



# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

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

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

Wednesday March 7, 2012

REGULAR MEETING 7:00 P.M.

1800 Willow Lake Road, Discovery Bay, California

Website address: [www.todb.ca.gov](http://www.todb.ca.gov)

**REGULAR MEETING 7:00 P.M.**

**A. ROLL CALL AND PLEDGE OF ALLEGIANCE**

1. Call business meeting to order 7:00 p.m.
2. Pledge of Allegiance led by Girl Scouts of the USA
3. Roll Call

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

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

**C. PRESENTATIONS**

1. Proclamation to the Girl Scouts of the USA

**D. AREA AGENCIES REPORTS / PRESENTATION**

1. SHERIFF'S OFFICE REPORT
2. FIRE DISTRICT REPORT
3. EAST CONTRA COSTA FIRE PROTECTION DISTRICT REPORT
4. SUPERVISOR MARY PIEPHO, DISTRICT III REPORT

**E. COMMITTEE/LIAISON REPORTS**

1. Trans-Plan Report
2. County Planning Commission Report
3. Code Enforcement Report
4. Special Districts Report\*\*

\*\*These meetings are held Quarterly

**F. CONSENT CALENDAR**

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

1. Minutes of previous Regular meeting dated February 15, 2012
2. Minutes of previous Special meeting dated February 29, 2012
3. District Invoices
4. Adopt and Approve Resolution 2012-06 - Contra Costa Stakeholders Regarding the Bay-Delta
5. Consideration and Approval of Overnight camping request and fee waiver for "Great American Campout" event at Cornell Park on June 23, 2012 and June 24, 2012
6. Information on CPRS Branding Initiative "Parks Make Life Better" and authorization for Policy Agreement to use branding logo
7. Authorization to waive reservation fees for the Brentwood Pony League's 2012 seasonal use of Cornell Park baseball field

**G. NEW BUSINESS AND ACTION ITEMS**

1. Adoption of the FY 2012-2013 Budget Calendar
2. Award of contract to Vintage Contractors for Regatta Park Basketball Surfacing
3. Award of contract to Stockton Fence & Material Co. for Cornell Park Tennis Court Chain Link Fence Replacement Project
4. Award of contract to Odyssey Landscaping, Inc. for RFP #12-01, Cornell Park Horse Shoe Pits
5. Approve Town of Discovery Bay Community Services District Job Descriptions
6. Town of Discovery Bay Fiscal Year 2011-12 Operating and Capital Budget Mid Year Summary Report

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

**I. MANAGER'S REPORT**

**J. GENERAL MANAGER'S REPORT**

**K. DISTRICT LEGAL COUNSEL REPORT**

1. Board Vacancy: Discussion and possible action

**L. COMMITTEE UPDATES**

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

1. R – State Route 4 Bypass Authority meeting Minutes from January 12, 2012
2. R – Byron Municipal Advisory Council meeting Minutes from January 19, 2012

**N. PUBLIC RECORD REQUESTS RECEIVED**

1. Request from Professional Finders –Financial and Property Tax Overpayment Information etc. – Request date February 5, 2012
2. Request from William Richardson – Water Master Plan – Request date February 12, 2012
3. Request from Brian Dawson – Board Vacancy. – Request date February 23, 2012

**O. FUTURE AGENDA ITEMS**

**P. ADJOURNMENT**

1. Adjourn to the next regular meeting on March 21, 2012 at 1800 Willow Lake Rd – Located behind the Delta Community Presbyterian Church.

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

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



# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

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

MINUTES OF THE REGULAR MEETING OF  
THE BOARD OF DIRECTORS OF THE  
TOWN OF DISCOVERY BAY CSD  
Wednesday February 15, 2012  
REGULAR MEETING 7:00 P.M.  
1800 Willow Lake Road, Discovery Bay, California  
Website address: [www.todb.ca.gov](http://www.todb.ca.gov)

## REGULAR MEETING 7:00 P.M.

### A. ROLL CALL AND PLEDGE OF ALLEGIANCE

1. Call to Order – 7:00 p.m. by President Steele
2. Pledge of Allegiance – Led by President Steele
3. Roll Call – All Present

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

There was one (1) Public Comment Speaker

### C. PRESENTATIONS

General Manager Howard – Requested that Veolia Water Project Manager Berney Sadler introduce the Veolia Staff  
Project Manager Berney Sadler – Introduced the staff for Veolia Water of Discovery Bay

### D. PRESIDENT REPORT AND DIRECTORS' COMMENTS

President Steele – Provided a plaque to Kevin Graves on behalf of the Town of Discovery Bay CSD in recognition of his term as President and for his leadership for the Town of Discovery Bay.

Vice-President Graves – Provided his report and the details of the East Contra Costa County Fire Protection District meeting dated February 6, 2012. He also provided his report and the details of the East Contra Costa County Transplan Committee meeting dated February 9, 2012.

### E. CONSENT CALENDAR

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

1. Minutes of previous Regular Meeting dated February 1, 2012
2. Minutes of previous Special Meeting (6:00) dated February 8, 2012
3. Minutes of previous Special Meeting (6:30) dated February 8, 2012
4. District Invoices
5. District Financials

Motion by: Director Simon to approve the Consent Calendar

Second by: Director Tetreault

Vote: Motion carried – AYES: 4, NOES: 0

### F. NEW BUSINESS AND ACTION ITEMS

1. Establish the Investment Oversight Ad-Hoc Committee

General Manager Howard – Provided the details of Item F-1

Motion by: President Steele to recommend that he and Director Simon serve on the Investment Oversight Ad-Hoc Committee

Second by: Director Tetreault

Vote: Motion carried – AYES: 4, NOES: 0

**2. Establish Recreation Ad-Hoc Committee**

**General Manager Howard** – Provided the details of Item F-2

There was discussion between the General Manager and the Board

**Legal Counsel Schroeder** - Made a suggestion to approve the establishment of the Recreation Ad-Hoc Committee and hold off on appointment until there is a full Board

**Motion by:** Director Simon to establish the Recreation Ad-Hoc Committee

**Second by:** Vice-President Graves

**Vote:** Motion carried – AYES: 4, NOES: 0

**3. Award of contract to Vintage Contractors for Cornell Park Tennis Courts Resurfacing**

**General Manager Howard** – Provided the details of Item F-3

There was discussion between the General Manager, the Parks and Landscape Manager, and the Board

**Motion by:** Vice-President Graves to accept the Proposal as presented

**Second by:** Director Simon

**Vote:** Motion carried – AYES: 4, NOES: 0

**4. Award Base Bid to the Lowest Responsive Bidder, Conco West, for Dewatering Project in the amount of \$899,800**

**General Manager Howard** – Provided the details of Item F-4

**Motion by:** Director Tetreault to accept the Bid for \$899,800

**Second by:** Director Simon

**Vote:** Motion carried – AYES: 4, NOES: 0

**5. Approve Contract with EnerPower Inc. for Utility Rate Analysis Services**

**General Manager Howard** – Provided the details of Item F-5

**John Ryan, President of EnerPower** – Provided additional details of Item F-5

There was discussion between the President of EnerPower, the General Manager, the Water and Wastewater Manager, and the Board

**Motion by:** Director Tetreault to accept the Contract for Utility Rate Analysis Services

**Second by:** Vice-President Graves

**Vote:** Motion carried – AYES: 4, NOES: 0

**G. VEOLIA REPORT**

**Project Manager Berney Sadler** – Provided the details of the January 2012 Monthly Operations Report.

There was a discussion between the General Manager, the Water and Wastewater Manager, and the Board

**H. MANAGER'S REPORTS**

None

**I. GENERAL MANAGER'S REPORT**

**General Manager Howard** – Reminding the Board that Monday, February 20, 2012 is a Holiday and the Town of Discovery Bay CSD Offices will be closed. Moving forward with the Earth Day Program, which will take place at Slifer Park on April 21, 2012.

**J. DISTRICT LEGAL COUNSEL REPORT**

**4. Board Vacancy: Discussion and possible action**

**Legal Counsel Schroeder** – Provided the details of Item J-1

There was discussion between the Board and Legal Counsel

**Motion by:** Vice-President Graves to move forward with an appointment for that seat to occur within the timeframe allotted in order to best bring matters to the Public in a full Board as we are charged

The discussion continued between the Board and Legal Counsel

**Legal Counsel Schroeder** – Recommendation is to direct Staff to provide notice that the Board is looking for people who are interested in being appointed to fill the vacancy, set a timeline, March 7, 2012 meeting and at that meeting make the determination that there is enough applicants for the vacancy

**Motion withdrawn by:** Vice-President Graves

**Motion by:** Vice-President Graves to direct Staff to make an announcement to the Public to present the Board with resumes and be present at the March 7, 2012 meeting and to be available for questions

**Second by:** Director Simon

**Vote:** Motion carried – AYES: 4, NOES: 0

**K. COMMITTEE UPDATES**

None

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

1. R – Contra Costa County Aviation Advisory Committee meeting Minutes for October 13, 2011
2. R – Letter to Mr. Mohammad Farhad from Veolia regarding SSO at 1413 and 1245 Willow Lake Road
3. R – Transplan Committee meeting Minutes for January 12, 2012
4. R – Letter from Supervisor Piepho – Board Orders from 1.24.12 Meeting dated February 2, 2012
5. R – Flyer - Levee Vegetation Research Symposium held in Sacramento on August 28-30, 2012

**M. PUBLIC RECORD REQUESTS RECEIVED**

None

**N. FUTURE AGENDA ITEMS**

None

**O. ADJOURNMENT**

The meeting adjourned at 7:51 p.m. to next Regular meeting of March 7, 2012 starting at 7:00pm at 1800 Willow Lake Road-Located behind the Delta Community Presbyterian Church.

For the Audio of this meeting please visit our Website at

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

//cmc – 02.22.12

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# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

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

MINUTES OF A SPECIAL MEETING OF THE  
BOARD OF DIRECTORS OF THE  
TOWN OF DISCOVERY BAY CSD  
Wednesday February 29, 2012  
1800 Willow Lake Road, Discovery Bay, California  
SPECIAL MEETING 7:00 P.M.  
Website address: [www.todb.ca.gov](http://www.todb.ca.gov)

## SPECIAL MEETING AT 7:00 P.M.

### A. ROLL CALL

Call to Order – 7:00 p.m. by President Steele  
Roll Call – All Present

### B. PUBLIC COMMENT

None

### C. OPEN SESSION DISCLOSURE OF CLOSED SESSION AGENDA

(Government Code Section 54957.7)

Legal Counsel Rod Atterbery – The Board adjourned into Closed Session, Conference with Legal Counsel, in accordance with Government Code Section 54956.9 – 1 potential case

### D. CLOSED SESSION

#### 1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to subdivision (c) of Section 54956.9 of the Government Code: 1 potential case

### E. RETURN TO OPEN SESSION; REPORT ON CLOSED SESSION

(Government Code Section 54957.1)

Legal Counsel Rod Atterbery – Returning from Closed Session in accordance with Government Code Section 54956.9 – No reportable action

### F. ADJOURNMENT

The meeting adjourned at 7:45 p.m. to the regular meeting on March 7, 2012 at 1800 Willow Lake Rd

For the Audio of this meeting please visit our Website at

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

//cmc – 03.01.12



**Town of Discovery Bay**  
*"A Community Services District"*  
**AGENDA REPORT**

**Meeting Date**

March 07, 2012

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

**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** \$212,153.26

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

**Prog/Fund #** See listing of invoices. **Category:** Operating Expenses and Capital Improvements

**Previous Relevant Board Actions for This Item**

**Attachments**

Request For Authorization to Pay Invoices for the Town of Discovery Bay CSD 2011/2012

Request For Authorization to Pay Invoices for the Discovery Bay Lighting & Landscape District # 8 2011/2012

Request For Authorization to Pay Invoices for the Discovery Bay Lighting & Landscape District # 9 2011/2012

**AGENDA ITEM: F-3**

Request for authorization to pay invoices (RFA)  
 For the Meeting on March 07, 2012  
 Town of Discovery Bay CSD  
 For Fiscal Year's 7/11 - 6/12

Acct Code						
1	7001	Express Employment	Inv# 10630402-5, dtd 2/1/12	Admin Asst		\$232.32
	7952	Express Employment	Inv# 10630402-5, dtd 2/1/12	Admin Asst	(#8 - #2310)	\$329.12
	7952	Express Employment	Inv# 10630402-5, dtd 2/1/12	Admin Asst	(#9 - #2310)	\$58.08
	7952	Express Employment	Inv# 10630402-5, dtd 2/1/12	Admin Asst	(#35 - #2310)	\$29.04
	7952	Express Employment	Inv# 10630402-5, dtd 2/1/12	Admin Asst	(#57 - #2310)	\$29.04
	7952	Express Employment	Inv# 10630402-5, dtd 2/1/12	Admin Asst	(#61 - #2310)	\$67.76
	7952	Express Employment	Inv# 10630402-5, dtd 2/1/12	Admin Asst	(#P&R - #2310)	\$29.04
2	7001	Express Employment	Inv# 10653788-9, dtd 2/08/12	Admin Asst		\$96.80
	7952	Express Employment	Inv# 10653788-9, dtd 2/08/12	Admin Asst	(#35 - #2310)	\$38.72
	7952	Express Employment	Inv# 10653788-9, dtd 2/08/12	Admin Asst	(#57 - #2310)	\$48.40
	7952	Express Employment	Inv# 10653788-9, dtd 2/08/12	Admin Asst	(#61 - #2310)	\$19.36
	7952	Express Employment	Inv# 10653788-9, dtd 2/08/12	Admin Asst	(#P&R - #2310)	\$29.04
3	7001	Express Employment	Inv# 10677749-3, dtd 2/15/12	Admin Asst		\$96.80
	7952	Express Employment	Inv# 10677749-3, dtd 2/15/12	Admin Asst	(#57 - #2310)	\$48.40
	7952	Express Employment	Inv# 10677749-3, dtd 2/15/12	Admin Asst	(#P&R - #2310)	\$48.40
					<b>Sub-Total</b>	<b>\$1,200.32</b>
4	7011	RellaStar	Inv#JR52 457(b) Benefits for 02/16-02/31/12			\$1,128.05
	7024	RellaStar	Inv#JR52 457(b) Benefits for 02/16-02/31/12			\$288.49
					<b>Sub-Total</b>	<b>\$1,416.54</b>
5	7011	SDRMA	Inv#0010890-IN, dtd 02/07/12	Employee Medical Benefits	March 2012	\$1,712.61
	7024	SDRMA	Inv#0010890-IN, dtd 02/07/12	Employee Medical Benefits	March 2012	\$570.87
					<b>Sub-Total</b>	<b>\$2,283.48</b>
6	7011	SDRMA	Inv#0010931-IN, dtd 03/01/12	Employee Ancillary Benefits	March 2012	\$409.50
	7024	SDRMA	Inv#0010931-IN, dtd 03/01/12	Employee Ancillary Benefits	March 2012	\$78.78
					<b>Sub-Total</b>	<b>\$488.28</b>
7	7101	Brian Dawson	Expense Report for Feb 2012, dtd 2/22/12			\$100.00
8	7101	Kevin Graves	Expense Report for Feb 2012, dtd 2/28/12			\$600.00
	7102	Kevin Graves	Expense Report for Feb 2012, dtd 2/28/12			\$54.39
					<b>Sub-Total</b>	<b>\$654.39</b>
9	7101	Mark Simon	Expense Report for Feb 2012, dtd 2/29/12			\$500.00
10	7101	V. Chris Steele	Expense Report for Feb 2012, dtd 2/29/12			\$600.00
11	7101	Ray Tetreault	Expense Report for Feb 2012, dtd 2/29/12			\$500.00
12	7205	Neumiller & Beardslee	Inv# 246552, dtd 2/15/12	Services through 1/31/12		\$193.50
13	7210	Big Dog Computer	Inv# 20090930-21, dtd 2/27/12	Various computer work done		\$1,438.75
	7670	Big Dog Computer	Inv# 20090930-21, dtd 2/27/12	Various computer work done		\$149.95
					<b>Sub-Total</b>	<b>\$1,588.70</b>
14	7210	County Clerk CCC	Notice of Exemption for Solar Slab #3 Project			\$50.00
15	7210	Luhdorff & Scalmanini	Inv# 27557, dtd 01/29/12	Water Contour Map		\$205.50
16	7210	Luhdorff & Scalmanini	Inv# 27560, dtd 01/29/12	Well Efficiency Testing 2011		\$1,781.00
17	7210	Luhdorff & Scalmanini	Inv# 27571, dtd 01/29/12	Well Efficiency Testing 2011		\$6,378.75
					<b>Sub-Total</b>	<b>\$8,365.25</b>
18	7215	Veolia Water	Inv# 00012440, dtd 03/01/12	O&M Contract for March 2012		\$94,744.15
19	7301	American Retrofit Systems	Inv# 195, dtd 02/14/12	L Only - reset chamber B mole		\$200.00
20	7301	American Retrofit Systems	Inv# 196, dtd 02/15/12	L Only - replace VFD for exhaust fan 10 / Ch B		\$450.00
21	7301	American Retrofit Systems	Inv# 199, dtd 02/29/12	L Only - trouble shoot bio chamber controls		\$200.00
22	7630	American Retrofit Systems	Inv# 200, dtd 02/28/12	L&M - Repair bath fan & run cat5 cable		\$225.00
23	7301	American Retrofit Systems	Inv# 201, dtd 02/29/12	L Only - trace and rewire elec for auto start		\$300.00
					<b>Sub-Total</b>	<b>\$1,375.00</b>
24	7301	Hach	Inv# 7625453, dtd 2/16/12	Annual Maintenance for NTU Sensor		\$3,238.70
25	7301	LEC Corp	Inv# 1222, dtd 1/16/12	Dive Assessment of water tanks		\$77.10
26	7305	Shape, Inc.	Inv# 116694, dtd 02/14/12	Pump repair parts for lift station		\$2,522.30
27	7305	Shape, Inc.	Inv# 116695, dtd 02/14/12	Pump repair labor for lift station		\$475.00
					<b>Sub-Total</b>	<b>\$2,997.30</b>
28	7312	Veolia	Inv# 00011826, dtd 2/20/12	M&R For January 2012		\$1,361.82
	7685	Veolia	Inv# 00011826, dtd 2/20/12	M&R For January 2012		\$4,110.44



Request for authorization to pay invoices (RFA)  
 For the Meeting on March 07, 2012  
 Town of Discovery Bay CSD  
 For Fiscal Year's 7/11 - 6/12

Acct Code			Sub-Total	\$5,472.26
29	7330	Ashland Inv# 95786249, dtd 02/17/12 Praestol		\$3,977.21
30	7330	Univar Inv# SJ272024, dtd 2/21/12 Chemicals for Willow Lake Site		\$1,392.20
31	7330	Univar Inv# SJ272025, dtd 2/21/12 Chemicals for Newport Site		\$1,646.59
			Sub-Total	\$3,038.79
32	7410	Ricoh Inv# 414540552, dtd 02/01/12 Copier Maintenance		\$377.71
33	7414	Freedom Mailing Services, Inc. Inv# 20126, dtd 2/13/12 Bill Processing		\$930.72
34	7420	MailFinance Inv# N3106484, dtd 02/16/12 Postage machine rental for 03/19-04/18/12		\$69.53
35	7420	Neopost Acct# xxxx-xxxx-xxxx-4658, Closing Date 2/05/12 Postage		\$52.01
36	7420	USPS 2/28/12 To refill postage due account at Post Office		\$100.00
37	7430	Office Depot Inv# 597828131001, dtd 02/12/12 Office Supplies		\$176.92
38	7430	Office Depot Inv# 598689562001, dtd 02/17/12 Office Supplies		\$33.12
39	7430	Office Depot Inv# 597828291001, dtd 02/13/12 Office Supplies		\$193.86
	7680	Office Depot Inv# 597828291001, dtd 02/13/12 File Cabinet		\$110.24
			Sub-Total	\$514.14
40	7460	Costco Membership Renewal for April 2012 1 year (\$110.00 - \$56.50 Reward)		\$53.50
41	7490	Aaron Goldsworthy Expense Report dtd 2/15/12 Mileage to classes for Water Cert		\$57.17
42	7510	CCC Dept of Info Tech Inv# 7328, dtd 2/13/12		\$39.15
		<u>WATER</u>		
43	7535	PG&E / Acct# 2943721807-5 Newport WTP	01/12/12-02/09/12	\$7,162.12
44	7535	PG&E / Acct# 2990602600-9 Willow Lake WTP	01/11/12-02/08/12	\$3,143.80
45	7535	PG&E / Acct# 3349549227-5 Well #3 DB Blvd & Edgeview	01/10/12-02/08/12	\$24.77
46	7535	PG&E / Acct# 6760524303-8 Irr. Controller (Newport @ Well 4A)	01/11/12-02/09/12	\$15.64
47	7535	PG&E / Acct# 7068319849-6 Well #5	01/09/12-02/07/12	\$4,063.05
48	7535	PG&E / Acct# 8351173112-3 Well #2	01/11/12-02/08/12	\$794.74
49	7535	PG&E / Acct# 8609981202-5 Well #1 (Gas)	01/10/12-02/08/12	\$43.74
50	7535	PG&E / Acct# 8651647866-5 Well #1	01/10/12-02/08/12	\$1,605.46
			Sub-Total	\$16,853.32
		<u>SEWER</u>		
51	7537	PG&E / Acct# 0631986334-3 Newport Lift Station	01/12/12-02/09/12	\$2,016.84
52	7537	PG&E / Acct# 1182741894-5 Pump Station D	01/10/12-02/08/12	\$136.81
53	7537	PG&E / Acct# 1318320217-8 Pump Station A	01/10/12-02/08/12	\$46.87
54	7537	PG&E / Acct# 2068717691-5 Pump Station G	01/11/12-02/09/12	\$25.76
55	7537	PG&E / Acct# 2172798825-1 Pump Station R	01/11/12-02/09/12	\$56.56
56	7537	PG&E / Acct# 2527523613-8 Pump Station S	01/12/12-02/10/12	\$270.43
57	7537	PG&E / Acct# 3016215915-3 Pump Station F	01/09/12-02/07/12	\$438.74
58	7537	PG&E / Acct# 3101013157-6 Lakes 4 Lift Station	01/10/12-02/08/12	\$95.62
59	7537	PG&E / Acct# 3497478293-9 Lakeshore Lift Station	01/09/12-02/07/12	\$430.94
60	7537	PG&E / Acct# 3881134135-3 WWTP #1	01/11/12-02/09/12	\$4,835.42
61	7537	PG&E / Acct# 4193709211-6 Pump Station C	01/12/12-02/09/12	\$49.00
62	7537	PG&E / Acct# 4201000159-4 Golf Course Valve Station	01/12/12-02/10/12	\$455.19
63	7537	PG&E / Acct# 4225081240-3 Disc WWTP & Pump Station W	01/11/12-02/09/12	\$32.79
64	7537	PG&E / Acct# 4516230421-1 Pump Station H	01/10/12-02/08/12	\$23.60
65	7537	PG&E / Acct# 7234986505-4 Pump Station J	01/11/12-02/08/12	\$225.11
66	7537	PG&E / Acct# 7312115758-7 SS/HWY 4 E/Disco Bay Blvd W/O Bridge	01/11/12-02/09/12	\$15,502.53
67	7537	PG&E / Acct# 7630923070-4 Pump Station E	01/09/12-02/07/12	\$228.06
68	7537	PG&E / Acct# 8343916134-6 Fern Ridge Circle/Hofmann	01/07/12-02/06/12	\$633.43
69	7537	PG&E / Acct# 8440119997-5 Knightsen School Pump Station	01/10/12-02/08/12	\$27.65
			Sub-Total	\$25,531.35
70	7670	Caselle, Inc. Inv# 41319, dtd 2/15/12 GL Excel Add in w/discount		\$750.00
71	7825	CCC Public Works Dept. Inv# 916348, dtd 1/20/12 Various Encroachment Permits		\$1,180.53
	7952	CCC Public Works Dept. Inv# 916348, dtd 1/20/12 Various Encroachment Permi (#8 - 4829)		\$675.71
			Sub-Total	\$1,856.24
72	7950	Shred-it Inv# 9400073846, dtd 2/14/12 Shredding Service on 2/09/12		\$64.26
73	7952	Bruce Jelt Assoc. Inv# 15842R, Dtd 12/27/11 Dog Park Study		\$308.80
74	7952	Discovery Bay Des'gns Inv# 776, dtd 2/22/12 Jacket for Director/resigned		\$81.17

