probation Systems

Discovery Bay
P-6 Zone
Citizen
Advisory
Committee



Office of Supervisor Mary N. Piccolo
Contact: Karyn Cornell
181 Sand Creek Road Ste L
Brentwood, CA 94513
925-240-7260
Received 3/2/11
E-mailed to Karyn
C.A. Fil

February 25, 2011

David O. Livingston, Sheriff
651 Pine St., 7th Floor
Martinez, CA 94553

Dear Sheriff Livingston:

First let me take this formal opportunity to say welcome aboard. I've been privileged to have the opportunity to speak with you on a couple of occasions since your election to office, but never in official capacity for the Discovery Bay P-6 Zone Citizen Advisory Committee.

As one of the early advocates for bringing P-6 funded services into Discovery Bay, I've been tasked with providing a brief summary of the timeline which has brought the Resident Deputy program back online and brought the oversight committee into existence.

As a 7 year resident of Discovery Bay, I've been a contributor to the P-6 fund since moving to the area. But not until late 2007 did I really take notice of the line item on my property tax bill and start asking questions about its purpose. It is my understanding that right about the same time, the County and specifically the Sheriff's Office also started looking at it closer as the revenue streams were reaching critical mass which could support significant benefit returns.

Early on I learned that expenditures were taking place but Discovery Bay was not seeing what I could view as meaningful "enhanced police services", which is a requirement for the fund. Questions directed at the Sheriff's Office at the time were not met with very comprehensive answers. In fact, I was initially told by Sheriff Rupf in a meeting in April of 2008 that he had not received or spent any of our P-6 monies. Later I was to learn from the County Administrator's office that some P-6 funds had been authorized and in fact spent through the Sheriff's Office in support of the air program. It is my understanding that an amount up to \$200,000 could be extracted annually from the countywide P-6 pooled funds and that approximately \$2M of P-6 monies has been spent on that program over the last 10+ years.

Our initial effort as a small group of interested citizens was to better tap into the fund and bring to the community a better bang for our buck, if you will, in the form of the Resident Deputy program. In early conversations through Supervisor Piepho's office, we learned that the return to source component of the fund had long been a sticking point. In August of 2008 our group, along with representatives of the Discovery Bay Community Services District were invited to attend a meeting in Supervisor Piepho's office to meet with then CAO John Cullen. In that meeting the residents (myself included) made it clear to parties present that our interest was to bring this back as a community wide benefit. On reflection, this was not a conscious effort to overcome the potential legal hurdle. We expressed that desire because we felt it was the right thing to do.

From there and through significant efforts on the part of the Supervisor, her staff and quite a few other folks within county government we were able to move the process forward. But almost as quickly as the idea gained altitude, some power struggles developed. Some were hashed out publicly, usually through the local papers. Others we would learn later were taking place within the Sheriff's Municipal Advisory Committee, which at the time had only one invitee who was an actual P-6 fund contributor.

The unfortunate fallout from those disagreements was that residents within my HOA became quite offended that efforts were afloat to not only marginalize their voice with respect to the P-6 fund, but worse case, perhaps even take the funds to use elsewhere leaving contributors to the fund with little or nothing to show for it. There were serious discussions that lingered about going after the county for a repeal of this special tax. I can tell you we came very, very close to signatures being collected to ask for just such a repeal which could have resulted in a loss of the benefits we are enjoying today.

To counter this, a proposal was brought forward through the Supervisor's office to create an oversight committee to be made up of representatives of the 5 zones that collectively make up the Discovery Bay contributors. This would serve to protect the shareholder interests, provide a proper open meeting forum and most importantly, establish a conduit back to county government through which the wishes and the voices of the residents could be properly heard.

Thankfully we moved forward and by all accounts are now enjoying a highly successful return of a Resident Deputy program. Through no small efforts of Supervisor Piepho and her staff, Lt. Burton and his staff and the enthusiastic community volunteers who man our substation office, I believe the perception within the community toward the SO has experienced a dramatic turn in just two short years.