Request for authorization to pay invoices (RFA)  
 For the Meeting on March 07, 2012  
 Town of Discovery Bay CSD  
 For Fiscal Year's 7/11 - 6/12

<b>Acct Code</b>						
75	7952	Gates & Assoc. Inv# 33505, dtd 2/08/12	Regatta Basketball Court	(#57- 2310)		\$1,050.45
76	7952	Odyssey Landscape Inv# 36036783, dtd 01/30/12	Irrigation repairs	(Z-61 #2282)		\$875.00
77	7952	Odyssey Landscape Inv# 36035804, dtd 02/20/12	Monthly Maintenance	(Z-35 #2282)		\$215.00
	7952	Odyssey Landscape Inv# 36035804, dtd 02/20/12	Monthly Maintenance	(Z-57 #2282)		\$2,635.00
	7952	Odyssey Landscape Inv# 36035804, dtd 02/20/12	Monthly Maintenance	(Z-61 #2282)		\$4,280.00
				<b>Sub-Total</b>		<b>\$8,005.00</b>
78	7952	Ross Recreation Inv# 90729, dtd 10/28/11	Paid twice in error - check returned	(Z-61 #2282)		(\$2,164.42)
79	7952	Watersavers Irrigation Inc. Inv# I1133335, dtd 02/17/12	Misc Irrigation Parts	(Z-61 #2282)		\$4,306.38
				<b>Total TODB</b>		<b>\$191,697.45</b>
<b>Caselle Utility Account</b>						
1	7951	Refund for overpayment on Acct# 1-011-400-082-1.01				\$18.17
2	7951	Refund for overpayment on Acct# 1-011-610-044-7.01				\$30.10
				<b>Total Caselle Account</b>		<b>\$48.27</b>
				<b>GRAND TOTAL TODB</b>		<b>\$191,745.72</b>

**Request For Authorization To Pay Invoices (RFA)  
For the Meeting on March 07, 2012  
Town of Discovery Bay, D.Bay L&L Park #8  
For Fiscal Year's 7/11 - 6/12**

Acct Code			
1	2120	PG&E / Acct# 0869258994-1 (Sprink Contr) DB Blvd. & Willow Lake	01/10/12-02/08/12 \$15.64
2	2120	PG&E / Acct# 2068897992-9 DB Blvd across from 510	01/11/12-02/09/12 \$152.86
3	2120	PG&E / Acct# 2249446019-3 (Sprinkler) Disco Point, Tr #4077, Lot 71	01/10/12-02/08/12 \$16.22
4	2120	PG&E / Acct# 2800977208-9 (Irrig Contr) 9295Beacon Pl @ Str Lite	01/11/12-02/09/12 \$16.36
5	2120	PG&E / Acct# 3736907925-8 (Sprink Contr) E/S Edgview Dr N/O DB Blvd	01/10/12-02/08/12 \$15.64
6	2120	PG&E / Acct# 4111412785-9 (Sprink Contr) DB Blvd & Seal Way	01/10/12-02/08/12 \$15.64
7	2120	PG&E / Acct# 4455555569-5 (Sprinkler) Disco Point, Tr #3653, Lot 17	01/10/12-02/08/12 \$16.22
8	2120	PG&E / Acct# 5465914049-2 (Sprinkler) DB Blvd. & Spinnaker	01/10/12-02/08/12 \$15.64
9	2120	PG&E / Acct# 5939734421-5 PG&E Owned Street & Highway Lighting	01/18/12-02/15/12 \$6,262.66
10	2120	PG&E / Acct# 7135420365-6 (Sprinkler) Disco Point, Tr# 4077, Lot 65	01/10/12-02/08/12 \$16.22
11	2120	PG&E / Acct# 7452568975-3 (Sprink Contr) S/E cnr DB Blvd & Willow Lk	01/10/12-02/08/12 \$15.64
12	2120	PG&E / Acct# 7696548482-7 (Sprinkler) DB Blvd, Tr# 4178, Lot 5	01/10/12-02/08/12 \$16.22
13	2120	PG&E / Acct# 8009270258-0 @ Clipper Dr w/o Cove Ct 7723 Marina Dr	01/10/12-02/08/12 \$31.28
14	2120	PG&E / Acct# 8101346815-2 (Irrig Contr) Newport Dr. w/o Pier Ct	01/10/12-02/08/12 \$15.64
15	2120	PG&E / Acct# 8163719795-5 (Irrig Contr) 9271 Newport Dr @ Str. Lite	01/11/12-02/09/12 \$16.36
16	2120	PG&E / Acct# 8167536097-8 (Irrig Contr) @ Clipper Dr	01/10/12-02/08/12 \$15.64
17	2120	PG&E / Acct# 8399010651-6 (Sprink Contr) Willow Lake Ct, Lot 31	01/11/12-02/09/12 \$16.22
18	2120	PG&E / Acct# 8400813429-2 (Sprinkler) Laguna Ct, Tr# 4076, Lot 18	01/10/12-02/08/12 \$16.22
19	2120	PG&E / Acct# 8545920147-2 (Lites & Sprinklers) 2489 'A' DB Blvd.	01/10/12-02/08/12 \$110.08
			<b>Sub-Total \$6,796.40</b>
20	2270	Brentwood Tire Co. Inv# 24481, dtd 02/10/12 Repair Landscape Mower	\$66.69
21	2282	American Retrofit Systems Inv# 187, dtd 2/03/12 L&M to install ballast @ Cornell	\$175.00
22	2271	American Retrofit Systems Inv# 194, dtd 2/14/12 L Only to install 2 roof lighs on trucks	\$250.00
	4853	American Retrofit Systems Inv# 194, dtd 2/14/12 L Only to install 2 roof lighs on trucks	\$250.00
23	2282	American Retrofit Systems Inv# 198, dtd 2/15/12 L Only to rig lights for entrance & demo	\$150.00
			<b>Sub-Total \$825.00</b>
24	2282	Hein Lighting Inv# 38689, dtd 2/22/12 Change out light bulb	\$574.00
25	2282	Valley Crest Inv# 3996991, dtd 02/10/12 Maintenance for February	\$8,457.00
26	2310	Express Employment Inv# 10653788-9, dtd 2/08/12 Admin Asst.	\$290.40
27	2310	Express Employment Inv# 10677749-3, dtd 2/15/12 Admin Asst.	\$338.80
			<b>Sub-Total \$629.20</b>
28	4829	Brentwood Reprographics Inv# 2012-0350, dtd 1/30/12 Hwy 4 Landscape	\$36.37
<b>TOTAL</b>			<b>\$17,384.66</b>

Request For Authorization To Pay Invoices (RFA)  
 For the Meeting on March 7, 2012  
 Town of Discovery Bay, D.Bay L&L Park #9 (Ravenswood)  
 For Fiscal Year's 7/11 - 6/12

Acct Code					
1	2120	PG&E / Acct# 0403377952-3	1445 Cullen Dr (Irrig Ctrlr)	01/10/12-02/08/12	\$23.31
2	2120	PG&E / Acct# 1066166716-1	829 Poe Dr. (Irrig Ctrlr)	01/10/12-02/08/12	\$11.30
3	2120	PG&E / Acct# 7705163630-4	1738 Wilde Dr. (Irrig Ctrlr)	01/10/12-02/08/12	\$11.59
				Sub-total	\$46.20
4	2282	Odyssey Landscape	Inv# 36036804, dtd 2/20/12	Monthly Maintenance	\$2,725.00
5	2310	Express Employment	Inv# 10653788-9, dtd 02/08/12	Admin Asst	\$251.68
				<b>Total</b>	<b>\$3,022.88</b>



# Town of Discovery Bay

*"A Community Services District"*

## AGENDA REPORT

Meeting Date

March 7, 2012

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

### Agenda Title

Adopt and Approve Resolution 2012-06 Contra Costa Stakeholders Regarding the Bay-Delta

### Recommended Action

It is recommended that the Board of Directors Adopt and Approve Resolution 2012-06 Contra Costa Stakeholders Regarding the Bay-Delta

### Executive Summary

The Town of Discovery Bay CSD is in support of a joint resolution establishing a "Contra Costa County Delta Stakeholders Coalition" for the purpose of articulating and advocating mutual interests on Bay-Delta issues.

On February 2, 2012, the Contra Costa County Mayors' Conference voted unanimously to support the joint resolution. On February 7, 2012 the Contra Costa County Board of Supervisors also unanimously adopted the resolution. The support of the Town of Discovery Bay CSD would add strength to the coalition by providing a more unified voice for Contra Costa County, in the discussions and actions on important Bay-Delta matters.

The San Francisco Bay and the Sacramento-San Joaquin Delta ("the Delta") are at risk from many factors. The State is proposing large-scale changes to water conveyance through and around the Delta to address state-wide water supply needs, changes to the Delta ecosystem to address declining ecosystem health and fish populations, changes to land use authority within the Delta, changes to water rights, statewide water management and many other aspects related to the Delta that will impact the entire state.

A coalition of Contra Costa County Delta Stakeholders can collectively articulate the issues and interests from the perspective of the Bay-Delta region itself, from the people who call the Bay-Delta home and best understand the tremendous resource it represents. This coalition will resolve to work together to defend Bay-Delta related interests at a regional perspective and to use our unified voice to advocate on behalf of local government in available forums at all levels, consistent with the articulated principles of mutual interest.

It is recommended that Resolution 2012-06 be approved at this time.

### Fiscal Impact:

Amount Requested \$N/A

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

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

### Previous Relevant Board Actions for This Item

N/A

### Attachments

Letter and Resolution from Contra Costa County Board of Supervisors - Joint Resolution of Contra Costa Stakeholders regarding the Bay-Delta dated February 15, 2012  
Resolution 2012-06

AGENDA ITEM: F-4

**The Board of Supervisors**

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

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

**Contra  
Costa  
County**



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

February 15, 2012

Contra Costa Mayors, Special District Board Chairs, and Others in the Bay-Delta Region

**RE: JOINT RESOLUTION OF CONTRA COSTA STAKEHOLDERS REGARDING THE BAY-DELTA**

=====

As Chair of the Board of Supervisors of Contra Costa County, I write to urge your support of a joint resolution establishing a "Contra Costa County Delta Stakeholders Coalition" for the purpose of articulating and advocating mutual interests on Bay-Delta issues.

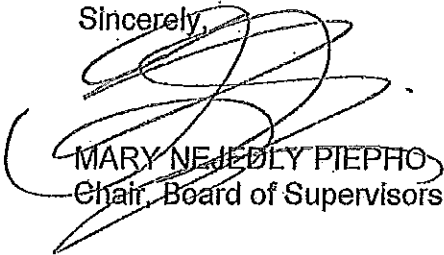
On February 2, 2012, the Contra Costa County Mayors' Conference voted unanimously to support the joint resolution (a copy of which is attached). On February 7, 2012 the Contra Costa County Board of Supervisors also unanimously adopted the resolution. The support of your city or special district would add strength to the coalition by providing a more unified voice for Contra Costa County, in the discussions and actions on important Bay-Delta matters.

As you know, the San Francisco Bay and the Sacramento-San Joaquin Delta ("the Delta") are at risk from many factors. The State is proposing large-scale changes to water conveyance through and around the Delta to address state-wide water supply needs, changes to the Delta ecosystem to address declining ecosystem health and fish populations, changes to land use authority within the Delta, changes to water rights, statewide water management and many other aspects related to the Delta that will impact the entire state.

A coalition of Contra Costa County Delta Stakeholders can collectively articulate the issues and interests from the perspective of the Bay-Delta region itself, from the people who call the Bay-Delta home and best understand the tremendous resource it represents. This coalition will resolve to work together to defend Bay-Delta related interests at a regional perspective and to use our unified voice to advocate on behalf of local government in available forums at all levels, consistent with the articulated principles of mutual interest.

To conclude, I respectfully request your support and adoption of this resolution and encourage your future active and collaborative participation as a stakeholder in these critical Bay-Delta issues of mutual concern. Should you wish to discuss this matter or if you require any additional information, please do not hesitate to contact me.

Sincerely,



MARY NEJEDLY PIEPHO  
Chair, Board of Supervisors

*Thank you  
for your leadership  
on this important  
issue!*

*M.*

Attachment

- cc: Contra Costa Congressional Delegation.
- Contra Costa Legislative Delegation
- Members, Contra Costa Board of Supervisors
- Cathy Christian, Nielsen Merksamer
- Delta Counties Coalition
- Contra Costa County Mayors' Conference
- Contra Costa County Cities and Towns
- Contra Costa County Special Districts

*The Board of Supervisors of  
Contra Costa County, California*

In the matter of:

Resolution No. 2012/46

**WATER, ECOSYSTEM HEALTH AND OTHER ISSUES RELATED TO THE SAN FRANCISCO BAY and the SACRAMENTO - SAN JOAQUIN RIVER DELTA**

This Resolution is effective upon passage by the Cities, Towns, the Contra Costa County Board of Supervisors and other interested parties within Contra Costa County ("the County"), including Special Districts and other organizations and agencies, both public and private, hereinafter collectively referred to as "STAKEHOLDERS."

WHEREAS, the San Francisco Bay and the Sacramento-San Joaquin River Delta ("the Delta") are at risk from many factors, and the State is proposing large-scale changes to water conveyance through and around the Delta to address state-wide water supply needs, changes to the Delta ecosystem to address declining ecosystem health and fish populations, changes to land use authority within the Delta, and changes to water rights, statewide water management and many other aspects related to the Delta that will impact the areas in and around the Delta; and,

WHEREAS, each city and town in the County will be adversely impacted by planned actions in the Delta through reduction in water quality and health of the San Francisco Bay-Delta and the resulting increase in stormwater (NPDES) permit requirements; and,

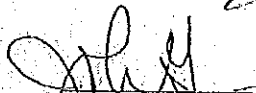
WHEREAS, the STAKEHOLDERS believe there is value in developing a coalition on issues concerning the Delta, its watershed and greater San Francisco Bay/Delta estuary; and,

WHEREAS, the STAKEHOLDERS wish to collectively articulate the issues and interests from the perspective of the Delta region itself, from the people who call the Delta home and best understand the tremendous resource the Delta represents; and,

WHEREAS, the STAKEHOLDERS recognize the efforts and value of the Delta Counties Coalition and a need for joint action and advocacy on Delta-related issues, and have identified mutual interests.

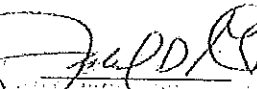
NOW THEREFORE, the Contra Costa County Board of Supervisors, as a STAKEHOLDER, adopts this Resolution for the purpose of articulating mutual interests on Bay-Delta issues. Furthermore, the STAKEHOLDERS resolve to work together to defend Bay-Delta related interests at a regional perspective and to use their unified voice to advocate on behalf of local government in available forums at all levels, consistent with the following principles of mutual interest: 1. Local Government Authority. Recognition of the authority and responsibility given to local government related to land use, urban and agricultural water supply, waste water treatment and recycling, water resource development, flood management, public health and safety, economic development and sustainable growth, agricultural stability, recreation, and environmental protection. 2. Delta Ecosystem. Protection and restoration of a healthy sustainable Delta ecosystem including adequate water quality, inflow and outflow, and water supply, to support fisheries, wildlife and habitat in perpetuity. 3. Existing System Reliability. Support immediate improvements to the existing Through-Delta Conveyance and improvements to protect key regionally important infrastructure, such as trans-Delta aqueducts, as part of a complete strategy for the State's water management and to ensure reliability of the existing water supply system. 4. Delta Outflows. Ensure adequate Delta outflows to San Francisco Bay to support fisheries, wildlife, habitat, water quality and other beneficial uses. 5. Regional Self-Sufficiency. Incorporation of sustainable approaches for improved water supply, water quality and reliability through the overarching principle of regional self-sufficiency to reduce reliance on exports from the Delta and reduce the current impacts on the Bay-Delta ecosystem. 6. Delta Area Communities. Protect the economic viability of industry, recreation, tourism, and agriculture, and the ongoing vitality of communities throughout the Delta and immediately adjacent to the Delta, and along the shoreline of the greater San Francisco Bay-Delta. 7. Fair Representation. Represent and include local government in any new governance structures for the Delta. 8. Flood Protection. Support funding and implementation of urban and non-urban flood protection, at the appropriate level of protection, through rehabilitation, improvement and maintenance of flood control levees and structures.

  
MARY N. PIEPHO  
Chair,  
District III Supervisor

  
JOHN GIOIA  
District I Supervisor

  
KAREN MITCHOFF  
District IV Supervisor

*Absent*  
GAYLE B. UILKEMA  
District II Supervisor

  
FEDERAL D. GLOVER  
District V Supervisor



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: February 7, 2012

David J. Twa,

By Atteem M Boyd Deputy  
Relocation 2012/46



**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 2012-06**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT  
ADOPTING WATER, ECOSYSTEM HEALTH AND OTHER ISSUES RELATED TO THE SAN  
FRANCISCO BAY AND THE SACRAMENTO - SAN JOAQUIN RIVER DELTA**

WHEREAS, This Resolution is effective upon passage by The Town of Discovery Bay Community Services District, hereinafter collectively referred to as "STAKEHOLDERS"

WHEREAS, the San Francisco Bay and the Sacramento-San Joaquin River Delta ("the Delta") are at risk from many factors, and the State is proposing large-scale changes to water conveyance through and around the Delta to address state-wide water supply needs, changes to the Delta ecosystem to address declining ecosystem health and fish populations, changes to land use authority within the Delta, and changes to water rights, statewide water management and many other aspects related to the Delta that will impact the areas in and around the Delta; and,

WHEREAS, The Town of Discovery Bay CSD will be adversely impacted by planned actions in the Delta through reduction in water quality and health of the San Francisco Bay-Delta and the resulting increase in stormwater (NPDES) permit requirements; and,

WHEREAS, the Town of Discovery Bay CSD believe there is value in developing an initiative on issues concerning the Delta, its watershed and greater San Francisco Bay/Delta estuary; and,

WHEREAS, the Town of Discovery Bay CSD wish to collectively articulate the issues and interests from the perspective of the Delta region itself, from the people who call the Delta home and best understand the tremendous resource the Delta represents; and,

WHEREAS, the Town of Discovery Bay CSD recognize the efforts and value of the Delta Counties Coalition and a need for joint action and advocacy on Delta-related issues, and have identified mutual interests.

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

**SECTION 1.** The Town of Discovery Bay CSD, as a STAKEHOLDER, adopts this Resolution for the purpose of articulating mutual interests on Bay-Delta issues. Furthermore, the STAKEHOLDERS resolve to work together to defend Bay-Delta related interests at a regional perspective and to use their unified voice to advocate on behalf of local government in available forums at all levels, consistent with the following principles of mutual interest:

- a. **Local Government Authority.** Recognition of the authority and responsibility given to local government related to land use, urban and agricultural water supply, waste water treatment and recycling, water resource development, flood management, public health and safety, economic development and sustainable growth, agricultural stability, recreation, and environmental protection.
- b. **Delta Ecosystem.** Protection and restoration of a healthy sustainable Delta ecosystem including adequate water quality, inflows and outflow, and water supply, to support fisheries, wildlife and habitat in perpetuity.

c. **Existing System Reliability.** Support immediate improvements to the existing Through-Delta Conveyance and improvements to protect key regionally important infrastructure, such as trans-Delta aqueducts, as part of a complete strategy for the State's water management and to ensure reliability of the existing water supply system.

d. **Delta Outflows.** Ensure adequate Delta outflows to San Francisco Bay to support fisheries, wildlife, habitat, water quality and other beneficial uses.

e. **Regional Self-Sufficiency.** Incorporation of sustainable approaches for improved water supply, water quality and reliability through the overarching principle of regional self-sufficiency to reduce reliance on exports from the Delta and reduce the current impacts on the Bay-Delta ecosystem.

f. **Delta Area Communities.** Protect the economic viability of industry, recreation, tourism, and agriculture, and the ongoing vitality of communities throughout the Delta and immediately adjacent to the Delta, and along the shoreline of the greater San Francisco Bay-Delta.

g. **Fair Representation.** Represent and include local government in any new governance structures for the Delta.

h. **Flood Protection.** Support funding and implementation of urban and non-urban flood protection, at the appropriate level of protection, through rehabilitation, improvement and maintenance of flood control levees and structures.

SECTION 2. The Board Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 7<sup>th</sup> DAY OF March 2012.

---

V. Chris Steele  
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 March 7, 2012, by the following vote of the Board:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

Richard J. Howard  
Board Secretary



# Town of Discovery Bay

*"A Community Services District"*

## AGENDA REPORT

Meeting Date

March 7, 2012

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

### Agenda Title

Consideration and Approval of Overnight camping request and fee waiver for "Great American Campout" event at Cornell Park on June 23, 2012 and June 24, 2012

### Recommended Action

Authorize Overnight Camping and waive reservation fees for the "Great American Campout" event at Cornell Park on June 23, 2012 and June 24, 2012

### Executive Summary

The Delta Sun Times, in partnership with the Mom's Club of Discovery Bay and Boy Scout Troup 514, has presented the Town of Discovery Bay Community Services District (District) Staff with a proposal request to approve an overnight camping event at Cornell Park on June 23, 2012 and June 24, 2012.

This year's "Great American Campout" will be the second for Discovery Bay. The Campout is a nationally recognized event coordinated through the National Wildlife Federation. The Campout not only raises awareness of the benefits of camping as a way to connect people with nature, but it is also an easy way for friends, families and children to sleep under the stars and create memories of outdoor experiences.

Staff has reviewed the request and recommends approval of the overnight event, along with fee waivers, as long as the following conditions are met:

- Event Coordinators will be required to submit a \$100.00 refundable deposit to the District offices at least five (5) days prior to the event. The deposit will be held to ensure proper clean up and disposal.
- Event Coordinators shall not bring in any outside BBQ's without the prior approval and written consent of the General Manager.
- Due to the proximity of resident homes, the Event Coordinators shall either hire a security firm or create a volunteer/parent rotation list for supervision of the camping area from the hours of 10 p.m. to 7a.m.
- There will be no amplified sound.
- There shall be no camping within 100 feet of homes.
- First Aid kits and fire extinguishers (minimum of two (2) each) shall be required to be on site and provided by Event Coordinators for the duration of the campout.
- Event Coordinators shall create and distribute a 'Courtesy Notice' to all homes bordering Cornell Park, at least fourteen (14) days prior to the event date. This notice shall be provided to the District for approval before distribution.
- Event Coordinators shall ensure that all Park Rules are enforced during the event.
- All Campers must have signed a waiver prior to participating in the Great American Campout.

Staff recommends approval of this request.

### Fiscal Impact:

None.

### Previous Relevant Board Actions for This Item

### Attachments

Great American Campout Proposal, Registration Form & Waiver

AGENDA ITEM: F-5



## Discovery Bay's Great American Campout June 23<sup>rd</sup>, 2012

**Hosting Park:** Town of Discovery Bay - Cornell Park

**Set-up:** 4:00 PM, Saturday, June 23

**Break Down and Clean-up:** 10am, Sunday, June 24

### **Organizers & Sponsors:**

- Town of Discovery Bay: will provide park and bathroom
- REI: Will provide free tents, sleeping bags, bed rolls, and BBQ Dinner
- Amanda Dove/Delta Sun Times: Event Captain and Coordinator
- Boy Scout Troop 514: Clean-up and Activities
- Mom's Club of Discovery Bay and MOD Club: Activities and Pancake Breakfast
- Sutter Delta Medical Center: First Aid Tent

### **Security:**

- Sheriff's Dept (Amanda will contact)

### **Waivers:**

All Attendees must have registered their participants with the National Wildlife federation and tape their form to their tent. To register requires signing waiver to hold harmless all parties. (See attached)

### **Rules:**

Regular Park Rules and Laws will be enforced, plus emphasis on

- No amplified sound or megaphones
- No alcohol
- No fires
- No generators
- No loud noise 10pm-8am
- No fighting
- Animals on leash only
- Every participant will be assigned a camp area and is responsible for leaving that space as they found it... "Leave no trace!"
- Happy People Only!

**Anticipated Participation:** 50-200

### **Proposed Activities:**

- Scavenger Hunt
- Sack races
- Sing-a-longs
- Camp-site bedtime tales.
- Pancake breakfast Sunday morning.
- Geocaching
- Egg races
- Bubble Play

### **Campout Committee (proposed – same as 2011):**

- Karen Rarey, REI
- Amanda Dove, Cub Scout Den 8 / Delta Sun Times
- Bill Morganstein, Boy Scout Troop 514
- Kathy Pazdel, President, Mothers of Discovery Bay
- Fairin Perez, Landscape Mgr, Town of Discovery Bay
- Chris Steele, Town of D.B. / CSD Director

## **GREAT AMERICAN CAMPOUT EVENT AGENDA:**

### **Saturday, June 25, 2011**

4:00 – 6:00 p.m. Camper registration/check in/set up campsites  
5:00 – 7:00 p.m. Activities  
6:00 – 7:30 p.m. Dinner at covered picnic area (provided by REI)  
7:30 - 9:00 p.m. Games and flashlight scavenger hunt  
8:00 – 10:00 p.m. Campfire songs and stories  
9:30+ Star-gazing, watching wildlife at night  
Goodnight!

### **Sunday, June 26, 2011**

7:00 a.m. Breakfast  
9:00 a.m. Break down campsites and load vehicles

\*Note: Campers are responsible for tents, camping gear, and beverages.

## TO REGISTER:

Complete self-guided registration process, at: [www.backyardcampout.org](http://www.backyardcampout.org)

- 🏠 Search for the team by entering the name: *DISCOVERY BAY*
- 🏠 Under search results click the team you wish to join. On the team page, select **join team**
- 🏠 Enter team password: *discoverybay*
- 🏠 Select a registration type (Adult or Junior Camper)
- 🏠 Click **New User**
- 🏠 Provide contact information
- 🏠 Agree to terms ----- Remember to read and accept the participant waiver when registering.

IF NOT REGISTERED ONLINE...

CAMPER MUST COMPLETE WAIVER FORM AT EVENT.

ALL CAMPERS WILL RECEIVE A RED TAG TO SHOW WAIVER HAS BEEN SIGNED, AND ATTACHE IT TO THEIR SLEEPING AREA.

**GREAT AMERICAN CAMPOUT – CORNELL PARK – JUNE 23-24, 2012**

**Waiver Form**

Participant full name \_\_\_\_\_ Age \_\_\_\_ Sex \_\_\_\_ Height \_\_\_\_ Weight \_\_\_\_ Date of Birth \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Participant full name \_\_\_\_\_ Age \_\_\_\_ Sex \_\_\_\_ Height \_\_\_\_ Weight \_\_\_\_ Date of Birth \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Participant full name \_\_\_\_\_ Age \_\_\_\_ Sex \_\_\_\_ Height \_\_\_\_ Weight \_\_\_\_ Date of Birth \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Participant full name \_\_\_\_\_ Age \_\_\_\_ Sex \_\_\_\_ Height \_\_\_\_ Weight \_\_\_\_ Date of Birth \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Full Address \_\_\_\_\_

Tel # Home \_\_\_\_\_ Work \_\_\_\_\_ Cell/Other \_\_\_\_\_

E-mail: \_\_\_\_\_

Person to notify in emergency \_\_\_\_\_ Tel # \_\_\_\_\_

Participants Health insurance company \_\_\_\_\_ Health insurance policy # \_\_\_\_\_

Participants doctor name \_\_\_\_\_ Doctor Tel. # \_\_\_\_\_

Medical Concerns: \_\_\_\_\_

---

**WAIVER / INDEMNIFICATION**

ALL Individuals and Parent(s) or legal guardian for all of the above must sign to participate in the Great American Campout.

As a Participant and/or as parent/legal guardian of all those named herein, and in my company, I hereby represent that all in my group are physically fit to participate in the Great American Campout at Cornell Park, in Discovery Bay. I understand there are inherent risks in participating. I hereby accept responsibility for and agree to pay any and all costs of medical treatment resulting from any injury suffered as a result of our participation. I further agree to indemnify and hold harmless the Town of Discovery Bay, National Wildlife Federation, REI, Delta Sun Times, and any or all sponsors of this event, nor servants and/or representatives from any and all liability, damage, cost or expense arising out of my participation, of every kind and nature, in the Great American Campout event at Cornell Park, Discovery Bay, CA 94505.

In the event that I cannot be reached in an emergency, I hereby give permission for care to be administered by a qualified event volunteer, emergency medical technician, physician/staff of a hospital, or any other qualified individual to provide any medical treatment deemed necessary.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

**MUST BE RECEIVED AT OR BEFORE EVENT CHECK-IN: JUNE 23, 2012**

**NO PARTICPANTS WITHOUT A SIGNED WAIVER**





# Town of Discovery Bay

*"A Community Services District"*

## AGENDA REPORT

Meeting Date

March 7, 2012

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

### Agenda Title

Information on CPRS Branding Initiative "Parks Make Life Better" and authorization for Policy Agreement to use branding logo

### Recommended Action

Approve and direct General Manager to execute Policy / Agreement for the Use of Parks Make Life Better! Logo

### Executive Summary

One (1) of the three (3) overarching goals of the California Park and Recreation Society (CPRS) is for members to have tools and resources to brand parks and recreation as an essential community service. The purpose is to move parks and recreation from being appreciated to being essential. In order to develop tools and resources, CPRS needed to identify, from the consumer's point of view, what the public value about parks and recreation.

To find out what the public values about parks and recreation, CPRS conducted public opinion research in 2008-09. This research in the foundation for the development of a "Parks Make Life Better" branding campaign that will include a brand promise, marketing slogans, key messages and logo. Branding the Parks & Recreation profession will; build loyalty for parks and recreation services, heighten the professions' bargaining power and independence, stimulate growth of programs and services, attract talented people to the profession, involve the public and achieve greater resources and support.

CPRS will be moving forward with the sponsorship/partnership phase of the program and need documentation that as many agencies as possible are on board with the message/concept/brand and promise campaign. They are requesting every agency connected to park and recreation (large and small) in California support the "Parks Make Life Better!" branding campaign by approving the Agreement for the Use of "Parks Make Life Better" logo. Signing the agreement makes our agency an official partner of the movement, but does not ask us to do anything specific.

The Town of Discovery Bay Community Services District is already an agency member of CPRS. Staff recommends supporting the CPRS Branding Campaign and authorizing Staff to execute and return the attached agreement.

### Fiscal Impact:

Amount Requested: None

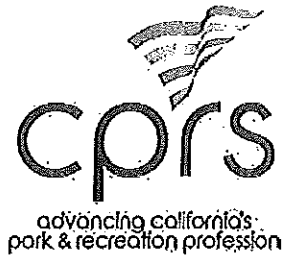
### Previous Relevant Board Actions for This Item

N/A

### Attachments

Policy / Agreement for the Use of Parks Make Life Better! Logo

AGENDA ITEM: F-6



## Policy / Agreement for the Use of Parks Make Life Better!<sup>SM</sup> Logo

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The Parks Make Life Better!<sup>SM</sup> [PMLB] is a service mark and is the property of the California Park & Recreation Society (CPRS). CPRS grants use of the Parks Make Life Better!<sup>SM</sup> logo to individual and agency members (colleges and universities, therapeutic recreation facilities and hospitals, nonprofit organizations, and companies) upon return of this Policy / Agreement signed by a CPRS member. This agreement is in effect as long as the logo is used per this agreement and the agency or individual maintains CPRS membership.

The PMLB logo is intended to develop greater awareness of the importance of parks and recreation with the general public, further the visibility of parks and recreation with the general public, and build positive brand awareness of parks and recreation in California.

For sustaining (company) members, the PMLB logo may not be used in any manner to imply that the company is an agent of CPRS or that CPRS in any way warrants, approves, or endorses any product or service provided by the company member.

The PMLB logo can be used on individual, agency, college/university, hospital, company business cards, letterhead, promotional displays, materials or products, clothing, signs, banners, or vehicles. Any other use of the PMLB logo not specifically enumerated must be approved in advance by CPRS. *The logo may not be used with alcohol or tobacco products.*

Consistent use of the logo and its color application is a major factor in brand recognition. The logotype is the single most identifiable element of a brand. The PMLB logo should not be altered or modified. It must be printed in 4 color (PMS 369, 166, 2726, and 2995) or, if necessary, a one-color application is permitted. For one color application, it is recommended the PMLB logo is placed against a white or black background. The PMLB logo should not be placed inside a box, circle, rectangle, or other shape.

The symbol SM must be displayed as superscript font (<sup>SM</sup>) each time the PMLB logo is used.

**Parks Make Life Better!<sup>SM</sup> is a branding campaign created by the  
California Park & Recreation Society  
Visit [www.cprs.org](http://www.cprs.org)**

Return This Form to CPRS  
ATTN: John Glaeser, Director of Communications



Agreement for Use of the Parks Make Life Better!<sup>SM</sup> Logo

PLEASE PRINT CLEARLY:

Member Name: \_\_\_\_\_

Agency<sup>1</sup> Name: \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

- I have the authority to approve use of the Parks Make Life Better!<sup>SM</sup>
- I have read the Policy / Agreement for Use of the Parks Make Life Better!<sup>SM</sup> logo and agree to abide by this policy.

Both boxes must be checked in order to receive the logo graphics and style guide.

Upon return of this form, the representative will receive an email containing the logo file and the Parks Make Life Better!<sup>SM</sup> Style Guide.

RETURN THIS FORM TO:

John Glaeser, Director of Communications  
California Park & Recreation Society  
7971 Freeport Blvd., Sacramento, CA 95832  
916.665.9149 (fax) 916.665.2777 (phone) [john@cprs.org](mailto:john@cprs.org) (email)

<sup>1</sup> Agency means Cities, Counties, Special Districts, Therapeutic Recreation Facilities & Hospitals, Colleges and Universities, or Nonprofit Organization.



# Town of Discovery Bay

*"A Community Services District"*

## AGENDA REPORT

Meeting Date

March 7, 2012

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

### Agenda Title

Authorization to waive reservation fees for the Brentwood Pony League's 2012 seasonal use of Cornell Park baseball field

### Recommended Action

Approve waiver of park reservation fees for the Brentwood Pony League's 2012 seasonal use of baseball field located at Cornell Park

### Executive Summary

On April 20, 2011 the Town of Discovery Bay CSD Board of Directors approved and adopted several documents relating to park rules and regulations, park reservations and associated fees. The documents summarize that fees and other terms on long term rentals for Sports Organizations or Leagues would be outlined in separate Memorandum of Understanding.

Currently, the Brentwood Pony League is the only sports league reserving field use for a significant time period. Their reservation started February 20, 2012 and runs through June 30, 2012; with field use between 4-6 hours every Monday, Tuesday, Wednesday, Thursday and Saturday. The 2012 season fee for the Brentwood Pony League would be \$37.50 (Half Day rate for Leagues) for each of the ninety five (95) Reserved days, for a total of \$3,562.50.

In 2011, the Brentwood Pony League provided 115 yards of Infield mix for the Infield extension project at Cornell Park's baseball field. Town staff accepted the materials in lieu of charging fees for the 2011 season (\$2,625.70 season fees). The total donation value of the infield mix was \$6,977.50.

At this time Staff will not be drafting a separate Memorandum of Understanding (MOU); reservations will be made through the previously adopted reservation process. Required insurance documents have been received and are in compliance.

Staff recommends the infield mix donation be applied to the 2012 season for the League. Applying the total value of the donation towards the 2011 and 2012 seasonal field use would leave the Brentwood Pony League with a \$789.30 credit towards their use during the 2013 season.

### Fiscal Impact:

Amount Requested None

### Previous Relevant Board Actions for This Item

April 20, 2011 Adopted Parks Fee Schedule

### Attachments

Park Reservation & Use Permit Application, Brentwood Pony League  
Pacific Landscape Supply Invoices 13423 & 13413 (Infield Mix costs)  
Certificate of Liability Insurance, Brentwood Pony League, February 22, 2012

AGENDA ITEM: F-7



TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT

PARK RESERVATION & USE PERMIT APPLICATION

REQUESTED LOCATION

CORNELL PARK - Tennis Courts

CORNELL PARK - Baseball Field

CORNELL PARK - Soccer Field

CORNELL PARK - Shaded Picnic Area

CORNELL PARK - Horse Shoe Pits

RAVENSWOOD PARK - Covered Picnic Area #1

RAVENSWOOD PARK - Covered Picnic Area #2

RAVENSWOOD PARK - Soccer Field

Date Submitted: Feb. 29, 2012

Event Date: Feb. 20 - June 30, 2012

Event Type: Baseball Practice/Games

Start Time: M, T, W, Th @ 4pm Sat. @ 8am

Estimated Attendance: 30-15 @ any time

End Time: M, T, W, Th @ 9pm Sat. @ 5pm

CONTACT INFORMATION

Name/Organization: Brentwood Pony League

Address: 2420 Sand Creek Road, Suite C-1149, Brentwood CA 94513

Main Contact: James Tadena Phone Number: 925.550.2531

Secondary Contact: Phone Number:

FEE(S) & DEPOSIT(S)

The rental fee is due a minimum of five (5) days before the rental. The fee may be paid by check or money order. The damage deposit is required to be paid separately from the rental fee by check or money order made payable to "The Town of Discovery Bay CSD."

Requested Time: 95 - Half days Rental Rate: \$3,562.50\* Deposit: \$100

Waiver, Release and Indemnity Agreement: The person signing this Agreement warrants that he/she has the authority to execute this Agreement or on behalf of the Organization/Group and that he/she or the Organization/Group will be bound to the terms of the Agreement by such signature. I hereby understand this application is to request usage of a Park area and accept personal responsibility for damage sustained and/or cost incurred by the Town of Discovery Bay CSD because of the occupancy of said premises by myself or my Organization/Group. I, or my Organization/Group, agree to fully reimburse the Town of Discovery Bay CSD for any damage arising from the use of said Park, and costs and/or attorneys' fees, if any, incurred in collection. I have received, read and fully understand the rules, regulations and policies for use of the Park area. I agree to abide by, inform my Organization/Group, and enforce the rules, regulations and policies of the Town of Discovery Bay CSD governing the use of the Park area. I understand and agree that failure to abide by the rules, regulations and policies of the Town of Discovery Bay CSD shall result in the immediate loss of privileges of use of the Park area and/or privileges for future use. I also agree to hold the Town of Discovery Bay CSD, its officers, employees, the individual members thereof, agents, and volunteers, harmless from any damage, liability, cost or legal expense that may arise during or be caused in any way by such use or occupancy of the Park area. I agree that this Waiver, Release and Indemnity Agreement is binding on my heirs and assigns.

Applicant Signature: Date:

Staff Signature: Date: 2/29/2012

\* Fee waiver submitted for Board approval (3.7.12 mtg)



TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT

PARK RESERVATION & USE PERMIT APPLICATION

FOR ACCOUNTING USE ONLY

Deposit Fee Due: \$100 Date Paid: Received By:

Rental Fee Due: \$3,562.50 Date Paid: Received By:

Insurance Required? Yes Date Received: 2/22/12 Received By: [Signature]

FOR PARKS/LANDSCAPE STAFF ONLY

Date Reservation Schedule Posted: Pending as of 2/29 By:

Note any Pre-existing damage to the area:

POST EVENT INSPECTION

Note any damage or cleaning needed to the premises:

Deposit Amount:

Cost on Damages:

Cost on Cleaning:

Deposit Returned:

Staff Signature: Date:

Renter Signature: Date:



PO Box 15809  
 San Luis Obispo, CA 93406-5809  
 Phone (805) 595-2295 Fax (805) 595-2296

0037 0000

DATE	INVOICE #
2/3/2011	13423

BILL TO

SHIP TO

Brentwood Pony Baseball  
 2420 Sand Creek Rd  
 Suite C-1143  
 Brentwood, CA 94513

Cornell Park  
 535 Discovery Bay Blvd  
 Discovery Bay, CA

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.
Pony Baseball	Pre-paid	Mario	2/3/2011	Plsntn Trkng	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
25	Misc Materi...	Release #2311-2 60/40 Infield Mix	43.82	1,095.50T
15	Misc Materi...	Release #2311-3 60/40 Infield Mix	48.37	725.55T
		Freight	279.50	559.00

BRENTWOOD PONY BASEBALL LEAGUE

1780

*Pacific landscape supply.*

*2/2/11*

*Cards- Cornell  
 Discovery field  
 RMP.*

*2548.50.*

SUBTOTAL	\$2,380.05
SALES TAX (9.25%)	\$168.45
<b>TOTAL</b>	<b>\$2,548.50</b>



PO Box 15809  
 San Luis Obispo, CA 93406-5809  
 Phone (805) 595-2295 Fax (805) 595-2296

INVOICE

DATE	INVOICE #
1/31/2011	13413

BILL TO \_\_\_\_\_ SHIP TO \_\_\_\_\_

Brentwood Pony Baseball  
 2420 Sand Creek Rd  
 Suite C-1143  
 Brentwood, CA 94513

Cornell Park  
 535 Discovery Bay Blvd  
 Discovery Bay, CA

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.
Pony Baseball	Pre-paid	Dave	1/31/2011	Plsntn Trkng	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
25	Misc Materi...	Release #12711-4 60/40 Infield Mix	43.82	1,095.50
25	Misc Materi...	Release #12711-5 60/40 Infield Mix	43.82	1,095.50
25	Misc Materi...	Release #12711-6 60/40 Infield Mix	43.82	1,095.50
3	Freight	Freight	279.50	838.50

BRENTWOOD PONY BASEBALL LEAGUE

6771

*Pacific landscape Supply*

*1/28/11*

*# 13413 Cornell Park*

*# 4,429.00*

*anchors for fields*

SUBTOTAL \$4,125.00

SALES TAX (9.25%) \$304.00

**TOTAL \$4,429.00**



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/22/2012

PRODUCER  
Gagliardi Insurance Services, Inc.  
284 Digital Drive  
Morgan Hill, CA 95037  
(408) 414-8100

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
Brentwood Pony Baseball League  
2420 Sand Creek Rd. #C1143  
Brentwood, CA 94513

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	New York Marine & General Insurance Co	
INSURER B:	Federal Insurance Company	20281
INSURER C:		
INSURER D:		
INSURER E:		

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	MSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse & Molestation  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PK201200000421	3/1/2012	3/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ -0- PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Participant Legal Liab 1,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PK201200000421	3/1/2012	3/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$  OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B		PONY BB Medical \$100 Ded	9907-0915	3/1/2012	3/1/2013	AD&D/Dental 10,000/2,000 Limit 100,000

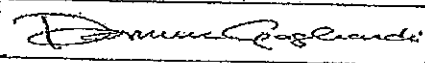
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 THE CERTIFICATE HOLDER IS INCLUDED AN ADDITIONAL INSURED, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE NEGLIGENCE OF THE NAMED INSURED. ALL POLICY TERMS AND CONDITIONS AVAILABLE UPON REQUEST.