Through the efforts of many, I feel we have a solid foundation in our existing program, we have a small reserve fund at our disposal for expanding on that base and we have much potential looking forward.

We have been hampered a bit by some communication breakdowns since taking our seats, but I'm confident after speaking with you and your staff that most of not all of those issues have been resolved or are well on their way to being resolved. We look forward to working with your office going forward to protect what we have built, enhance it in ways that make sense fiscally and otherwise, and bring to the community improved police services that I think we can all agree have probably been lacking in years past.

With that being said, I would like to take this opportunity to invite you to attend a future Discovery Bay P-6 Zone Advisory meeting at the soonest date that will work for your calendar. The committee members would welcome the opportunity to meet with you and discuss some of our ideas, concerns and plans going forward.

Thank you for your consideration.

Sincerely,



Bob Mankin
Secretary, Discovery Bay P-6 Zone Citizen Advisory Committee

Cc: Mary N. Piepho, Supervisor, District III
Karyn.cornell@bos.cccounty.us
David Twa, County Administrator
Sharon L. Anderson, County Counsel
Kevin Graves, President, Town of Discovery Bay CSD ✓
Lakeshore Residential Owners Association
The Lakes Residential Owners Association

Received 3/9/11
Emailed to Board + Gilco



County Supervisor Mary Nejedly Piepho, District III
CONTRA COSTA COUNTY BOARD OF SUPERVISORS

COMMITTEES

Internal Operations Committee

Delta Protection Commission

Transportation, Water & Infrastructure Committee

Tri Valley Transportation Committee

Local Agency Formation Commission

Central Contra Costa Solid Waste Authority

Airport Committee

Association of Bay Area Governments

Contra Costa Regional Medical Center Joint Services Committee

Dougherty Valley Oversight Committee

South West Area Transportation

March 2, 2011

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

Dear President Graves and Members,

Please find enclosed several Board Orders from the March 1, 2011 Board of Supervisors' meeting that I believe will be of interest to the Town of Discovery Bay Community Services District.

- 1.) February 4, 2011 State of California Department of Boating and Waterways Financial Assistance Program Grant
- 2.) February 9, 2011 ACCEPTANCE and Giving Notice of Completion of Contract 2010 Discovery Bay Terminal Blend Cape Seal project, Project No. 0672-6U215210
- 3.) February 23, 2011 Refer East Contra Costa Fire Protection District Board Recruitment to Internal Operations Committee

Please feel free to contact my office regarding this or any additional matter at (925) 240-7260.

As always, it is an honor to serve you on the Contra Costa County Board of Supervisor.

Sincerely,

MARY NEJEDLY PIEPHO
County Supervisor, District III

MNP: kc

AGENDA ITEM - K-6

agenda

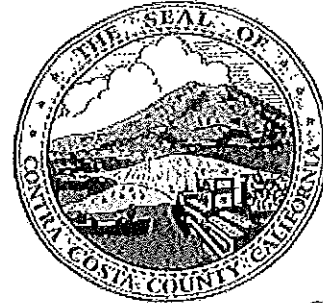
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C.49

To: Board of Supervisors

From: David O. Livingston, Sheriff-Coroner

Date: February 4, 2011



Contra
Costa
County

Subject: State of California Department of Boating and Waterways Financial Assistance Program Grant

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to apply for and accept a grant from the State of California Department of Boating and Waterways in an amount not to exceed \$638,249 for marine patrol and boating regulations enforcement, for the period July 1, 2011 through June 30, 2012.

FISCAL IMPACT:

No net County costs. Revenue; up to \$638,249, 100% State. The Office of the Sheriff receives annual funding from the Department of Boating and Waterways that is built into the baseline budget.