**CERTIFICATE HOLDER**

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

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  




# Town of Discovery Bay

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

Meeting Date

March 7, 2012

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

**Agenda Title**

Adoption of the FY 2012-2013 Budget Calendar

**Recommended Action**

That the Board adopt the FY 2012-2013 Budget Calendar

**Executive Summary**

Pursuant to Government Code Section 61110, the Town of Discovery Bay CSD prepares an annual fiscal year budget for the Operating, Capital and Revenue projections for the coming fiscal year period that begins on July 1<sup>st</sup> of each year.

Attached is the proposed Budget Calendar for the FY 2012-2013 for Board consideration. This calendar allows adequate time for staff to develop the budget and transmit, present and adopt the Operations and Maintenance expense and revenue budgets for FY 2012-13.

Staff anticipates that the DRAFT budgets will be transmitted to the Board and public on May 2, 2012. The Proposed Final Budget will then be presented in detail at the regular meeting on May 16, 2012, with adoption by the Board on June 6, 2012.

**Fiscal Impact:**

Amount Requested \$0

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

Prog/Fund # Category:

**Previous Relevant Board Actions for This Item**

N/A

**Attachments**

Town of Discovery Bay CSD FY 2012-2013 Budget Review Schedule

AGENDA ITEM: G-1

Town of Discovery Bay CSD  
Budget Review Schedule  
Fiscal Year 2012-2013

May 2 <sup>nd</sup> Board Meeting	Transmit to the Board the DRAFT 2012-2013 Administration, Water, Wastewater & Landscaping Operating, Capital and Revenue Budgets
May 16 <sup>th</sup> Board Meeting	Present to the Board the DRAFT 2012-2013 Administration, Water, Wastewater & Landscaping Operating, Capital and Revenue Budgets
June 6 <sup>th</sup> Board Meeting	Adopt the Proposed Final Budgets for Administration, Water, Wastewater & Landscaping Operating, Capital and Revenue Budgets



**Town of Discovery Bay**  
**"A Community Services District"**  
**AGENDA REPORT**

**Meeting Date**

March 7, 2012

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

**Agenda Title**

Award of contract to Vintage Contractors for Regatta Park Basketball Surfacing

**Recommended Action**

Accept proposal and direct General Manager to execute contract with Vintage Contractors in the amount of \$10,280.00 for Regatta Park Basketball Surfacing project

**Executive Summary**

On February 15, 2012 the Contra Costa County General Services Department accepted the construction work for the Regatta Park Basketball project. Due to weather conditions being unfavorable during the concrete installation phase of the work, it was determined that the surfacing application would be delayed to a later date. Funds from the project were set aside and it was agreed upon that the Town of Discovery Bay Community Services District would contract this work separate from the original construction contract.

Staff has received a proposal in the amount of \$10,280.00 from Vintage Contractors for the Regatta Park Basketball Court surfacing. Vintage Contractors is the only certified applicator of the Plexi Pave surfacing for our area. The Plexi Pave surface has been specified for the Regatta Park Basketball Court Project; and in order to set a general standard for our court surfaces and to simplify the bidding process when the courts need to be resurfaced in the future, staff has chosen the Plexi Pave system for all sport court surfaces (Board approved contract for Cornell Park Tennis Courts on February 15, 2012 with the same Contractor). The surface has a seven (7) year life expectancy before reapplying color and striping.

Staff recommends that the Board accepts the Proposal from Vintage Contractors and directs the General Manager to execute a contract for surface application services on the Regatta Park Basketball Contract in the amount of \$10,280.00.

**Fiscal Impact:**

**Amount Requested - \$10,280.00**  
**Sufficient Budgeted Funds Available?: Yes**  
**Zone # 57 Category: Capital )**

**Previous Relevant Board Actions for This Item**

**Attachments**

Vintage Contractors – Proposal for Regatta Park Basketball Court Surfacing, dated January 31, 2012  
Draft Contract – Regatta Park Basketball Court Surfacing  
Letter from Plexi Pave identifying Vintage Contractors as sole source applicator for area, dated February 15, 2012

**AGENDA ITEM: G-2**

# PROPOSAL

## VINTAGE CONTRACTORS, INC.

Contractors License 416130

2367 Ocean Avenue  
 San Francisco, CA 94127  
 (415) 282-1602  
 FAX (415) 282-1603

North Bay (707) 253-1841  
 Monterey (831) 658-0225

PROPOSAL SUBMITTED TO:			DATE <b>January 31, 2012</b>		
NAME <b>Town of Discovery Bay</b>			JOB NAME <b>Regatta Dr Basketball Court</b>		
STREET <b>1800 Willow Lake Rd</b>			STREET <b>Regatta Dr</b>		
CITY <b>Discovery Bay</b>	STATE <b>CA</b>	ZIP <b>94505</b>	CITY <b>Discovery Bay</b>	STATE <b>CA</b>	ZIP
CONTACT <b>Fairin Perez</b>			PHONE <b>925 634 1733</b>	CELL	FAX

We hereby submit specifications and estimates for:

### PLEXIPAVE SURFACING for NEW CONCRETE BASKETBALL COURT

Procedure:

1. Acid etch concrete surface.
2. Apply Ti-Coat Epoxy Primer over entire area.
3. 2 coats Acrylic Resurfacer.
4. Three coats Plexipave Surfacing.
5. Playing lines for basketball court. Sidelines, center line and circle 2 x standard keys with three point lines,

QUOTE: \$10,280.00

NOTES: Assumes moisture vapor control in place and existing concrete substrate sloped to drain to within +/- 1/8" in 10' tolerance; our material will not prevent damage from vapor pressure, create slope or change drainage patterns. Expansion joints, crack isolation and fillers; Structural concrete cracking will reflect through surfacing.

**We hereby propose to furnish labor and materials—complete in accordance with the above specifications, for the sum of:**

Payment due upon receipt of invoice.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Our workers are fully covered by Workmen's Compensation Insurance. Note: This proposal may be withdrawn by us if not accepted within 30 days.

In event legal action is instituted by either party hereto, the prevailing party shall be entitled to reasonable attorney's fees and costs.

Authorized Signature: Tony Edwards

#### Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

INSERT COLOR SELECTION \_\_\_\_\_

Accepted: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT**

**AGREEMENT WITH VINTAGE CONTRACTORS  
FOR SERVICES UP TO \$25,000**

**THIS AGREEMENT** is made and effective as of March 8, 2012, between the **Town of Discovery Bay, Community Services Discovery Bay**, a political subdivision of the State of California ("Discovery Bay") **Discovery Bay and Vintage Contractors ("Contractor")**. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence on March 8, 2012, and shall remain and continue in effect until tasks described herein are completed, but in no event later than April 12, 2012, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES.** Contractor shall perform the tasks described in its proposal, dated January 31, 2012 as set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full.

3. **PERFORMANCE.** Contractor shall at all times faithfully, competently and to the best of his or her ability, experiences, and talent, perform all tasks described herein. Contractor represents to Discovery Bay that it has the qualifications necessary to perform the tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

4. **PAYMENT.**

a. Discovery Bay agrees to pay Contractor monthly, in accordance with the conditions of this Agreement, based upon actual time spent on the above tasks. This amount shall not exceed **Ten Thousand, two hundred and eighty Dollars (\$10,280.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Any terms or conditions set forth on **Exhibit A** which does not describe the work to be performed, the payment rates and terms, or the payment schedule have not been agreed to by Discovery Bay and shall not be deemed a part of this Agreement.

b. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the General Manager, or his or her designee. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by General Manager and Contractor at the time Discovery Bay's written authorization is given to Contractor for the performance of said services. The General Manager is authorized to approve work that does not exceed five thousand dollars (\$5,000). However, the General Manager may approve additional work not to exceed an additional amount of five thousand dollars (\$5,000.00) if the original contract was authorized by Discovery Bay's Board of Directors. Any work in excess of this amount shall be approved by Discovery Bay's Board of Directors at a regularly scheduled or special meeting of the Board.

c. Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all no disputed fees. If Discovery Bay disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

d. Notwithstanding the above provisions, Contractor shall not be paid for any work performed until it has submitted to Discovery Bay a fully completed and executed Internal Revenue Service Form W-9.

**5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.**

a. Discovery Bay may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice of termination. Discovery Bay shall not be obligated to explain its reasons for termination. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If Discovery Bay suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, Discovery Bay shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to Discovery Bay. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to Discovery Bay pursuant to Section 3.

**6. DEFAULT OF CONTRACTOR.**

a. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, Discovery Bay shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and the General Manager may terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

b. If the General Manager or his or her delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the General Manager shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

**7. OWNERSHIP OF DOCUMENTS**

a. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by Discovery Bay that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of Discovery Bay or its designees at reasonable times to such books and records, shall give Discovery Bay the right to examine and audit said books and records, shall permit Discovery Bay to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of Discovery Bay and may be used, reused or otherwise disposed of by Discovery Bay without the permission of the Contractor. With respect to computer files, Contractor shall make available to Discovery Bay, upon reasonable written request by Discovery Bay, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

**8. INDEMNIFICATION.** The Contractor agrees to defend, indemnify, protect and hold harmless Discovery Bay, its officers, officials, employees and volunteers from and against any and all claims, demands,

losses, defense costs or expenses, or liability of any kind or nature which Discovery Bay, its officers, officials, employees, and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement, excepting only liability arising out of the negligence of Discovery Bay.

9. **INSURANCE.** Contractor if required to work on Discovery Bay property during the contract period, shall submit proof of insurance to Discovery Bay showing Town of Discovery Bay Community Services District, its officers, agents and employees named as Additional Insured and insurance policy shall contain provisions that such policy may not be canceled except after thirty (30) days written notice to Discovery Bay, ten (10) days' notice if cancellation is due to nonpayment of premium.

Contractor agrees that Contractor is responsible to insure that the requirements set forth in this section are also being met by Contractor's subcontractors who provide services pursuant to this Agreement. Copies of insurance certificates shall be filed with Discovery Bay.

**General Liability Limits**

1. BI & PD combined/per occurrence	\$1,000,000
/Aggregate	\$1,000,000
2. Personal Injury/Aggregate	\$1,000,000
3. Professional Liabilities	\$1,000,000

*Worker's Compensation and Employer's Liability* *Statutory requirement*

10. **INDEPENDENT CONTRACTOR**

a. Contractor is and shall at all times remain as to Discovery Bay a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither Discovery Bay nor any of its officers, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of Discovery Bay. Contractor shall not incur or have the power to incur any debt, obligation or liability, whatever against Discovery Bay, or bind Discovery Bay in any manner.

b. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, Discovery Bay shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for Discovery Bay. Discovery Bay shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

11. **LEGAL RESPONSIBILITIES.** The Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. Discovery Bay, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

a. Contractor agrees to pay to each craft, classification or type of workman the prevailing wage determined by the State of California, Director of Industrial Relations, in the published wage scale determination, a copy of which is available at the Office of the Town of Discovery Bay CSD. Contractor agrees to comply with California Labor Code §§ 1777.5, 1776.

12. **RELEASE OF INFORMATION.**



a. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without Discovery Bay's prior written authorization. Contractor, its officers, employees, agents or subcontractors, shall not without written authorization from the General Manager or unless requested by Discovery Bay's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within Discovery Bay. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives Discovery Bay notice of such court order or subpoena.

b. Contractor shall promptly notify Discovery Bay should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any person regarding this Agreement and the work performed hereunder or with respect to any project or property located within Discovery Bay. Discovery Bay retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with Discovery Bay and to provide Discovery Bay with the opportunity to review any response to discovery requests provided by Contractor. However, Discovery Bay's right to review any such response does not imply or mean the right by Discovery Bay to control, direct, or rewrite said response.

13. **NOTICES.** Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice:

To Discovery Bay: Town of Discovery Bay CSD  
1800 Willow Lake Road  
Discovery Bay, California 94505  
Attention: General Manager

To Contractor: Vintage Contractors  
2367 Ocean Avenue  
San Francisco, CA 94127  
Attention: Tony Edwards

14. **ASSIGNMENT.** The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of Discovery Bay.

15. **LICENSES.** At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

16. **GOVERNING LAW.** Discovery Bay and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

17. **LITIGATION.** Any litigation concerning this Agreement shall take place in the municipal, superior, or federal Discovery Bay court with geographic jurisdiction over the Town of Discovery Bay. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

18. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CONTRACTOR

TOWN OF DISCOVERY BAY

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

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

DRAFT

# Plexipave<sup>®</sup>

## Sport Surfacing Systems

February 15, 2012

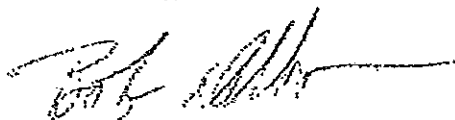
Discovery Bay, CA

Attention: Fairin Perez,

This is to confirm that Vintage Contractors is the only Authorized Applicator of the Plexipave System in the San Francisco and East Bay area.

Vintage Contractors has proven for many years that they are a very competent installer of the Plexipave System and warrants their work in accordance with all of Plexipave's highest standards.

Sincerely,



Bob Deller

Plexipave, Western Regional Manager

[b.deller@plexipave.com](mailto:b.deller@plexipave.com) 775-560-6659

California Products Corp.  
150 Dascomb Road  
P.O. Box 100  
Andover, MA  
01810 USA

Phone 978-623-9980

Fax 978-623-9980

Toll Free 800-225-1141

E-Mail [info@plexipave.com](mailto:info@plexipave.com)

web [www.plexipave.com](http://www.plexipave.com)

Manufacturers of

PLEXIPAVE<sup>®</sup> • PLEXICUSHION<sup>®</sup> • PLEXICOURT<sup>®</sup> • PLEXITRAC<sup>®</sup> • PLEXIFLOR<sup>®</sup>



# Town of Discovery Bay

*"A Community Services District"*

## AGENDA REPORT

Meeting Date

March 7, 2012

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

### Agenda Title

Award of contract to Stockton Fence & Material Co. for Cornell Park Tennis Court Chain Link Fence Replacement Project

### Recommended Action

Approve proposal and direct General Manager to execute contract with Stockton Fence & Material Co. in the amount of \$14,214.00 for Cornell Park Tennis Court Chain Link Fence Replacement Project

### Executive Summary

On February 15, 2012 the Town of Discovery Bay Community Services District approved a contract for the resurfacing of the Cornell Park Tennis Courts. Staff recommends that the chain link fence surrounding the court be replaced prior to the start of the resurfacing project. The condition of the current fencing is poor. The vinyl is discolored, cracking and the fence sags and drags across the surface of the court in many areas. Chain link fence replacement was not budgeted for in FY 2011/12, but should be considered in order to preserve the new surfacing and to prepare for possible addition with the planned pickle ball courts project in FY 2012/13.

Staff collected four (4) bids for replacement of the chain link fencing. Contractors were requested to provide a base bid for removal and disposal of current chain link (fabric), and replace with new 10' black vinyl coated fabric and fittings/hardware. With the base bid, the District would be responsible for striping, priming and painting the support poles and railings. Bid Alternate #1 included the replacement of the top and mid railings. Bid Alternate #2 requested Contractors to provide costs to strip, prime and paint all main support posts. Included for your review, is the Proposal Summary associated with requests listed above.

Staff recommends that the Board accept the low bid and direct the General Manager to execute a contract with Stockton Fence Co. for both the base bid (\$10,038.00) and Bid Alternate #1 (\$4,176.00) for a total contract value of \$14,214.00. Note that the costs associated with this project would be funded through Discovery Bay's Lighting and Landscape Zone #8 reserve account. The current fund balance is \$968,711.00.

### Fiscal Impact:

Amount Requested - \$14,214.00  
Sufficient Budgeted Funds Available?: Yes  
Zone # 8 Category: Reserve

### Previous Relevant Board Actions for This Item

Award of Contract to Vintage Contractors for the Cornell Park Tennis Court Resurfacing project -February 15, 2012

### Attachments

Proposal Summary, Cornell Park Tennis Court Fencing Replacement  
Proposal, Stockton Fence & Material Co., Cornell Park Tennis Courts dated February 29, 2012  
Draft Contract, Stockton Fence & Material Co.

AGENDA ITEM: G-3



**Cornell Park Tennis Court Fencing Replacements**  
 Proposal Summary  
 Prevailing Wage Project

Contractor	Bid Received	Base Bid	Alternate # 1	Alternate #2	Total Bid
Vintage Contractors	02/29/12	\$18,410	\$12,980	\$7,800.00	\$39,190.00
Stockton Fence	02/29/12	\$10,038	\$4,176	NB	\$14,214.00
Calco Fence Inc.	02/17/12	\$12,333	\$5,822	NB	\$18,155.00
Delta Fence Co.	02/29/12	\$13,937	NB	NB	\$13,937.00

Base Bid Included removal and disposal of 10' Fabric; Replace with 10' Black, Vinyl coated fabric and all new black vinyl hardware and gates. Customer responsible for painting of support poles. Rail poles excluded. - Minimum 9 Gauge, 1 3/4" Mesh  
 Alternate #1 Remove and replace top and mid railing. - 1 5/8"  
 Alternate #2 Strip, prime and paint existing support poles

Summarized By:

*Fairin Perez*  
 Fairin Perez, Parks & Landscape Mgr.  
 Town of Discovery Bay CSD

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:

Contractor's State License Board  
1020 N. Street, Sacramento, California 95814

CHAIN LINK ~ WROUGHT IRON ~ CUSTOM GATES ~ DOG KENNELS ~ GATE OPERATORS ~ SECURITY GATES

### PROPOSAL AND CONTRACT

#### Stockton Fence & Material Co.

2007 N. Wilson Way ~ P.O. Box 8314 ~ Stockton, CA 95208  
State Contractor's Lic. No. 393334

PHONE (209) 466-3166

FAX (209) 466-5202

Date: February 29, 2012

Name: Farren @ Town of Discovery Bay

Mailing/Billing Address: 1800 Willow Lake Road, Discovery Bay

Job Address: Cornell Park Tennis Court @ 505 Discovery Bay Boulevard, Discovery Bay

The undersigned agrees to furnish and provide necessary labor, materials, tools, implements, and appliances to do, perform and complete in a good workmanlike manner the following:

#### Bid #1

To remove and replace approx. 450' of 10' high black chain link fabric, gates, and fittings.  
Specifications: 1 3/4" - 11 gauge - 10' high chain link fabric, 1 5/8 gate frames.

All the above work to be completed for the sum of ten thousand thirty eight dollars and no cents.  
\$ 10,038.00

Any alterations or deviation from the above, involving extra cost of material or labor, will be executed only on written orders for same and will become an extra charge over the sum mentioned above.

All agreements must be in writing.

In the event that it becomes necessary to institute suit or to employ an attorney in connection with any provisions of this agreement, the prevailing party shall be paid such sum as the court adjudges as reasonable attorney's fees.

Interest at the standard prevailing rate shall be charged on all overdue balances.

All warranty work does not include labor.

Terms of payment shall be as follows: **Balance Due Upon Completion**

This proposal is void if not accepted within 30 days.

Owner responsible for location of property line, and permits;

Respectfully submitted,

Owner responsible for location of all underground lines and cables.

By: AMANDA BEGHTEL

No removal included in quotation.

### ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal for which Town of Discovery Bay agrees to pay the amount mentioned in said proposal and in accordance with the terms thereof.

### ACCEPTED AND AUTHORIZED BY

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Property Owner: \_\_\_\_\_ Lender: \_\_\_\_\_ (if any)

### NOTICE TO OWNER

Under the Mechanic's Lien Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property.

Under the law, you may protect yourself against such claims by filing, before commencing such work or improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:

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1020 N. Street, Sacramento, California 95814

CHAIN LINK ~ WROUGHT IRON ~ CUSTOM GATES ~ DOG KENNELS ~ GATE OPERATORS ~ SECURITY GATES

### PROPOSAL AND CONTRACT

#### Stockton Fence & Material Co.

2007 N. Wilson Way ~ P.O. Box 8314 ~ Stockton, CA 95208    PHONE (209) 466-3166    FAX (209) 466-5202  
State Contractor's Lic. No. 393394

Date: February 29, 2012

Name: .Farren @ Town of Discovery Bay

Mailing/Billing Address: 1800 Willow Lake Road, Discovery Bay

Job Address: Cornell Park Tennis Court @ 505 Discovery Bay Boulevard, Discovery Bay

The undersigned agrees to furnish and provide necessary labor, materials, tools, implements, and appliances to do, perform and complete in a good workmanlike manner the following:

**Bid #2**

To remove and replace approx. 450' of 10' high black chain link fabric, top and mid rail, gates, and fittings.  
Specifications: 1 3/4" - 11 gauge - 10' high chain link fabric, 1 5/8" top and mid rail, 1 5/8" gate frames.

All the above work to be completed for the sum of fourteen thousand two hundred fourteen dollars and no cents.  
\$ 14,214.00

Any alterations or deviation from the above, involving extra cost of material or labor, will be executed only on written orders for same and will become an extra charge over the sum mentioned above.

All agreements must be in writing.

In the event that it becomes necessary to institute suit or to employ an attorney in connection with any provisions of this agreement, the prevailing party shall be paid such sum as the court adjudges as reasonable attorney's fees.