BACKGROUND:

The State of California Department of Boating and Waterways (DBW) provides funding to maintain the service level of the Office of the Sheriff's Marine Patrol Unit on the Delta Waterways. Marine patrol operations cost roughly \$1.5 million per year of which DBW has awarded \$638,249 for each of the past four years. For State fiscal year 2011/12, DBW will again fund \$638,249. DBW funding provides the ability for more vigilant enforcement of boating regulations.

<input type="checkbox"/> APPROVE	<input type="checkbox"/> OTHER
<input type="checkbox"/> RECOMMENDATION OF CNTY ADMINISTRATOR	<input type="checkbox"/> RECOMMENDATION OF BOARD COMMITTEE
<input type="checkbox"/> APPROVED AS RECOMMENDED	<input type="checkbox"/> OTHER

Action of Board On: 03/01/2011

Clerks Notes:

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 1, 2011

David J. Twa,

BY: _____, Deputy

NOTE OF SUPERVISORS

AYES	<input type="checkbox"/>	NOES	<input type="checkbox"/>
ABSENT	<input type="checkbox"/>	ABSTAIN	<input type="checkbox"/>
RECUSE	<input type="checkbox"/>		

Contact: Eileen Devlin, (925) 335-

Agenda ,

CONSEQUENCE OF NEGATIVE ACTION:

Failure to secure State funding will result in a reduction in Marine Patrol Services.

CHILDREN'S IMPACT STATEMENT:

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Agenda

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C. 3

To: Board of Supervisors

From: Julia R. Bueren, Public Works Director/Chief Engineer

Date: February 9, 2011



Contra
Costa
County

Subject: ACCEPTANCE and Giving Notice of Completion of Contract for the 2010 Discovery Bay Terminal Blend Cape Seal project, Project No. 0672-6U2152-10

RECOMMENDATION(S):

ADOPT Resolution No. 2011/67 accepting as complete the contracted work performed by Graham Contractors, Inc., for the 2010 Discovery Bay Terminal Blend Cape Seal project, Project No. 0672-6U2152-10, as recommended by the Public Works Director.

FISCAL IMPACT:

This project was funded by 85% Local Road funds and 15% California Integrated Waste Management Board funds.

BACKGROUND:

The Public Works Director reports that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its acceptance as complete as of February 4, 2011.

CONSEQUENCE OF NEGATIVE ACTION:

The contractor will not be paid and acceptance notification will not be recorded.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

APPROVE
 RECOMMENDATION OF CNTY ADMINISTRATOR

OTHER
RECOMMENDATION OF BOARD COMMITTEE

APPROVED AS RECOMMENDED

OTHER

Action of Board On: 03/01/2011

Clerks Notes:

Recorded at the request of: Board of Supervisors
Return To: Public Works Department, Construction Division

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA
and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 03/01/2011 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

Resolution No. 2011/67

In the Matter of Accepting and Giving Notice of Completion of Contract for the 2010 Discovery Bay Terminal Blend Cape Seal project, Discovery Bay, (District 3). Project No. 0672-6U2152-10

The Board of Supervisors of Contra Costa County RESOLVES that:

The County of Contra Costa on July 13, 2010, contracted with Graham Contractors, Inc. for the work generally consisting of cleaning road surface, including sweeping, removing pavement striping and markings, applying the modified binder seal coat and Type II slurry seal in the Discovery Bay area, with Travelers Casualty and Surety Company of America as surety, for work to be performed on the grounds of the County; and

The Public Works Director reports that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its acceptance as complete as of February 4, 2011.