Interest at the standard prevailing rate shall be charged on all overdue balances.

All warranty work does not include labor.

Terms of payment shall be as follows: **Balance Due Upon Completion**

This proposal is void if not accepted within 30 days.

Owner responsible for location of property lines, and permits.

Owner responsible for location of all underground lines and cables.

No removal included in quotation.

Respectfully submitted,

By: AMANDA BEGHTEL

### ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal for which Town of Discovery Bay agrees to pay the amount mentioned in said proposal and in accordance with the terms thereof.

### ACCEPTED AND AUTHORIZED BY

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Property Owner: \_\_\_\_\_ Lender: \_\_\_\_\_

(if any)

### NOTICE TO OWNER

Under the Mechanic's Lien Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property.

Under the law, you may protect yourself against such claims by filing, before commencing such work or improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT**

**AGREEMENT WITH STOCKTON FENCE & MATERIAL CO.  
FOR SERVICES UP TO \$25,000**

**THIS AGREEMENT**, is made and effective as of March 8, 2012, between the Town of Discovery Bay, Community Services Discovery Bay, a political subdivision of the State of California ("Discovery Bay") Discovery Bay and Stockton Fence & Material Co. ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence on March 8, 2012, and shall remain and continue in effect until tasks described herein are completed, but in no event later than April 12, 2012, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES.** Contractor shall perform the tasks described in its proposal and clarification response, both dated February 29, 2012 as set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full.

3. **PERFORMANCE.** Contractor shall at all times faithfully, competently and to the best of his or her ability, experiences, and talent, perform all tasks described herein. Contractor represents to Discovery Bay that it has the qualifications necessary to perform the tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

4. **PAYMENT.**

a. Discovery Bay agrees to pay Contractor monthly, in accordance with the conditions of this Agreement, based upon actual time spent on the above tasks. This amount shall not exceed Fourteen Thousand, two hundred and fourteen Dollars (\$14,214.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Any terms or conditions set forth on Exhibit A which does not describe the work to be performed, the payment rates and terms, or the payment schedule have not been agreed to by Discovery Bay and shall not be deemed a part of this Agreement.

b. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the General Manager, or his or her designee. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by General Manager and Contractor at the time Discovery Bay's written authorization is given to Contractor for the performance of said services. The General Manager is authorized to approve work that does not exceed five thousand dollars (\$5,000). However, the General Manager may approve additional work not to exceed an additional amount of five thousand dollars (\$5,000.00) if the original contract was authorized by Discovery Bay's Board of Directors. Any work in excess of this amount shall be approved by Discovery Bay's Board of Directors at a regularly scheduled or special meeting of the Board.

c. Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all no disputed fees. If Discovery Bay disputes any of Contractor's fees it shall give written notice to Contractor within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

d. Notwithstanding the above provisions, Contractor shall not be paid for any work performed until it has submitted to Discovery Bay a fully completed and executed Internal Revenue Service Form W-9.



**5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.**

a. Discovery Bay may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice of termination. Discovery Bay shall not be obligated to explain its reasons for termination. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If Discovery Bay suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, Discovery Bay shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to Discovery Bay. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to Discovery Bay pursuant to Section 3.

**6. DEFAULT OF CONTRACTOR.**

a. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, Discovery Bay shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and the General Manager may terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

b. If the General Manager or his or her delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the General Manager shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

**7. OWNERSHIP OF DOCUMENTS.**

a. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by Discovery Bay that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of Discovery Bay, or its designees at reasonable times to such books and records, shall give Discovery Bay the right to examine and audit said books and records, shall permit Discovery Bay to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of Discovery Bay and may be used, reused or otherwise disposed of by Discovery Bay without the permission of the Contractor. With respect to computer files, Contractor shall make available to Discovery Bay, upon reasonable written request by Discovery Bay, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

**8. INDEMNIFICATION.** The Contractor agrees to defend, indemnify, protect and hold harmless Discovery Bay, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind or nature which Discovery Bay, its officers, officials, employees, and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions in performing or

failing to perform under the terms of this Agreement, excepting only liability arising out of the negligence of Discovery Bay.

9. **INSURANCE.** Contractor if required to work on Discovery Bay property during the contract period, shall submit proof of insurance to Discovery Bay showing Town of Discovery Bay Community Services District, its officers, agents and employees named as Additional Insured and insurance policy shall contain provisions that such policy may not be canceled except after thirty (30) days written notice to Discovery Bay, ten (10) days' notice if cancellation is due to nonpayment of premium.

Contractor agrees that Contractor is responsible to insure that the requirements set forth in this section are also being met by Contractor's subcontractors who provide services pursuant to this Agreement. Copies of insurance certificates shall be filed with Discovery Bay.

**General Liability Limits**

1. BI & PD combined/per occurrence	\$1,000,000
/Aggregate	\$1,000,000
2. Personal Injury/Aggregate	\$1,000,000
3. Professional Liabilities	\$1,000,000

*Worker's Compensation and Employer's Liability*

*Statutory requirement*

10. **INDEPENDENT CONTRACTOR**

a. Contractor is and shall at all times remain as to Discovery Bay a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither Discovery Bay nor any of its officers, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of Discovery Bay. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against Discovery Bay, or bind Discovery Bay in any manner.

b. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, Discovery Bay shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for Discovery Bay. Discovery Bay shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

11. **LEGAL RESPONSIBILITIES.** The Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. Discovery Bay, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

a. Contractor agrees to pay to each craft, classification or type of workman the prevailing wage determined by the State of California, Director of Industrial Relations, in the published wage scale determination, a copy of which is available at the Office of the Town of Discovery Bay CSD. Contractor agrees to comply with California Labor Code §§ 1777.5, 1776.

12. **RELEASE OF INFORMATION.**

a. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without Discovery Bay's prior written authorization. Contractor, its officers, employees, agents or subcontractors, shall not without written authorization from the

General Manager or unless requested by Discovery Bay's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within Discovery Bay. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives Discovery Bay notice of such court order or subpoena.

b. Contractor shall promptly notify Discovery Bay should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any person regarding this Agreement and the work performed hereunder or with respect to any project or property located within Discovery Bay. Discovery Bay retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with Discovery Bay and to provide Discovery Bay with the opportunity to review any response to discovery requests provided by Contractor. However, Discovery Bay's right to review any such response does not imply or mean the right by Discovery Bay to control, direct, or rewrite said response.

13. **NOTICES.** Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice:

To Discovery Bay: Town of Discovery Bay CSD  
1800 Willow Lake Road  
Discovery Bay, California 94505  
Attention: General Manager

To Contractor: Stockton Fence & Material Co.  
2007 N. Wilson Way  
Stockton, CA 95208  
Attention:

14. **ASSIGNMENT.** The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of Discovery Bay.

15. **LICENSES.** At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

16. **GOVERNING LAW.** Discovery Bay and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

17. **LITIGATION.** Any litigation concerning this Agreement shall take place in the municipal, superior, or federal Discovery Bay court with geographic jurisdiction over the Town of Discovery Bay. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

18. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CONTRACTOR**

**TOWN OF DISCOVERY BAY**

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

\_\_\_\_\_  
Richard Howard  
General Manager

DRAFT



# Town of Discovery Bay

*"A Community Services District"*

## AGENDA REPORT

Meeting Date

March 7, 2012

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

### Agenda Title

Award of contract to Odyssey Landscaping, Inc. for RFP #12-01, Cornell Park Horse Shoe Pits

### Recommended Action

Accept proposal and direct the General Manager to execute contract documents with Odyssey Landscaping, Inc. in the amount of \$10,230.00 for Cornell Park Horse Shoe Pits replacement project (RFP 12-01)

### Executive Summary

On June 15, 2011 the Town of Discovery Bay Community Services Board of Directors approved and adopted the FY 2011/12 Operating and Capital Budget for Discovery Bay Landscape & Lighting District 8 (and an amended version on January 4, 2012). In that budget, \$25,000.00 was approved for renovation of the Horse Shoe pits and Bocce Ball Courts at Cornell Park.

Staff prepared and released a Request for Proposal (RFP #12-01) for the Horse Shoe Pit replacement portion of the project. Proposals were received on February 17, 2012; with Odyssey Landscaping, Inc. submitting the lowest bid at \$10,230.00. The bid is below Staff's estimated replacement cost of \$15,000.00. Odyssey's proposal was received on time and was deemed complete.

Staff recommends that the Board accept the Proposal from Odyssey Landscaping, Inc. and direct the General Manager to execute a contract for removal and replacement of Horse Shoe Pits in the amount of \$10,230.00.

### Fiscal Impact:

**Amount Requested - \$10,230.00**  
**Sufficient Budgeted Funds Available?: Yes**  
**Zone # 8, 4834 Category: Capita**

### Previous Relevant Board Actions for This Item

Approval and Adoption of the Proposed Amended 2011-2012 Operating and Capital Improvement Budget for the Discovery Bay Lighting and Landscaping District 8 – January 4, 2012

### Attachments

Contract – Cornell Park Horse Shoe Pits (including attachments RFP 12-01 and Odyssey's proposal), February 27, 2012

AGENDA ITEM: G-4

**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT**

**AGREEMENT WITH ODYSSEY LANDSCAPING, INC.  
FOR SERVICES UP TO \$25,000**

**THIS AGREEMENT** is made and effective as of March 8, 2012, between the **Town of Discovery Bay**, Community Services Discovery Bay, a political subdivision of the State of California ("Discovery Bay") Discovery Bay and **Odyssey Landscaping, Inc.** ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence on March 8, 2012, and shall remain and continue in effect until tasks described herein are completed, but in no event later than April 12, 2012, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES.** Contractor shall perform the tasks described in its proposal, dated February 9, 2012 and RFP #12-01 as set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full.

3. **PERFORMANCE.** Contractor shall at all times faithfully, competently and to the best of his or her ability, experiences, and talent, perform all tasks described herein. Contractor represents to Discovery Bay that it has the qualifications necessary to perform the tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

4. **PAYMENT.**

a. Discovery Bay agrees to pay Contractor monthly, in accordance with the conditions of this Agreement, based upon actual time spent on the above tasks. This amount shall not exceed **Ten Thousand, two hundred and thirty Dollars (\$10,230.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement. Any terms or conditions set forth on Exhibit A which does not describe the work to be performed, the payment rates and terms, or the payment schedule have not been agreed to by Discovery Bay and shall not be deemed a part of this Agreement.

b. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the General Manager, or his or her designee. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by General Manager and Contractor at the time Discovery Bay's written authorization is given to Contractor for the performance of said services. The General Manager is authorized to approve work that does not exceed five thousand dollars (\$5,000). However, the General Manager may approve additional work not to exceed an additional amount of five thousand dollars (\$5,000.00) if the original contract was authorized by Discovery Bay's Board of Directors. Any work in excess of this amount shall be approved by Discovery Bay's Board of Directors at a regularly scheduled or special meeting of the Board.

c. Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all no disputed fees. If Discovery Bay disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

d. Notwithstanding the above provisions, Contractor shall not be paid for any work performed until it has submitted to Discovery Bay a fully completed and executed Internal Revenue Service Form W-9.

**5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.**

a. Discovery Bay may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice of termination. Discovery Bay shall not be obligated to explain its reasons for termination. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If Discovery Bay suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, Discovery Bay shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to Discovery Bay. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to Discovery Bay pursuant to Section 3.

**6. DEFAULT OF CONTRACTOR.**

a. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, Discovery Bay shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and the General Manager may terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

b. If the General Manager or his or her delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the General Manager shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

**7. OWNERSHIP OF DOCUMENTS.**

a. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by Discovery Bay that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of Discovery Bay or its designees at reasonable times to such books and records, shall give Discovery Bay the right to examine and audit said books and records, shall permit Discovery Bay to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of Discovery Bay and may be used, reused or otherwise disposed of by Discovery Bay without the permission of the Contractor. With respect to computer files, Contractor shall make available to Discovery Bay, upon reasonable written request by Discovery Bay, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

**8. INDEMNIFICATION.** The Contractor agrees to defend, indemnify, protect and hold harmless Discovery Bay, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind or nature which Discovery Bay, its officers, officials, employees, and volunteers may sustain or incur or which may be imposed upon them for injury to or death of

persons, or damage to property arising out of Contractor's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement, excepting only liability arising out of the negligence of Discovery Bay.

9. **INSURANCE.** Contractor if required to work on Discovery Bay property during the contract period, shall submit proof of insurance to Discovery Bay showing Town of Discovery Bay Community Services District, its officers, agents and employees named as Additional Insured and insurance policy shall contain provisions that such policy may not be canceled except after thirty (30) days written notice to Discovery Bay, ten (10) days' notice if cancellation is due to nonpayment of premium.

Contractor agrees that Contractor is responsible to insure that the requirements set forth in this section are also being met by Contractor's subcontractors who provide services pursuant to this Agreement. Copies of insurance certificates shall be filed with Discovery Bay.

**General Liability Limits**

1. BI & PD combined/per occurrence	\$1,000,000
/Aggregate	\$1,000,000
2. Personal Injury/Aggregate	\$1,000,000
3. Professional Liabilities	\$1,000,000

**Worker's Compensation and Employer's Liability**

*Statutory requirement*

10. **INDEPENDENT CONTRACTOR.**

a. Contractor is and shall at all times remain as to Discovery Bay, a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither Discovery Bay nor any of its officers, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of Discovery Bay. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against Discovery Bay, or bind Discovery Bay in any manner.

b. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, Discovery Bay shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for Discovery Bay. Discovery Bay shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

11. **LEGAL RESPONSIBILITIES.** The Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. Discovery Bay, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

a. Contractor agrees to pay to each craft, classification or type of workman the prevailing wage determined by the State of California, Director of Industrial Relations, in the published wage scale determination, a copy of which is available at the Office of the Town of Discovery Bay CSD. Contractor agrees to comply with California Labor Code §§ 1777.5, 1776.

12. **RELEASE OF INFORMATION.**

a. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without Discovery Bay's prior written authorization. Contractor, its officers, employees, agents or subcontractors, shall not without written authorization from the



General Manager or unless requested by Discovery Bay's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within Discovery Bay. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives Discovery Bay notice of such court order or subpoena.

b. Contractor shall promptly notify Discovery Bay should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any person regarding this Agreement and the work performed hereunder or with respect to any project or property located within Discovery Bay. Discovery Bay retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with Discovery Bay and to provide Discovery Bay with the opportunity to review any response to discovery requests provided by Contractor. However, Discovery Bay's right to review any such response does not imply or mean the right by Discovery Bay to control, direct, or rewrite said response.

13. **NOTICES.** Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice:

To Discovery Bay: Town of Discovery Bay CSD  
1800 Willow Lake Road  
Discovery Bay, California 94505  
Attention: General Manager

To Contractor: Odyssey Landscaping Inc.  
5400 W. Highway 12  
Lodi, CA 95242  
Attention: Daye Silva

14. **ASSIGNMENT.** The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of Discovery Bay.

15. **LICENSES.** At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

16. **GOVERNING LAW.** Discovery Bay and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

17. **LITIGATION.** Any litigation concerning this Agreement shall take place in the municipal, superior, or federal Discovery Bay court with geographic jurisdiction over the Town of Discovery Bay. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

18. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CONTRACTOR**

**TOWN OF DISCOVERY BAY CSD**

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

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

DRAFT



**TOWN OF DISCOVERY BAY**  
*A COMMUNITY SERVICES DISTRICT*

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

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**REQUEST FOR PROPOSAL (RFP)**  
**FOR**  
**CORNELL PARK HORSESHOE PITS**

As Requested by

**THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT**  
**DISCOVERY BAY, CALIFORNIA**

RFP No. L12-01

**RFP SUBMITTAL DUE DATE:**  
**February 17, 2012**  
**By 4:00 p.m.**

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Section 6 - Miscellaneous..... 4

**1. INTRODUCTION: GENERAL INFORMATION**

**1.1 Introduction**

The Town of Discovery Bay Community Services District (the "District") is seeking a qualified firm (the "Contractor") to provide demolition of existing and installation of two new horseshoe pits at Cornell Park, located in Discovery Bay, CA. Work to be provided is described herein and on Drawing Sheets L.1 – L.2 (Attachment "A").

**1.2 General Information**

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

Qualified Contractors must possess a valid California Contractors License covering the type of work described.

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

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

**2. PROPOSAL REQUIREMENTS AND SUBMISSION INSTRUCTIONS**

**2.1 Submission Deadline**

Proposal Due Date: February 17th, 2012 by 4:00 p.m. local time. Proposals for the project shall be received by the District's Office, Town of Discovery Bay CSD, 1800 Willow Lake Road, Discovery Bay, CA 94505, before the above date and time.

Proposals not received by the time and date indicated on the RFP will not be accepted.

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

Proposals may be electronically submitted by facsimile or email. If by fax, please send proposal to (925) 513-2705; If by email, proposals shall be sent to [fperez@todb.ca.gov](mailto:fperez@todb.ca.gov).

**2.2 Preparation and Content of the Proposal**

The proposal price(s) must be shown on the attached "Proposal Cost Breakdown" sheet (Attachment "B").

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

- Identity of Contractor including central address and telephone number
- A statement that the proposal is effective for the proposed start date of March 5, 2012.
- A statement that the Contractor will comply with all terms and conditions as stated in this RFP; or identification of any exceptions taken to any of the requirements including the contract attached hereto as Attachment "C".

Town of Discovery Bay CSD

**2.2 Preparation and Content of the Proposal (CONT.)**

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

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

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

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

**2.3 Background Information**

The following information shall be obtained and reviewed by all proposers. This information is available as electronic PDF files from the District. Acknowledgement of receipt and review of this information is required as part of the submitted proposal, see Attachment ("D"), Acknowledgement.

- 1) Drawing Sheets L.1 & L.2 (Attachment "A")
- 2) Proposal Cost Breakdown (Attachment "B")
- 3) Sample - Contract (Attachment "C")

**2.4 Site Visit**

All Contractors are required to visit the site prior to submitting a bid. Existing conditions are not identified on the drawing sheets; it will be necessary to inspect the site to understand demolition and grading requirements.

Please contact Ana Sawyer at (925) 634.1733 to schedule a site review with the District representative. The site visit must be completed on or before February 16, 2012.

**2.5 Point of Contact**

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

Town of Discovery Bay CSD  
Attention: Fairin Perez, Parks & Landscape Manager  
1800 Willow Lake Road  
Discover Bay, CA 94505  
(925) 634.1733 or 634.1131  
[fperez@todb.ca.gov](mailto:fperez@todb.ca.gov)

Town of Discovery Bay CSD

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3. TERM / CONTRACT

3.1 Term of Contract

The contract will be a time service and will expire upon District's Final Acceptance of project.

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

4. SCOPE OF WORK

Contractor shall provide labor, materials and equipment to demolish existing pits and successfully install two (2) new horseshoe pits, as identified on Drawing Sheets L.1 & L.2.

5. EVALUATION OF PROPOSALS

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

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

**Cost:** To be considered cost effective, a proposal shall provide the required services at the lowest responsible cost to the District.

**Contractor's Experience:** Of particular interest will be time in the industry and available, qualified staff to perform under this contract.

**Contractor's Capability:** Contractor's ability to accommodate District schedule

6. MISCELLANEOUS

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

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

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

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

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

## Exhibit A

### Town of Discovery Bay CSD

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

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

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

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

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

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

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

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





Town of Discovery Bay  
Community Services  
District  
1800 Willow Lake Road  
Discovery Bay, CA 94505  
Tel: 925.634.1733  
Fax: 925.634.5428

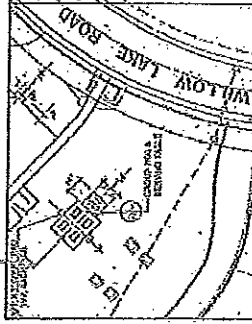
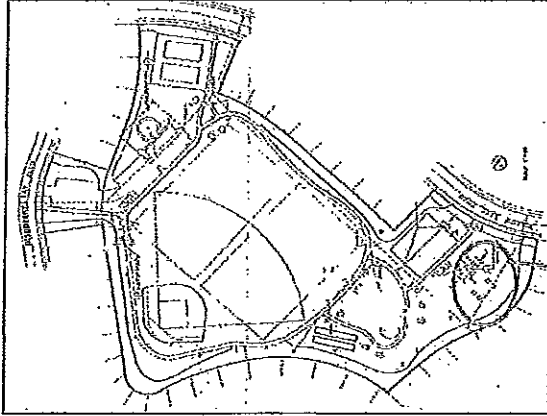
RFP # L.12-01

Cornell Park  
Horse Shoe Pits

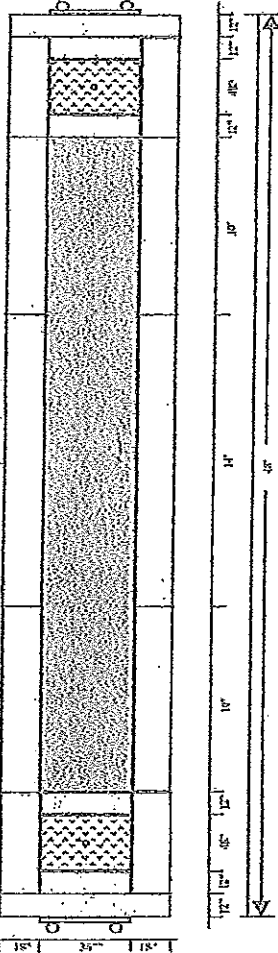
Date: 01/25/2012

Sheet 1 of 2

Location &  
Layout



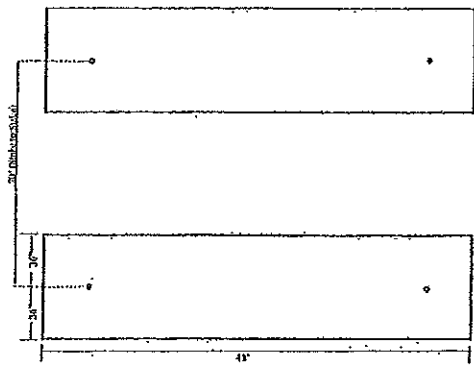
Richard  
Estimate



2-2 Depressed Gravel Cell with  
Grid on Top

4" Trench with Gravel  
Below Pit

1-2. Plan View - Court Spacing



**Project Location**  
Cornell Park  
505 Discovery Bay Blvd.  
Discovery Bay, CA 94505

Drawing not to scale. Use listed dimensions.

\*Owner responsibility of this court will be noted in detail by Town Representative under  
Disposal of Existing Court.



Town of Discovery Bay  
Community Services  
District  
1800 Willow Lake Road  
Discovery Bay, CA 94505  
Tel: 925.634.1733  
Fax: 925.634.5428

RFP # L.12-01

Cornell Park  
Horse Shoe Pits

Date: 01/25/2012

Sheet 2 of 2

Details &  
Specifications

2-3. Specifications

CONTRACTOR SHALL PROVIDE SIGNS, BARRICADES, TEMPORARY FENCING OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY.

ALL EXISTING UTILITIES AND IMPROVEMENTS THAT BECOME DAMAGED DURING CONSTRUCTION SHALL BE COMPLETELY REPAIRED TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE AT THE CONTRACTOR'S SOLE EXPENSE.

ALL APPLICABLE REQUIREMENTS OF THE CALIFORNIA CONSTRUCTION AND GENERAL INDUSTRY SAFETY BRANCH, THE OCCUPATIONAL SAFETY AND HEALTH ACT AND THE CONSTRUCTION SAFETY ACT SHALL BE MET.

ALL EQUIPMENT SHALL BE SUITABLE FOR THE WORK TO BE DONE AND SHALL BE IN FIRST-CLASS CONDITION. EQUIPMENT OPERATORS AND WORKMEN TO BE SKILLED IN OPERATIONS AND TO BE SUPERVISED BY COMPETENT FOREMAN.

CLEAR AND GRUB AREAS FOR NEW CONCRETE AND PLANTING. GRUBBING SHALL INCLUDE CLEARING THE ENTIRE ROOT SYSTEMS OF ALL PLANTS, WEEDS, GRASSES AND PESTICIDIOUS MATERIALS, SUCH AS AS-SP, PINE, CONCRETE, AGGREGATE DUMP, ETC.

MATERIALS REQUIRING REMOVAL AND DEMOLITION SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED COMPLETELY FROM SITE. DO NOT STORE OR PERMIT DEBRIS TO ACCUMULATE ON THE SITE.

EXCAVATE EARTH TO DEPTHS SHOWN ON DRAWINGS OR, AS REQUIRED TO SATISFACTORILY OBTAIN COMPACTION TESTS.

BEFORE TO COMPACT OR SUBGRADE. OWNER SHALL BE ALLOWED ACCESS TO SITE FOR IRRIGATION MODIFICATION AND/OR REPAIRS.

IRRIGATION IS EXCLUDED FROM THIS RFP.

FINISHED SURFACE OF AGGREGATE BASE SHALL BE 4 TO 6 INCHES.

AGGREGATE BASE SHALL CONFORM TO CALTRANS STANDARD SPECIFICATION SECTION 2E, CLASS 2.5/4" MAXIMUM.

NOTIFY OWNER AT LEAST 24 HOURS PRIOR TO INSTALLATION OF CONCRETE.

DO NOT INSTALL CONCRETE OVER WET, SATURATED, AND/OR FROZEN SUBGRADE OR WHEN AIR TEMPERATURE IS BELOW 40 DEGREES F.

PROVIDE CLASS 4 READY-MIXED CONCRETE. BATCHING MIX SITE IS NOT ACCEPTABLE. USE PORTLAND CEMENT CONCRETE CONTAINING AT LEAST 500 POUNDS OF PORTLAND CEMENT PER CUBIC YARD, WITH OF COMPRESSIVE STRENGTH OF NOT LESS THAN 3000 PSI.

PEDESTRIAN CONCRETE FINISH: BROOM FINISH.

TELEPHONE CONCRETE COLOR: NATURAL GREY.

PEG SHALL BE 1" DIAMETER STEEL AND SHALL EXTEND 7" INTO SOLID OAK BLOCK UPON INSTALLATION.

#14 RECYCLED PLASTIC BOARDS SHALL BE A REDWOOD COLOR. CONTRACTOR TO SUBMIT PRODUCT INFORMATION FOR APPROVAL PRIOR TO INSTALLATION.

CONTRACTOR TO SUBMIT PRODUCT INFORMATION FOR APPROVAL ON ALUMINUM PEGS AND CIV PRIOR TO INSTALLATION.

CONTRACTOR SHALL SUBMIT PRODUCT INFORMATION FOR APPROVAL OF ANY MATERIAL SPECIFIED HEREIN OR ON THE DRAWING FOR WHICH THEY INTEND TO REQUEST A SUBSTITUTION.

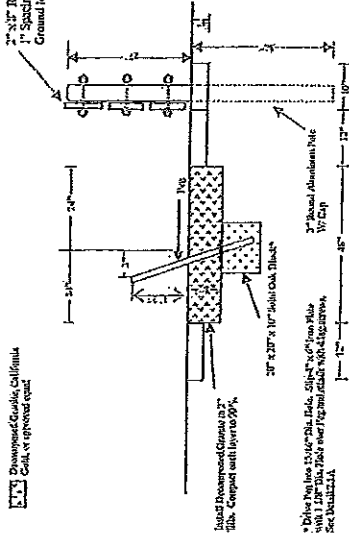
CONTRACTOR SHALL BE RESPONSIBLE FOR SITE VISIT PRIOR TO SUBMITTING AND FOR THE RFP. CURRENT CONDITIONS AND CHANGES ARE NOTIFIED ON THESE DRAWINGS. CONTRACTOR SHALL PERFORM INSPECTION OF AREA FOR A COMPLETE UNDERSTANDING OF RESOLUTION AND CHANGING REQUIREMENTS.

Drawing not to scale. Use listed dimensions.

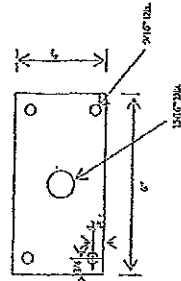
2-1. Detail - Pit Layout

3/4" Dimensioned Gravel, California  
Gull, or approved eqvt.

2" x 2" Repeated Plastic Board  
Spacing between each unit  
Ground level, equal to grade.

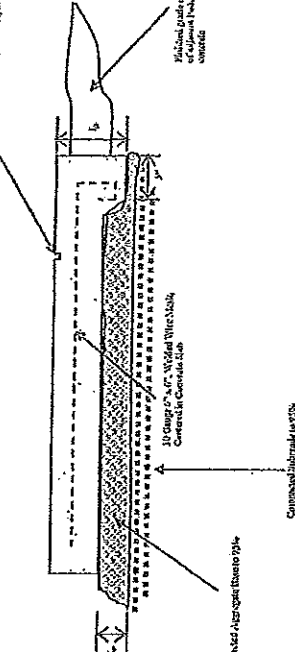


2-1A. Iron Plate



2-2. Pedestrian Concrete

Translucent Plastic Pegs (As shown on 2-4)



Compacted Aggregate Base 14" x 20"

Exhibit A

~~ORIGINAL~~

Attention: Town of Discovery Bay  
1800 Willow Lake Road  
Discovery Bay, CA 94505

RE: PROPOSAL FOR CORNELL PARK HORSESHOE PITS (L12-01)  
Due Date: February 17, 2012 @ 4:00 PM

Proposer: Odyssey Landscape Company  
5400 W. Highway 12  
Lodi, CA 95242  
Bus. 209-369-6197  
Fax. 209-369-6965  
Lic# 424613 C-27

This proposal is effective for the proposed start date of March 5, 2012.

Odyssey Landscape will comply with all terms and conditions as stated in this RFP, or identification of exceptions taken to any of the requirements including the contract attached hereto as Attachment "C".

Exhibit A

Proposal Cost Breakdown  
Cornell Park Horseshoe Pits  
RFP L12-01

\*\* Irrigation repairs and/or modifications are EXCLUDED from bid.

Proposal Dollar Amount:

Bid Item #1 - Mobilization & Site Protection	\$ <u>1200.00</u>
Bid Item #2 - Demolition & Removals	\$ <u>2650.00</u>
Bid Item #3 - Installation of Horseshoe Pits	\$ <u>6380.00</u>

Written total dollar amount Ten thousand two hundred thirty <sup>00</sup>/<sub>100</sub>

Authorized signature of Bidder:

  
Signature

Dave Silva  
Printed Name

2-9-12  
Dated

# Exhibit A

## ACKNOWLEDGEMENT

RFP L12-01  
Cornell Park Horseshoe Pits

To ensure all bid materials were received, this Acknowledgement must be completed and returned with your bid prior to February 17, at 4:00 p.m. This sheet acknowledges receipt of the following materials:

1. RFP No. L12-01
2. Attachment 'A' - Drawings L.1 & L.2
3. Attachment 'B' - Proposal Cost Breakdown
4. Attachment 'C' - Sample Contract

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

Acknowledged by: Dave Silver  
Company: Odyssey Landscape  
License No. 424613 C27  
Bidder: Dave Silver  
Title: manager  
Date: 2-9-12



RFP #12-01, Cornell Park Horse Shoe Pits  
 Proposal Summary  
 Proposal Date: February 17, 2012 by 4:00 p.m.

Contractor	Bid Received	Time	Bid Item #1 Mobilization & Site Protection	Bid Item #2 Demolitions & Removals	Bid Item #3 Installation of Horse Shoe Pits	Total Bid
ValleyCrest Landscape	02/17/12	1:35 PM	Inc.	\$2,592	\$10,432.30	\$13,024.30
On Grade Contracting	02/17/12	1:27 PM	\$1,500	\$4,000	\$10,200	\$15,700.00
Pleasanton Engr. Const.	02/17/12	11:53 AM	\$1,200	\$5,000	\$7,300	\$13,500.00
Finta Enterprises	02/17/12	2:19 PM	\$650	\$2,508	\$19,550	\$22,708.00
Odyssey Landscaping Inc.	02/16/12	1:59 PM	\$1,200	\$2,650	\$6,380	\$10,230.00

Summarized By:

*Fairin Perez*  
 Fairin Perez, Parks & Landscape Mgr.  
 Town of Discovery Bay CSD

Verified By:

*Ana Sawyer*  
 Ana Sawyer, Administrative Asst.  
 Town of Discovery Bay CSD



# Town of Discovery Bay

*"A Community Services District"*

## AGENDA REPORT

Meeting Date

March 7, 2012

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

**Agenda Title**

Approve Town of Discovery Bay Community Services District Job Descriptions

**Recommended Action**

It is recommended that the Board of Directors approve Job Descriptions for all Town of Discovery Bay CSD authorized positions

**Executive Summary**

The Town of Discovery Bay CSD employs thirteen (13) regular full-time and/or regular part time employees. Each employee has an individual job description that provides potential job applicants, employees, and supervisory staff and managers with a comprehensive description of the employee's particular job classification.

Staff has spent a considerable amount of time working on updating each job description for each authorized position at the District.

It is recommended that the job descriptions for each authorized position be approved at this time.

**Fiscal Impact:**

Amount Requested \$N/A

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

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

**Previous Relevant Board Actions for This Item**

N/A

**Attachments**

Employee Job Descriptions

AGENDA ITEM: G-5

## TOWN OF DISCOVER BAY COMMUNITY SERVICES DISTRICT

### GENERAL MANAGER

#### Class Description

**DEPARTMENT/DIVISION:** General Manager

#### **DEFINITION**

Under policy direction, plans, organizes and provides administrative direction and oversight for all Town of Discovery Bay Community Services District (District) functions and activities; provides policy guidance and program evaluation to the Board of Directors and management staff; encourages and facilitates provision of services to District residents and businesses; fosters cooperative working relationships with intergovernmental and regulatory agencies and various public and private groups; pursues appropriate avenues of economic and community development; and performs related work as required.

#### **SUPERVISION RECEIVED AND EXERCISED**

Receives policy direction by the Board of Directors. Exercises general direction and supervision to the entire District staff through subordinate levels of supervision.

#### **CLASS CHARACTERISTICS**

The General Manager serves as the Chief Executive Officer of the District, accountable to the Board of Directors and responsible for enforcement of all District codes and regulations, the conduct of all financial activities and the efficient and economical performance of the District's operations.

#### **EXAMPLES OF ESSENTIAL JOB FUNCTIONS** (Illustrative Only)

*Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.*

- Plans, organizes and administers, either directly or through subordinate management and supervisory staff, coordinates and evaluates the work of the District in accordance with applicable laws, codes and regulations, and adopted policies and objectives of the Board of Directors.
- Directs and coordinates the development and implementation of goals, objectives and programs for the Board of Directors and the District; develops administrative policies, procedures and work standards to ensure that the goals and objectives are met and that programs provide mandated services in an effective, efficient and economical manner.
- Oversees the preparation of the annual budget for the District; authorizes directly or through staff, budget transfers, expenditures and purchases; provides information regarding the financial condition and needs to the Board of Directors.
- Advises the Board of Directors on issues, programs and financial status; prepares and recommends long- and short-range plans for District service provision, capital improvements and funding; and directs the development of specific proposals for action regarding current and future District needs.
- Oversees the administration, construction, use and maintenance of all District facilities and equipment, including buildings, parks, facilities other public property.
- Represents the District and the Board in meetings with governmental agencies, community groups and various business, professional, educational, regulatory and legislative organizations; acts as the District liaison with the media.
- Provides for the investigation and resolution of complaints regarding the administration of and services provided by the District government.
- Provides for contract services and ensures proper performance of obligations to the District; has responsibility for enforcement of all District codes and regulations.
- Oversees the selection, training, professional development and work evaluation of District staff; oversees the implementation of effective employee relations and related programs; provides policy guidance and interpretation to staff.
- Directs the preparation of and prepares a variety of correspondence, reports, policies, procedures and other written materials.
- Oversees the maintenance of working and official District files.



- Ensures that the Board is kept informed of District functions, activities and financial status and of legal, social and economic issues affecting District activities.
- Monitors changes in laws, regulations and technology that may affect District operations; implements policy and procedural changes as required.
- Performs other duties as assigned.

### **QUALIFICATIONS**

#### **Knowledge of:**

- Administrative principles and practices, including goal setting, program development, implementation and evaluation and supervision of staff, either directly or through subordinate levels of supervision.
- Principles, practices and procedures of public administration in a municipal setting.
- Functions, services and funding sources of a municipal government.
- Functions, authority, responsibilities and limitations of an elected Board of Directors.
- Applicable federal and state laws, codes, ordinances and regulations.
- Principles and practices of municipal budget development, administration and accountability.
- Principles, practices and legal elements of California economic and community development and redevelopment.
- Current social, political and economic trends affecting District government and service provision.
- Modern office practices, methods and computer equipment; related software application methods and procedures.
- Techniques for effectively representing the District in contacts with governmental agencies, community groups and various business, professional, educational, regulatory and legislative organizations.
- Techniques for dealing with vendors, contractors, District staff and a variety of individuals from various socio-economic, cultural and ethnic backgrounds, in person and over the telephone.
- Techniques for providing a high level of customer service to public and District staff, in person and over the telephone.
- Safe driving principles and practices.
- Safe work practices.

#### **Skill In:**

- Planning, administering, coordinating, reviewing and evaluating the functions, activities and staff of the District.
- Working cooperatively with, providing staff support to and implementing the policies of the Board of Directors.
- Developing and implementing goals, objectives, policies, procedures, work standards and internal controls.
- Overseeing all District financial activities, including administering investments, the development and implementation of the District budget and the control of all expenditures and purchases.
- Interpreting, applying and explaining complex laws, codes, regulations and ordinances.
- Effectively representing the District in meetings with governmental agencies, community groups and various businesses, professional, educational, regulatory and legislative organizations and the media.
- Directing the preparation of and preparing clear and concise reports, correspondence, policies, procedures and other written materials.
- Using English effectively to communicate in person, over the telephone and in writing.
- Providing exceptional customer service to other District staff and the public.
- Using tact, initiative, prudence and independent judgment within general policy, procedural and legal guidelines.
- Establishing and maintaining effective working relationships with employees and those contacted in the course of the work.
- Operating modern office equipment including computer equipment and software programs.
- Operating a motor vehicle safely.

**EDUCATION AND EXPERIENCE:**

*Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:*

Equivalent to graduation from a four-year college or university with major course work in public or business administration, public policy, finance or a field related to the work and five years of management or administrative experience in a municipal or other public agency setting. Possession of an appropriate Master's degree and experience in working with an elected Board or Council is highly desirable.

**License:**

Must possess and maintain a valid California class C driver's license and have a satisfactory driving record.

**PHYSICAL DEMANDS**

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various District and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard, typewriter keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push and pull drawers open and closed to retrieve and file General Manager Information. Positions in this classification occasionally lift and carry reports and records that typically weigh less than 20 pounds.

**ENVIRONMENTAL ELEMENTS**

Employees work in an office environment with moderate noise levels and controlled temperature conditions, although there may be occasional exposure to inclement weather conditions, noise, dust and potentially hazardous materials. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

**WORKING CONDITIONS**

May be required to work on evenings, weekends, and holidays.

**Note:** All employees of the Town of Discovery Bay Community Services District are designated by state law to be "Disaster Service Workers." In the event of a declared emergency or any undeclared emergency or natural disaster that threatens the life, health and/or safety of the public, employees may be assigned to assist rescue and relief workers. Such assignments may be in locations, during hours and performing work significantly different from the employees' normal work assignments and may continue through the recovery phase of the emergency.

## TOWN OF DISCOVER BAY COMMUNITY SERVICES DISTRICT

### WATER AND WASTEWATER MANAGER Class Description

**DEPARTMENT/DIVISION:** Public Services

#### **DEFINITION**

Under general direction, plans, directs, manages, supervises and coordinates the activities and operations of District's Water & Wastewater Facilities and various related activities; provides technical advice to the development community and conducts Capital Improvement Projects; coordinates assigned activities with other District's departments, outside agencies, and the general public and performs related work as required.

#### **SUPERVISION RECEIVED AND EXERCISED**

Receives direction from the General Manager. Exercises discretion in carrying out the roles and duties of the position and supervises all subordinate staff and oversees all the contracts necessary to provide water and wastewater services to the community.

#### **CLASS CHARACTERISTICS**

This is a single-position management classification in the Town's Community Services District organization. The incumbent organizes and oversees day-to-day maintenance operations activities and is responsible for providing professional-level support to the General Manager in a variety of areas. Successful performance of the work requires an extensive professional background as well as skill in coordinating departmental work with that of other District departments and public agencies. Responsibilities include performing and directing many of the department's day-to-day administrative functions. This class is distinguished from the General Manager in that the latter has overall responsibility for all District-wide functions and for developing, implementing and interpreting public policy. Must also work with District's Contractors.

#### **EXAMPLES OF ESSENTIAL JOB FUNCTIONS** (Illustrative Only)

*Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.*

- Assumes management responsibility for major water and wastewater functions and activities, including maintenance and operations of water production and treatment, wastewater collection, treatment and distribution.
- Manages and participates in the development and implementation of goals, objectives, policies, and priorities for assigned functions and programs; recommends, within departmental policy, appropriate service and staffing levels; recommends and administers policies and procedures.
- Assists in managing and participates in the development and administration of the annual budget and capital improvement budgets; directs the forecast of additional funds needed for staffing, equipment, materials, and supplies; directs the monitoring of and approves expenditures; directs and implements adjustments as necessary.
- Reviews and evaluates daily maintenance activities and work assignments with crews; discusses operational problems and suggests improvements or modifications on methods being used to ensure the effective and efficient operation of District facilities.
- Conducts inspections of District facilities to ensure proper operation and quality control to meet federal, state and local laws and regulations; responds to and meets with customers, associations and developers regarding water quality, water pressure, water availability, service connections, wastewater collection, treatment and discharge, and all associated responsibilities. Reviews plans and specifications; confers with engineers, contractors, and District staff on construction and improvement of District facilities; recommends improvements to District facilities; inspects new facilities, assists with startups and submits punch list.
- Supervises major repairs to District facilities; arranges for emergency equipment, contractors and directs the work of crews making emergency repairs.
- Advises and otherwise provides assistance to District Management, District staff, and the public regarding the operations of the District's water distribution and production system, and wastewater treatment and collection system ensures compliance with laws, rules, or regulations related to water distribution/production and wastewater collections system.

- May oversee the administration, construction, use and maintenance of all District facilities and equipment, including buildings, facilities, and other public property.
- Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees on performance issues in coordination with General Manager; responds to staff questions and concerns; makes discipline recommendations to the General Manager.
- Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors work load, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement and reviews with the General Manager; directs the implementation of improvements.
- Assists in planning, directing, and coordinating the Department's work plan; meets with staff to identify and resolve problems; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures.
- Serves as a liaison for the Department with other District departments, divisions, and outside agencies; attends meetings in various locations, as necessary; provides staff support to commissions, committees, and task forces, as necessary; negotiates and resolves significant and controversial issues.
- Negotiates contracts and agreements; coordinates with District staff to determine District needs and requirements for contractual services.
- Represents the Department to other District departments, elected officials, and outside agencies; explains and interprets departmental programs, policies, and activities.
- Conducts a variety of departmental organizational and operational studies and investigations; recommends modifications to programs, policies and procedures as appropriate.
- Participates on and makes presentations to a variety of boards and commissions; attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of public works and other types of public services as they relate to the area of assignment.
- Maintains and directs the maintenance of working and official departmental files.
- Monitors changes in laws, regulations, and technology that may affect District or departmental operations; implements policy and procedural changes as required.
- Prepares, reviews, and presents staff reports, various management and information updates, and reports on special projects as assigned by the General Manager.
- Responds to difficult and sensitive public inquiries and complaints and assists with resolutions and alternative recommendations.
- Assists customers, departments, and employees by providing answers and information regarding specific account information, discrepancies and/or general accounting procedures; and updates related files and departments on action items.
- Assists General Manager with special projects as required.
- Contributes to a positive work environment by participating in solutions to problems as they occur.
- Attendance and punctuality that is observant of scheduled hours on a regular basis.
- Performs other duties as assigned.