Therefore, said work is ACCEPTED as complete on said date, and the Clerk shall file with the County Recorder a copy of this resolution and Notice as a Notice of Completion for said contract.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: March 1, 2011

David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: Kevin Emigh, (925) 313-2233

By: , Deputy

cc: J. Dowling, Construction, H. Finch, Maintenance, M. Carlson, TE, C. Lau, TE, P. Denison, Finance

PDF Return Previous Next

C.33

To: Board of Supervisors

From: Mary N. Piepho, District III Supervisor

Date: February 23, 2011



Contra
Costa
County

Subject: REFER EAST CONTRA COSTA FIRE PROTECTION DISTRICT BOARD RECRUITMENT TO INTERNAL OPERATIONS COMMITTEE

RECOMMENDATION(S):

DECLARE vacant the Board of Supervisors Representative seat held by Chris Finetti on the East Contra Costa Fire Protection District Board of Directors and DIRECT the Clerk of the Board to post the vacancy; and REFER on a standing basis the recruitment, candidate screening, and nomination process to fill Board of Supervisors Representative vacancies occurring on the East Contra Costa Fire Protection District Board of Directors.

FISCAL IMPACT:

No additional fiscal impact, as the IOC currently performs these activities for several other public boards, committees, and commissions.

BACKGROUND:

Effective February 16, 2011, Chris Finetti resigned as a Director of the East Contra Costa Fire Protection District (ECCFPD). Director Finetti was appointed by the Board of Supervisors to represent the unincorporated area of the District in January 2010.

APPROVE
 RECOMMENDATION OF CNTY ADMINISTRATOR

OTHER
RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 03/01/2011

APPROVED AS RECOMMENDED OTHER

Clerks Notes:

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

NOTE OF SUPERVISORS

BACKGROUND: (CONT'D)

As the East Contra Costa Fire Protection District is grappling with many important issues regarding emergency services within the Far East County, representation for the unincorporated area is crucial. Consequently, I recommend that a standing referral be made to the Internal Operations Committee to conduct recruitment, candidate screening, and to formulate nominations for Board of Supervisors consideration for appointments to fill Unincorporated County Representative seats on the ECCFPD Board of Directors. This referral is consistent with other standing referrals to IOC to recruitment for certain County Retirement Board, Planning Commission, and Fire Advisory Board seats. Since the next ECCFPD Board of Directors meeting is scheduled for March 7, 2011, I request that the IOC expedite the recruitment process and return to the Board of Supervisors as quickly as possible with its nomination to fill the vacant seat.

CONSEQUENCE OF NEGATIVE ACTION:**CHILDREN'S IMPACT STATEMENT:**

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EAST CONTRA COSTA FIRE PROTECTION DISTRICT

MEMO

To: Contra Costa County Board of Supervisors
David Twa, County Administrator

From: Erick Stonebarger, President
Kevin Romick, Vice President

Date: February 16, 2011

Re: Resignation of Director Chris Finetti

Effective February 16, 2011 Mr. Chris Finetti resigned as a Director of the East Contra Costa Fire Protection District. Director Finetti was appointed by the Board of Supervisors to represent the unincorporated area of the District in January 2010.

Mr. Twa, as you are aware, the East Contra Costa Fire Protection District is grappling with many important issues regarding emergency services within the Far East County. Representation for the unincorporated area is crucial, especially during these times. Therefore, we respectfully request that the Board of Supervisors replace the now vacant Director position as soon as possible. As information, our next Board of Directors meeting is scheduled for March 7, 2011.

If you have any questions, please feel free to contact either of us or Chief Henderson. Thank you for your help in this matter.

Department of
Conservation &
Development

Community Development Division

County Administration Building
651 Pine Street
North Wing, Fourth Floor
Martinez, CA 94553-1229

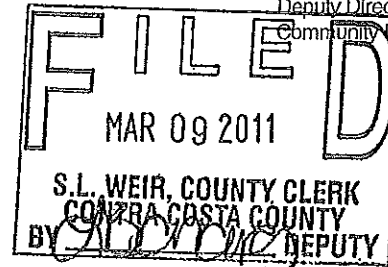
Phone: (925) 335-1210

Contra
Costa
County



Received 3/10/11
Catherine O. Kutsuris
Director

Aruna Bhat
Deputy Director
Community Development Division



March 9, 2011

NOTICE OF PUBLIC REVIEW AND INTENT TO ADOPT A PROPOSED
MITIGATED NEGATIVE DECLARATION

County File #LP07-2025

Pursuant to the State of California Public Resources Code and the "Guidelines for Implementation of the California Environmental Quality Act of 1970" as amended to date, this is to advise you that the Department of Conservation & Development, Contra Costa County has prepared an initial study on the following project:

JOHN & ELAINE CAPRIO (Applicants and Owners), County File #LP07-2025: The applicant Proposes removal of outdate/deteriorated facilities, expansion of some existing uses, and establishment of an RV campground. Essentially 100 percent of the site is disturbed land at present. The request is for the approval of the following: (A) remove 18 mobile homes and convert that area, along with an adjacent tent campground, to a 111-unit RV campground with underground utilities; provide private recreational facilities, including a volleyball court, swimming pool, Bocce ball courts, and shuffle board area and picnic area; and meeting room (all facilities intended for the use of persons staying at the RV campground), (B) expansion of the existing restaurant (20 foot wide addition, along with a covered patio), (C) replace existing boat re-fueling facility and existing docks with new docks that are reconfigured to be more efficient to serve the boating public; provide ADA ramps to allow handicapped access to the docks, (D) replace existing fuel tanks with new larger tanks meeting all requirements of the Contra Costa County Fire Protection District and standards of the County Health Services Department (the existing tanks are within an area to be dedicated for the Orwood Road right-of-way and must be removed), (E) enlarge existing stores associated with the docking facilities, and add picnic areas, walkways and restrooms adjacent to the docks, (F) dedicate abutters rights to portions of the Orwood Road frontage as required by the Public Works Department, and make internal road improvements, (G) make drainage improvements, including stormwater detention facilities & provide both on-site and off-site mitigation for loss of wetlands, (H) removal of 119 eucalyptus trees and relocation of four palm trees,¹ and (I) and installation of a 70' monopole-antenna for wi-fi connection. In addition, the applicant has requested to establish 4 annual events such as Party on the Point, Boat Demo Day, Water Ski & Air Show, and Poker Runs. The property fronts for approximately 1,075 feet on the south side of Orwood Road, approximately 3,000 feet east

¹ Not addressed by the plans submitted by the applicant are two existing residences on APN 015-180-001. There is no evidence in County files that approval of a second residence was granted. Apparently it was the County's understanding that the small older residence was to be removed (or converted to another use). AGENDA ITEM -- K-7

of the Orwood Road/Bixler Road intersection. The property is located in the NE1/4 Section 14, T1N, R32, Mt. Diablo B&M, and is addressed 4451 Orwood Road, in the Brentwood area.

The Initial Study identifies potential biologic, cultural resource and geologic impacts and proposes measures to reduce the impacts to less-than-significant. The project proponent has submitted a letter agreeing to the mitigation measures. A copy of the mitigated negative declaration and all documents referenced in the mitigated negative declaration may be reviewed in the offices of the Department of Conservation and Development, at the Application and Permit Center, located at the McBrien Administration Building, North Wing, Second Floor, 651 Pine Street, Martinez, during normal business hours.

Public Comment Period - The period for accepting comments on the adequacy of the environmental documents extends to *5:00 P.M., Friday, April 8, 2011*. Any comments should be in writing and submitted to the following address:

Name: LASHUN CROSS
Department of Conservation and Development
Community Development Division
Contra Costa County
651 Pine Street, North Wing, 4th Floor
Martinez, CA 94553

It is anticipated that the proposed Mitigated Negative Declaration will be considered for adoption at a meeting of the Zoning Administrator tentatively in June of 2011. The hearing is anticipated to be held at the McBrien Administration Building, Room 107, Pine and Escobar Streets, Martinez. It is expected that the Zoning Administrator will also conduct a hearing on the Mitigation Monitoring Plan and application at that same meeting.


LASHUN CROSS
Senior Planner

cc: County Clerk's Office (2 copies)