#### **QUALIFICATIONS**

##### **Knowledge of:**

- Practices
- Procedures
- Pertinent state and local laws, codes, and regulations.
- Principles and practices used in dealing with the public.
- Modern office practices, methods, and computer equipment.
- English usage, spelling, vocabulary, grammar, and punctuation.
- General principles of risk management related to the functions of the assigned area.
- Techniques for dealing effectively with the public, vendors, contractors and District staff, in person and over the telephone
- Safe driving principles and practices.
- Safe work practices.

**Skill in:**

- Interpreting, explaining, applying, and enforcing laws, ordinances, and regulations pertaining to Water & Wastewater services, activities and District Policy and CSD law.
- Following District and department policies and procedures related to assigned duties.
- Preparing and maintaining accurate logs, records, and written reports of work performed.
- Giving, as well as understanding and following, oral and written instructions.
- Making basic accurate arithmetic calculations.
- Must have great interpersonal skills.
- Must be skilled in reading and understanding construction drawings and spec's.
- Exercising good judgment, flexibility, creativity, and sensitivity in response to changing situations and needs.
- Organizing own work, setting priorities, and meeting critical time deadlines.
- Working independently in the absence of supervisor.
- Establishing and maintaining effective working relationships with employees and those contacted in the course of the work.
- Providing exceptional customer service to other District staff and the public.
- Using English effectively to communicate in person, over the telephone and in writing.
- Operating modern office equipment including computer equipment and software programs.
- Accessing, retrieving, entering, and updating information using a computer terminal.
- Effectively representing the District in meetings with governmental and regulatory agencies, and the public.
- Training other staff and volunteers in work procedures.
- Operating a motor vehicle safely.

**EDUCATION AND EXPERIENCE:**

*Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:*

Equivalent to graduation from a four-year college or university with major course work in public or business administration, public policy, finance or a field related to the work and five (5) years of management or administrative experience in a municipal or other public agency setting. Possession of an appropriate Master's degree and experience in working with an elected Board or Council is highly desirable.

Any combination of education and/or experience that has provided the knowledge, skills, and abilities necessary for acceptable job performance. Example combinations include graduation from high school, supplemented by college level courses in engineering, construction or a closely related field and four (4) years of progressively responsible experience in the production, operations, distribution, construction, and maintenance of water and wastewater systems, including at least three (3) years in a supervisory capacity.

**License:**

Must possess and maintain a valid California class C driver's license and have a satisfactory driving record.

**PHYSICAL DEMANDS**

Employees must meet the following requirements which are necessary to successfully perform the essential functions of this class: communicate in person, in writing, and/or by telephone with management, co-workers, and the public in face-to-face, one-to-one, and group settings; use office equipment such as computer terminals; stand or walk for extended periods of time; have hearing and vision within normal ranges; carry, push, reach and lift up to 25 pounds; occasionally stoop, kneel or crouch; sufficient manual dexterity to perform assigned tasks; work standby, weekends and holidays as needed; travel by automobile.

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to inspect/visit various District locations/facilities vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard, typewriter keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push and pull drawers open and closed to retrieve and file information. Positions in this classification occasionally lift and carry reports and records that typically weigh less than 50 pounds.

**ENVIRONMENTAL ELEMENTS**

Employees work in an office environment with moderate noise levels and controlled temperature conditions, although there may be occasional exposure to inclement weather conditions, noise, dust and potentially hazardous materials. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

Employees work primarily in the field and are occasionally exposed to loud noise levels, cold and/or hot temperatures, vibration, confining workspace, chemicals, dust, fumes, waste products, mechanical and/or electrical hazards. Incumbents are required to work on all types of floor surfaces, in a variety of facilities, in varying temperatures. Incumbents may be exposed to blood and body fluids while cleaning and are required to wear appropriate attire for the area to which they are assigned. Employees may interact with upset staff and/or public and private representatives, and contractors in interpreting and enforcing departmental policies and procedures.

**WORKING CONDITIONS**

May be required to work on evenings, weekends, and holidays.

**Note:** All employees of the Town of Discovery Bay Community Services District are designated by state law to be "Disaster Service Workers." In the event of a declared emergency or any undeclared emergency or natural disaster that threatens the life, health and/or safety of the public, employees may be assigned to assist rescue and relief workers. Such assignments may be in locations, during hours and performing work significantly different from the employees' normal work assignments and may continue through the recovery phase of the emergency.

# TOWN OF DISCOVER BAY COMMUNITY SERVICES DISTRICT

## PARKS AND LANDSCAPE MANAGER

### Class Description

**DEPARTMENT/DIVISION:** Parks and Landscape Services

#### **DEFINITION**

Under general direction, plans, directs, manages, supervises, and coordinates the activities and operations of the parks and landscape division within the District; provides technical advice to the County and conducts Capital Improvement Projects; coordinates assigned activities with other District divisions, outside agencies and the general public; provides highly responsible and complex administrative support to the General Manager; and performs related work as required.

#### **SUPERVISION RECEIVED AND EXERCISED**

Receives general direction by the General Manager. Exercises general and direct supervision to contractors, office support, technical staff, and vendors.

#### **CLASS CHARACTERISTICS**

This is a single-position mid-management classification. The incumbent organizes and oversees day-to-day park and landscape maintenance operations activities and is responsible for providing professional-level support to the General Manager in a variety of areas. Successful performance of the work requires an extensive professional background as well as skill in coordinating work with that of other District divisions and public agencies. Responsibilities include performing and directing many of the division's day-to-day administrative functions. This class is distinguished from the General Manager in that the latter has overall responsibility for developing, implementing and interpreting public policy

#### **EXAMPLES OF ESSENTIAL JOB FUNCTIONS (Illustrative Only)**

*Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.*

- Assumes management responsibility for all services and activities of the Parks and Landscape Division, including maintenance of parks, playgrounds, landscapes, facilities, urban forestry, athletic fields, lighting districts, landscape districts, parking zones, and urban trail.
- Manages and participates in the development and implementation of goals, objectives, policies, and priorities for assigned programs; recommends, within District policy, appropriate service and staffing levels; recommends and administers policies and procedures.
- Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors work load, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement and review with the General Manager; directs the implementation of improvements.
- Selects, trains, motivates and evaluates assigned personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.
- Plans, directs, coordinates, and reviews the work plan for the Parks and Landscape Division; meets with staff to identify and resolve problems; assigns work activities, projects and programs; monitors work flow; reviews and evaluates work products, methods and procedures.
- Plans, develops, and administers contracts for tree maintenance, landscape maintenance and construction, irrigation design, electrical work, open space maintenance, rodent control, park and playground inspection, and other activities related to the construction, maintenance, and operation of parks and landscapes.
- Inspects District facilities, landscaping and infrastructure on a regular basis and makes recommendations for improvements and repairs.
- Manages and participates in the development and administration of the Parks and Landscape Division annual budget; directs the forecast of additional funds needed for staffing, equipment, materials, and supplies; directs the monitoring of and approves expenditures.
- Serves as liaison for the Parks and Landscape Division with other District divisions and outside agencies; attends meetings, as necessary; provides staff support to commissions, committees and task forces, as necessary; negotiates and resolves significant and controversial issues.

- Provides responsible staff assistance to the General Manager; prepares and presents staff reports and other necessary correspondence.
- Conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to Parks and Landscape programs, policies and procedures as appropriate.
- Conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to Parks and Landscape programs, policies and procedures as appropriate.
- Prepares records related to work performed and materials and supplies used; researches special projects, evaluates alternatives, prepares reports and recommendations; writes correspondence, and responds to public inquiries and provides pertinent information.
- Develops, implements, and administers employee technical and safety training programs.
- Receives, investigates, and responds to problems and complaints from citizens in a professional manner; identifies and reports findings and takes necessary corrective action.
- Oversees and is responsible for the development of Capital Improvement projects including specifications, estimates and bids for machinery, tools, equipment and contract services, plan development, bidding, contract management and inspection during construction.
- Participates on a variety of boards and commissions; attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of maintenance operations management.
- Prepares a variety of agenda reports under the direction of the General Manager.
- Assists the General Manager in reviewing Landscape Architectural plans on behalf of the District; provides technical advice to the development community; provides inspections to ensure plans are implemented according to District ordinances.
- Responds to emergencies as required; coordinates activities with other responders to provide effective response; directs the work of staff and utilization of resources to affect repair and ensure the safety of the community.
- Monitors technological and regulatory changes that affect District maintenance activities; recommends changes to procedures and implements such changes after approval.
- Confers with other divisions on questions regarding matters related to assigned areas of responsibility; negotiates and resolves significant issues.
- Provides technical information and instruction regarding applicable procedures and methods; interprets and explains rules, regulations and procedures; answers questions and resolves concerns.
- Manages graffiti removal in parks and other landscaped areas.
- Monitors development related to parks and landscaping operations, evaluates impact, and implements policy and procedure improvements.
- Plans the acquisition, layout, and maintenance of new park facilities, lighting districts, landscaping districts, maintenance zones, parking lot zones, and County trail.
- Assists customers, divisions, and employees by providing answers and information regarding specific account information, discrepancies and/or general accounting procedures; and updates related files and divisions on action items.
- Provides for safety training of staff; directs a work safety training program and conducts safety meetings.
- Assists General Manager with special projects as required.
- Contributes to a positive work environment by participating in solutions to problems as they occur.
- Attendance and punctuality that is observant of scheduled hours on a regular basis.
- Performs other duties as assigned.

## **QUALIFICATIONS**

### **Knowledge of:**

- Policies, procedures, equipment, materials, and supplies related to the construction, operation, maintenance, and repair operation of infrastructure, and facilities found in a municipal setting, including parks, playgrounds, landscapes, facilities, urban forestry, special districts and zones, and urban trails.
- Administrative principles and practices, including goal setting, program development, implementation and evaluation and supervision of staff, either directly or through subordinate levels of supervision.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
- Modern and complex principles and practices of maintenance program development and administration.
- Methods of estimating time, labor, materials, and equipment necessary to perform assigned work.
- Materials, methods, and equipment used in landscape construction and maintenance.
- Safety principles, practices, and procedures used for landscape related projects.



- Principles and practices of employee supervision, including work planning, assignment, review, and evaluation and the training of staff in work procedures.
- Principles of contract administration for parks and landscape maintenance and repair projects.
- Basic principles and practices of budget preparation and administration and Capital Improvement Program development, administration, and accountability.
- Principles and practices of current water conservation and irrigation management technology.
- Irrigation materials, methods, and design concepts.
- Plant and tree diseases and pests, including approved control and eradication methods and proper chemical usage.
- Principles and practices of grant funding application and administration.
- Pertinent state and local laws, codes, and regulations.
- Principles and practices used in dealing with the public.
- Principles and procedures of record keeping.
- Modern office practices, methods, and computer equipment.
- English usage, spelling, vocabulary, grammar, and punctuation.
- General principles of risk management related to the functions of the assigned area.
- Techniques for dealing effectively with the public, vendors, contractors and District staff, in person and over the telephone.
- Safe driving principles and practices.
- Safe work practices.

**Skill in:**

- Interpreting, explaining, applying, and enforcing laws, ordinances, and regulations pertaining to parks, landscaping and urban forestry.
- Overseeing park and playground maintenance and beautification, including tree planting and maintenance.
- Developing and implementing goals, objectives, practices, policies, procedures, work standards for the parks and landscape program.
- Selecting, supervising, training and evaluating staff
- Planning, organizing, scheduling, assigning, reviewing, and evaluating the work of staff and contractors.
- Providing administrative and professional leadership and direction for the Parks and Landscape Division.
- Analyzing problems, identifying alternative solutions, project consequences of proposed actions, and implementing recommendations in support of goals.
- Researching, analyzing, and evaluating new service delivery methods, procedures, and techniques.
- Developing contract specifications for parks, landscape, lighting, and other maintenance contracts.
- Administering parks and landscape related maintenance and construction contracts.
- Preparing and administering budgets; preparing clear and concise administrative and financial reports.
- Analyzing, interpreting, applying, and enforcing Federal, State, and local policies, procedures, laws, and regulations.
- Reading and interpreting plans, specifications, and diagrams used in the design and construction of parks, playground equipment, athletic fields, special districts and zones, and urban trails.
- Responding to requests and inquiries from the general public.
- Preparing clear and concise reports, correspondence, procedures, and other written materials.
- Preparing and maintaining accurate logs, records, and written reports of work performed.
- Giving, as well as understanding and following, oral and written instructions.
- Making accurate arithmetic calculations.
- Exercising good judgment, flexibility, creativity, and sensitivity in response to changing situations and needs.
- Organizing own work, setting priorities, and meeting critical time deadlines.
- Working independently in the absence of supervisor.
- Providing exceptional customer service to other District staff and the public.
- Using English effectively to communicate in person, over the telephone and in writing.
- Operating modern office equipment including computer equipment and software programs.
- Accessing, retrieving, entering, and updating information using a computer terminal.
- Effectively representing the District in meetings with governmental and regulatory agencies, and the public.
- Training other staff and volunteers in work procedures.
- Operating a motor vehicle safely.

**EDUCATION AND EXPERIENCE:**

*Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:*

Equivalent to graduation from an accredited four-year college or university with major course work in public administration, parks administration, horticulture, landscape architecture, or a related field supplemented by four (4) years of increasingly responsible experience in landscape maintenance functions and parks planning, preferably in a public agency setting, with a minimum of two (2) years at a supervisory level.

**License:**

Must possess and maintain a valid California class C driver's license and have a satisfactory driving record. Possess and maintain proof of auto liability insurance.

**Certification:**

Possession of State of California Pest Control Advisor's License or Qualified Applicator's License, Certified Arborist Certification, Certified Landscape Water Auditor Certification, Playground Safety Certification, and/or certification or training in any maintenance and construction specialties related to the work are desirable.

**PHYSICAL DEMANDS**

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle, to inspect various District infrastructure, development sites, field operations and work sites, and to visit various meeting sites; vision to read printed materials and a computer screen and hearing and speech to communicate in person, before groups and over the telephone. The job involves field inspection work requiring frequent walking at inspection site areas to monitor performance and to identify problems or hazards. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, climb, push and pull drawers open and closed to retrieve and file information. Positions in this classification occasionally lift, move, and carry objects that typically weigh up to 50 pounds.

**ENVIRONMENTAL ELEMENTS**

Employees work in an office environment with moderate noise levels and controlled temperature conditions, although there may be occasional exposure to inclement weather conditions, noise, dust and potentially hazardous materials including confining workspaces, chemicals, mechanical and/or electrical hazards. Employees may interact with upset staff and/or public and private representatives, and contractors in interpreting and enforcing divisional policies and procedures.

**WORKING CONDITIONS**

May be required to work on evenings, weekends, and holidays.

**Note:** All employees of the Town of Discovery Bay Community Services District are designated by state law to be "Disaster Service Workers." In the event of a declared emergency or any undeclared emergency or natural disaster that threatens the life, health and/or safety of the public, employees may be assigned to assist rescue and relief workers. Such assignments may be in locations, during hours and performing work significantly different from the employees' normal work assignments and may continue through the recovery phase of the emergency.

## TOWN OF DISCOVER BAY COMMUNITY SERVICES DISTRICT

### FINANCE MANAGER Class Description

**DEPARTMENT:** Financial Services

#### **DEFINITION**

Under general direction, plans, organizes, oversees, coordinates and reviews the work of staff performing difficult and complex professional, technical and office support activities related to the processing of financial transactions and preparing and reconciling financial and accounting records and reports; performs professional accounting work to ensure regulatory compliance with governmental accounting standards; maintains and improves the District's accounting system; provides highly complex and responsible support to the General Manager; and performs related work as required.

#### **SUPERVISION RECEIVED AND EXERCISED**

Receives general direction by the General Manager. Exercises general and direct supervision over accounting, professional, technical and customer service staff.

#### **CLASS CHARACTERISTICS**

This is a single-position mid-management classification. The incumbent organizes and oversees day-to-day financial processing, reporting, and record keeping activities and is responsible for providing professional-level support to the General Manager in a variety of areas. Responsibilities include oversight of the payroll, accounts payable, accounts receivable, general ledger, and fixed assets. Performs a variety of customer service, analysis of accounts and revenue, record keeping, reconciliation and financial report preparation activities. Responsibilities regularly include the use of one or more automated systems, although some manual processing may be required. This class is distinguished from the General Manager in that the latter has overall responsibility for all administrative service functions and for developing, implementing and interpreting public policy.

#### **EXAMPLES OF ESSENTIAL JOB FUNCTIONS** (Illustrative Only)

*Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.*

- Manages and participates in the development and implementation of goals, objectives, policies and priorities for assigned programs; recommends within departmental policy, appropriate service and staffing levels; recommends and administers policies and procedures.
- Develops and standardizes procedures and methods to improve the efficiency and effectiveness of District financial operations; continuously monitors and evaluates the service delivery methods and procedures and identifies opportunities for improvement; recommends improvements to the Director and implements new procedures and methods.
- Plans, directs, coordinates, and reviews the work plan for the Financial Services Division; meets with staff to identify and resolve problems; assigns work activities, projects and programs; monitors work flow; reviews and evaluates work products, methods and procedures.
- Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.
- Performs complex and difficult accounting and financial support work within programmatic and procedural guidelines.
- Oversees the payroll process; ensures that data submitted and payments made are correct; audits payroll deductions and earning registers for correctness.
- Researches and audits a variety of reports, records and documents to reconcile ledgers and journals and to produce a variety of specialized reports; may develop report formats and utilize varied databases.
- Assists in monitoring various accounts, verifying availability of funds and classification of expenditures; researches and analyzes transactions to resolve concerns.

- Updates District records and procedures in assigned areas pursuant to changes in law, District policies and procedures, Memoranda of Understanding, and other pertinent rules and regulations.
- Confers with other departments on questions regarding matters related to assigned areas of responsibility; negotiates and resolves significant issues.
- Oversees and reviews accounts payable check processing; answers questions related to proper coding, proper authorizations and available budget.
- Assists in formulating fiscal policy and develops effective procedures for financial record keeping and accounting systems that comply with current Generally Accepted Accounting Principles and practices, legal mandates, special grant funding and special programs.
- Ensures that tax reporting is in compliance with Internal Revenue Service regulations and guidelines.
- Prepares the year-end close of District books; coordinates various audits and provides information to outside auditors during annual audit; gives expert assistance to auditors for questions, data gathering and compiling reports; prepares annual audit book containing all schedules requested by auditors.
- Assists with fixed assets accounting procedures, contract procedures, miscellaneous holding accounts and purchasing requirements consistent with public contract code.
- Prepares District's annual Operating and Capital Improvement Program budgets, including developing salary and benefits projections, account, revenue and expenditure projections, and preparing the initial draft of the District's annual budgets; revises and edits budget documents and reports for accuracy and content.
- Provides technical information and instruction regarding applicable procedures and methods; interprets and explains rules, regulations and procedures; answers questions and resolves concerns.
- Oversees reconciliation of District bank accounts to the general ledger on a monthly basis, inclusive of providing support for fiscal agent and investment reconciliation.
- Records and verifies a variety of complex financial transactions; prepares and maintains records and a variety of periodic and special financial, accounting and statistical reports; may present reports to Board of Directors and other groups as requested.
- Attends District Board meetings, as necessary.
- Attends and participates in professional group meetings; keeps abreast of new trends and innovations in the field of municipal accounting.
- Coordinates employee development, training, work evaluation and recognition programs; provides training to District employees involving human resources issues and current topics; conducts specialized training for key personnel on management techniques and policies and procedures.
- Develops, reviews, and presents staff reports related to assigned activities and services.
- Provides highly complex staff assistance to the General Manager.
- Conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to assigned programs, policies, and procedures, as appropriate.
- Implements adopted human resources plans, policies and standards, as appropriate.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of public agency finance and accounting; researches emerging products and enhancements and their applicability to District needs.
- Monitors changes in regulations and technology that may affect operations; implements policy and procedural changes after approval.
- Receives, investigates, and responds to difficult and sensitive problems and inquiries in a professional manner; identifies and reports findings and takes necessary corrective action.
- Assists customers, departments, and employees by providing answers and information regarding specific account information, discrepancies and/or general accounting procedures; and updates related files and departments on action items.
- Contributes to a positive work environment by participating in solutions to problems as they occur.
- Attendance and punctuality that is observant of scheduled hours on a regular basis.
- Assists General Manager with Special Projects as required.
- Performs other duties as assigned.

## **QUALIFICATIONS**

### **Knowledge of:**

- Administrative principles and practices, including goal setting, program development, implementation and evaluation and supervision of staff, either directly or through subordinate levels of supervision.
- Principles and practices of governmental accounting, public finance administration and budgeting, auditing, reconciliation; federal and state regulations and guidelines as they pertain to municipal finance; municipal taxation and revenue management.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
- Practices and techniques of automated and manual financial and accounting document processing and record keeping.
- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.
- Public agency payroll principles and practices.
- Standard office support practices and procedures, including the use of standard office equipment.
- Computer applications related to the work, including word processing, spreadsheet and database applications.
- Records management principles and practices.
- Techniques for effectively representing the District in contacts with governmental agencies, community groups, various business, professional, educational and regulatory organizations and with property owners, developers, contractors and the public.
- Applicable Federal, State, and local laws, ordinances, regulations, and guidelines relevant to assigned duties.
- Principles and practices used in dealing with the public.
- Principles and procedures of record keeping and cash handling.
- English usage, spelling, vocabulary, grammar, and punctuation.
- General principles of risk management related to the functions of the assigned area.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors and District staff, in person and over the telephone.
- Basic computer software related to work, including computer devices.
- Modern office practices, methods and computer equipment; related software application methods and procedures related to work.
- Safe driving principles and practices.
- Safe work practices.

### **Skill in:**

- Developing and implementing goals, objectives, policies, procedures, and work standards for the finance department.
- Planning, organizing, scheduling, assigning, reviewing and evaluating the work of staff.
- Performing difficult, professional and technical accounting and financial support work accurately and in a timely manner.
- Interpreting, applying and explaining complex laws, codes, regulations and ordinances.
- Recommending improvements in financial record keeping systems.
- Entering and retrieving data from a computer with sufficient speed and accuracy to perform assigned work.
- Preparing clear and concise reports, correspondence, procedures and other written materials.
- Maintaining accurate records and files of work performed.
- Making sound, independent decisions within established policy and procedural guidelines.
- Following District and department policies and procedures related to assigned duties.
- Preparing and maintaining accurate logs, records, and written reports of work performed.
- Giving, as well as understanding and following, oral and written instructions.
- Making accurate arithmetic, financial and statistical computations.
- Exercising good judgment, flexibility, creativity, and sensitivity in response to changing situations and needs.
- Organizing own work, setting priorities, and meeting critical time deadlines.
- Working independently in the absence of supervisor.

- Using English effectively to communicate in person, over the telephone, and in writing.
- Establishing and maintaining effective working relationships with employees and those contacted in the course of the work.
- Providing exceptional customer service to other District staff and the public.
- Operating modern office equipment including computer equipment and software programs.
- Accessing, retrieving, entering, and updating information using a computer terminal.
- Effectively representing the District in meetings with governmental and regulatory agencies, and the public.
- Using fact, initiative, prudence and independent judgment within general policy, procedural and legal guidelines.
- Training other staff and volunteers in work procedures.
- Operating a motor vehicle safely.

**EDUCATION AND EXPERIENCE:**

*Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:*

Equivalent to graduation from an accredited four-year college or university with major course work in accounting, finance, business administration, or a related field supplemented by four (4) years of increasingly responsible experience in professional accounting, preferably in a public agency setting, with a minimum of two (2) years at a supervisory level.

**License:**

Must possess and maintain a valid California class C driver's license and have a satisfactory driving record. Possess and maintain proof of auto liability insurance.

**PHYSICAL DEMANDS**

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard, typewriter keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push and pull drawers open and closed to retrieve and file information. Positions in this classification occasionally lift and carry reports and records that typically weigh less than 20 pounds.

**ENVIRONMENTAL ELEMENTS**

Employees work in an office environment with moderate noise levels, controlled temperature conditions and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

**WORKING CONDITIONS**

May be required to work on evenings, weekends, and holidays.

**Note:** All employees of the Town of Discovery Bay Community Services District are designated by state law to be "Disaster Service Workers." In the event of a declared emergency or any undeclared emergency or natural disaster that threatens the life, health and/or safety of the public, employees may be assigned to assist rescue and relief workers. Such assignments may be in locations, during hours and performing work significantly different from the employees' normal work assignments and may continue through the recovery phase of the emergency.

## TOWN OF DISCOVER BAY COMMUNITY SERVICES DISTRICT

### EXECUTIVE ASSISTANT

#### Class Description

**DEPARTMENT/DIVISION:** General Manager

#### **DEFINITION**

Under general direction, provides varied, complex, and confidential office administrative and secretarial support to the General Manager and Town/Community Services District (District) management and administration staff; conducts projects and administers limited programs; performs technical support work related to the responsibilities of the General Manager and other department directors and management staff; and performs related work as required.

#### **SUPERVISION RECEIVED AND EXERCISED**

Receives general direction from the General Manager or other District management. Gives direction to lower-level administrative staff.

#### **CLASS CHARACTERISTICS**

Incumbents perform a variety of office administrative, project coordination and management support work for the General Manager, other department directors, and associated staff. The work requires extensive public contact, the frequent use of tact, discretion, and independent judgment, knowledge of District activities and the ability to perform independent projects. This class is distinguished from other office administrative classes in that the nature, scope, and diversity of responsibilities; requires a broader understanding of District functions and the capability of relieving District management staff of day-to-day office administrative and coordinative duties. The position of Executive Assistant is the highest position in the Administrative Job Series.

#### **EXAMPLES OF ESSENTIAL JOB FUNCTIONS** (Illustrative Only)

*Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.*

- Oversees and ensures that the office administrative functions of the General Manager's office are effectively carried out.
- Oversees and supervises the clerical duties of technical and administrative incumbents within the General Manager's Office.
- Maintains multiple calendars and coordinates the schedules of the General Manager, Staff and other District management and administration; and makes travel arrangements as required.
- Organizes and coordinates meetings, conferences, and other functions for the District.
- Receives and screens visitors, telephone calls, emails and regular mail; provides information and resolves issues for District staff, other organizations, and the public, which often requires the use of judgment and the interpretation of policies, rules, and procedures.
- Types and assembles reports, manuals, correspondence, and other materials; independently responds to letters and general correspondence (i.e., composes and prepares letters, memoranda, and reports pertaining to standard policies).
- Researches, compiles, organizes, and analyzes information and data for special projects and various reports, publications, and newsletters; designs and implements forms; prepares written materials to explain District programs and procedures.
- Attends to a variety of office administrative details, such as keeping informed of departmental activities, transmitting information, preparing contracts and agreements, ,
- Operates standard office equipment, including job-related computer hardware and software applications, facsimile equipment, and multi-line telephones; may operate other department-specific equipment.
- Organizes and maintains various administrative, confidential, reference, and follow-up files; purges files as required.
- Directs, coordinates, reviews, and evaluates the work of office support staff on a project or day-to-day basis; participates in the selection of clerical staff and trains staff in work procedures.
- Contributes to a positive work environment by participating in solutions to problems as they occur.

- Attendance and punctuality that is observant of scheduled hours on a regular basis.
- Performs other duties as assigned.

### **QUALIFICATIONS**

#### **Knowledge of:**

- Basic organization and function of public agencies, including the role of an elected Board of Directors and appointed boards and commissions.
- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.
- Basic budgetary policies and procedures.
- Basic principles and practices of data collection and report preparation.
- Applicable codes, regulations, policies, technical processes and procedures.
- Project coordination and implementation procedures.
- Standard office administrative and secretarial practices and procedures, including the use of standard office equipment.
- Business letter writing and the standard format for reports and correspondence.
- Computer applications related to the work, including word processing, database and spreadsheet applications.
- Records management principles and practices.
- Business arithmetic and basic statistical techniques.
- Techniques for dealing effectively with the public, vendors, contractors and District staff, in person and over the telephone.
- Techniques for providing a high level of customer service to public and District staff, in person and over the telephone.
- Safe driving principles and practices.
- Safe work practices.

#### **Skill in:**

- Planning, organizing, administering, coordinating, reviewing, evaluating and personally participating in office management functions and administrative duties and responsibilities.
- Planning, organizing, assigning, coordinating, supervising and evaluating the work of assigned staff.
- Assisting in preparing and administering budgets; preparing clear and concise reports.
- Providing varied, confidential and responsible secretarial and office administrative work requiring the use of independent judgment, tact and discretion.
- Responding to and effectively prioritizing multiple phone calls, walk-up traffic and other requests/interruptions.
- Interpreting, applying, explaining and implementing policies, procedures, technical processes and computer applications related to the General Manager's office.
- Analyzing and resolving office administrative and procedural concerns and making process improvement changes to streamline procedures.
- Planning, organizing, scheduling, assigning, reviewing and evaluating the work of staff.
- Performing basic research and preparing reports and recommendations.
- Composing correspondence and reports independently or from brief instructions.
- Establishing and maintaining a records management system.
- Making accurate arithmetic and statistical calculations.
- Using English effectively to communicate in person, over the telephone and in writing.
- Organizing own work, coordinating projects, setting priorities, meeting critical deadlines and following-up on assignments with a minimum of direction.
- Taking notes rapidly and accurately transcribing own notes.
- Providing exceptional customer service to coworkers, internal customers and the public.
- Using tact, initiative, prudence and independent judgment within general policy, procedural and legal guidelines.
- Establishing and maintaining effective working relationships with employees and those contacted in the course of the work.
- Operating modern office equipment including computer equipment and software programs.
- Operating a motor vehicle safely.



**EDUCATION AND EXPERIENCE:**

*Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:*

Equivalent to the completion of the twelfth (12th) grade supplemented by two (2) years of college-level coursework in business or secretarial science, and five (5) years of responsible secretarial experience involving assisting executive management or a high level official with administrative duties such as typing, filing, calendar coordination, public relations, and project coordination tasks, including two (2) years of lead experience. Possession of Associates of Arts degree from a business or community college in an appropriate curriculum is highly desirable.

**License:**

Possession of, or ability to obtain, and maintain, a valid California class C driver's license with a satisfactory driving record, may be required.

**PHYSICAL DEMANDS**

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various District and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard, typewriter keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push and pull drawers open and closed to retrieve and file information. Positions in this classification occasionally lift and carry reports and records that typically weigh less than 20 pounds.

**ENVIRONMENTAL ELEMENTS**

Employees work in an office environment with moderate noise levels, controlled temperature conditions and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

**WORKING CONDITIONS**

May be required to work on evenings, weekends, and holidays.

**Note:** All employees of the Town of Discovery Bay Community Services District are designated by state law to be "Disaster Service Workers." In the event of a declared emergency or any undeclared emergency or natural disaster that threatens the life, health and/or safety of the public, employees may be assigned to assist rescue and relief workers. Such assignments may be in locations, during hours and performing work significantly different from the employees' normal work assignments and may continue through the recovery phase of the emergency.

**TOWN OF DISCOVER BAY COMMUNITY SERVICES DISTRICT**

**ACCOUNTING CLERK/SENIOR ACCOUNTING CLERK**  
Class Description

**DEPARTMENT/DIVISION:** Financial Services

**DEFINITION**

Under direct or general supervision of Finance Manager, learns and performs a variety of clerical and office support work related to the processing of financial transactions, record keeping and the preparation and reconciliation of financial and accounting records and reports; and performs related work as required.

**SUPERVISION RECEIVED AND EXERCISED**

Receives direct or general supervision and training by the Finance Manager or higher-level supervisor. No direct supervision of staff is exercised. The higher-level class may exercise technical and functional lead supervision over the lower-level class.

**CLASS CHARACTERISTICS**

Accounting Clerk is the first working-level class in the Accounting Clerk series. Initially under close supervision, incumbents perform work in accounts receivable and/or accounts payable, in addition to performing a variety of record keeping, reconciliation and report preparation activities. As knowledge and experience are gained, the work becomes broader in scope, assignments are more varied and are performed under more general supervision. This class is alternately staffed with the Senior Accounting Clerk and incumbents may advance to the higher-level class after gaining the knowledge, skills and experience that meet the qualifications for and demonstrating the ability to perform the work of the higher-level class.

Senior Accounting Clerk is the full journey-level class in the Accounting Clerk series. Incumbents are cross-trained and perform the full range of technical work in all of the following areas: payroll, accounts receivable and/or accounts payable, in addition to performing a variety of record keeping, reconciliation and report preparation activities. This class is distinguished from Accounting Technician in that the latter is the advanced journey-level class in the series, is a single-position class, and performs higher-level functions related to payroll and benefits systems

**EXAMPLES OF ESSENTIAL JOB FUNCTIONS (Illustrative Only)**

*Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.*

When performing the accounts receivable assignment:

- Receives and balances cash receipts; allocates revenue to proper cost accounts; posts revenue; prepares deposits and related reports.
- Receives mail and direct payments from the public and from other Town departments, balances monies received, prepares receipts and bank deposits.
- Processes refundable bonds and deposits by posting activities to ledger, refunds unused deposit and generates related information.
- Prepares and distributes billings and notices.
- Prepares delinquent item reports, initiates and monitors delinquent processing.

When performing the accounts payable assignment:

- Processes and maintains accounting and financial transactions in compliance with all applicable rules regulations and ordinances.
- Reviews source documents for compliance to rules, regulations and procedures; determines proper handling for compliance.
- Reviews source documents for accuracy and receipt of information; collects, records, files, and distributes related paperwork.
- Prepares documentation for payment; confer with vendors as necessary; enters and verifies data into the automated accounts payable system to produce payment; may prepare manual checks; prepares payments for mailing and file copies with backup.

- Receives vendor inquiries via telephone, fax or mail; and resolves any issues, problems or requests using established procedures.

When performing all assignments:

- Verifies, posts, and records a variety of financial transactions; prepares and maintains database, records and a variety of periodic and special financial, accounting and statistical reports.
- Enters and retrieves information using standard word processing and spreadsheet software.
- Reconciles transactions and data as directed; records changes and resolves differences, maintains the accuracy of the accounting and financial records.
- Generates and assists in the preparation of monthly, quarterly, and year-end financial, summary and technical reports.
- Performs general office support duties such as opening and routing mail and deliveries; preparing correspondence; filing and record keeping; and duplicating and distributing various written materials.
- Assists customers, departments, and employees by providing answers and information regarding specific account information, discrepancies and/or general accounting procedures; and updates related files and departments on action items.
- Assists Finance Manager with special projects as required.
- Contributes to a positive work environment by participating in solutions to problems as they occur.
- Performs other duties as assigned.

### **QUALIFICATIONS**

#### **Knowledge of:**

- Terminology and practices of financial and accounting document processing and record keeping, including payroll, accounts payable, accounts receivable and purchasing.
- Basic principles and practices of fund accounting and public agency budgeting.
- Standard office practices and procedures, including the use of standard office equipment.
- Computer applications related to the work, including word processing and spreadsheet applications.
- Records management principles and practices.
- Business arithmetic and statistical techniques.
- Techniques providing a high level of customer service to public and Town staff, in person and over the telephone.
- Safe driving principles and practices.
- Safe work practices.

#### **Skill In:**

- Performing detailed accounting and financial office support work accurately and in a timely manner.
- Responding to and effectively prioritizing multiple phone calls and other requests for service.
- Interpreting, applying and explaining policies and procedures.
- Composing correspondence and reports independently or from brief instructions.
- Establishing, maintaining and researching files.
- Making accurate arithmetic, financial and statistical computations.
- Using English effectively to communicate in person, over the telephone and in writing.
- Organizing own work, setting priorities and meeting critical time deadlines.
- Entering and retrieving data from a computer with sufficient speed and accuracy to perform assigned work.
- Providing exceptional customer service to coworkers, internal customers and the public.
- Using tact, initiative, prudence and independent judgment within general policy, procedural and legal guidelines.
- Establishing and maintaining effective working relationships with employees those contacted in the course of the work.
- Operating modern office equipment including computer equipment and software programs.
- Operating a motor vehicle safely.

### **EDUCATION AND EXPERIENCE:**

*Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:*

Accounting Clerk: Equivalent to the completion of the twelfth (12<sup>th</sup>) grade and one (1) year of experience in performing general accounting office work. Coursework related to bookkeeping, basic accounting and/or related computer applications and some experience in processing financial documents and maintaining financial or accounting records are desirable. Some experience and/or training in the use of Microsoft Office Products and other modern software applications.

Senior Accounting Clerk: Equivalent to the completion of the twelfth (12<sup>th</sup>) grade supplemented by coursework related to bookkeeping, basic accounting and/or related computer applications is desired and four (4) years of experience in processing financial documents, maintaining financial or accounting records, or billing and collections, or two (2) years of experience equivalent to that of Accounting Clerk.

**License:**

Possession of, or ability to obtain, and maintain a valid California class C driver's license, with a satisfactory driving record, may be required.

**PHYSICAL DEMANDS**

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard, typewriter keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push and pull drawers open and closed to retrieve and file information. Positions in this classification occasionally lift and carry reports and records that typically weigh less than 20 pounds.

**ENVIRONMENTAL ELEMENTS**

Employees work in an office environment with moderate noise levels, controlled temperature conditions and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

**WORKING CONDITIONS**

May be required to work on evenings, weekends, and holidays.

**Note:** All employees of the Town of Discovery Bay Community Services District are designated by state law to be "Disaster Service Workers." In the event of a declared emergency or any undeclared emergency or natural disaster that threatens the life, health and/or safety of the public, employees may be assigned to assist rescue and relief workers. Such assignments may be in locations, during hours and performing work significantly different from the employees' normal work assignments and may continue through the recovery phase of the emergency.

## TOWN OF DISCOVER BAY COMMUNITY SERVICES DISTRICT

### ADMINISTRATIVE ASSISTANT Class Description

**DEPARTMENT/DIVISION:** Various

#### **DEFINITION**

Under general supervision, provides varied, complex, and confidential office administrative and administrative secretarial support primarily to the General Manager and Department Managers; conducts projects and administers limited programs; performs technical support work related to the responsibilities of the General Manager, and Department Managers and Staff; and performs related work as required.

#### **SUPERVISION RECEIVED AND EXERCISED**

Receives general supervision from the General Manager, Department Managers or the Executive Assistant. May exercise technical and functional supervision over other staff, as needed.

#### **CLASS CHARACTERISTICS**

Initially under close direction, incumbents with an appropriate educational or equivalent technical background learn and perform a variety of office administrative, project coordination and management support work for Department Managers, General Manager, and associated staff. As knowledge and experience are gained, the work becomes broader in scope; assignments are more varied, include limited programmatic duties, and are performed under more general direction. This class is distinguished from the Executive Assistant classification in that the latter's nature, scope, and diversity of responsibilities related to providing assistance to a number of different department directors in day-to-day office administrative and coordinative duties is greater.

#### **EXAMPLES OF ESSENTIAL JOB FUNCTIONS** (Illustrative Only)

*Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.*

- Provides office administrative support, transmits information to, and addresses questions from the General Manager, Department Managers, other staff, and the public.
- Assists with office administrative functions of the General Manager's office, Departments, and the District in general.
- May maintain multiple calendars and/or coordinate the schedules of the General Manager or Department Manager as directed; makes travel arrangements as required.
- Receives and screens visitors, telephone calls, emails and regular mail; provides information and resolves issues for District staff, other organizations, and the public, which often requires the use of judgment and the interpretation of policies, rules, and procedures.
- Provides a variety of support to District commissions, committees, and/or task forces; may prepare and distribute agenda packets, attend meetings and prepare minutes, and follow-up on decisions as required.
- Assists the General Manager, Department Managers, or Executive Assistant with the organization and coordination of District functions and events (i.e., designs and distributes flyers, room/event set-up and clean-up).
- May support the Board of Directors at meetings (i.e., acts as the Secretary to the Board of Directors, meeting room set-up and clean-up).
- Organizes and maintains various administrative, confidential, reference, and follow-up files and records for the General Manager's Office, Departments, staff and the Board of Directors (i.e., budgets, purchasing; updates resources materials).
- Attends to a variety of office administrative details, such as purchasing supplies, arranging for equipment purchase and maintenance, and attending meetings.
- Prepares detailed and often confidential correspondence, reports, forms, invitations, graphic materials, and specialized documents from drafts, notes, brief instructions, corrected copy, or dictated tapes; proofreads materials for accuracy, completeness, compliance with departmental policies, format, and English usage, including grammar, punctuation and spelling.

- Operates standard office equipment, including job-related computer hardware and software applications, facsimile equipment, and multi-line telephones; may operate other department-specific equipment.
- May direct, coordinate and review the work of office support staff on a project or day-to-day basis; may train staff in work procedures.
- Contributes to a positive work environment by participating in solutions to problems as they occur.
- Attendance and punctuality that is observant of scheduled hours on a regular basis.
- Performs other duties as assigned.

## **QUALIFICATIONS**

### **Knowledge of:**

- Administrative principles and practices, including goal setting, program development, implementation and evaluation and supervision of staff, either directly or through subordinate levels of supervision.
- Principles, practices and procedures of public administration in a municipal setting.
- Applicable federal and state laws, codes, ordinances and regulations.
- Principles and practices of budget development, administration and accountability.
- Current social, political and economic trends affecting District government and service provision.
- Modern office practices, methods and computer equipment; related software application methods and procedures.
- Techniques for effectively representing the District in contacts with governmental agencies, community groups and various business, professional, educational, regulatory and legislative organizations.
- Techniques for dealing with vendors, contractors, District staff and a variety of individuals from various socio-economic, cultural and ethnic backgrounds, in person and over the telephone.
- Techniques for providing a high level of customer service to public and District staff, in person and over the telephone.
- Safe driving principles and practices.
- Safe work practices.

### **Skill in:**

- Providing varied, confidential and responsible clerical, secretarial and office administrative work requiring the use of independent judgment, tact and discretion.
- Responding to and effectively prioritizing multiple phone calls, walk-up traffic and other requests/interruptions.
- Interpreting and implementing policies, procedures, technical processes and computer applications.
- Analyzing and resolving office administrative and procedural concerns and making process improvement changes to streamline procedures.
- Performing basic research and preparing reports and recommendations.
- Composing correspondence and reports independently or from brief instructions.
- Establishing and maintaining a records management system.
- Making accurate basic arithmetic and basic statistical calculations.
- Using English effectively to communicate in person, over the telephone and in writing.
- Organizing own work, coordinating projects, setting priorities, meeting critical deadlines and following-up on assignments with a minimum of direction.
- Taking notes rapidly and accurately transcribing own notes.
- Providing exceptional customer service to coworkers, internal customers and the public.
- Using tact, initiative, prudence and independent judgment within general policy, procedural and legal guidelines.
- Establishing and maintaining effective working relationships with employees and those contacted in the course of the work.
- Operating modern office equipment including computer equipment and software programs.
- Operating a motor vehicle safely.

## **EDUCATION AND EXPERIENCE:**

*Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:*

Equivalent to the completion of the twelfth (12th) grade supplemented by two (2) years of college-level coursework in business administration or a related field, or three (3) years of responsible administrative/secretarial experience involving assisting executive management or a high-level official with administrative duties such as typing, filing, calendar coordination, public relations, and project coordination tasks.

**License:**

Possession of, or ability to obtain, and maintain, a valid California class C driver's license with a satisfactory driving record, may be required.

**PHYSICAL DEMANDS**

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various District and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard, typewriter keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push and pull drawers open and closed to retrieve and file General Manager information. Positions in this classification occasionally lift and carry reports and records that typically weigh less than 20 pounds.

**ENVIRONMENTAL ELEMENTS**

Employees work in an office environment with moderate noise levels and controlled temperature conditions, although there may be occasional exposure to inclement weather conditions, noise, dust and potentially hazardous materials. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

**WORKING CONDITIONS**

May be required to work on evenings, weekends, and holidays.

**Note:** All employees of the Town of Discovery Bay Community Services District are designated by state law to be "Disaster Service Workers." In the event of a declared emergency or any undeclared emergency or natural disaster that threatens the life, health and/or safety of the public, employees may be assigned to assist rescue and relief workers. Such assignments may be in locations, during hours and performing work significantly different from the employees' normal work assignments and may continue through the recovery phase of the emergency.

## TOWN OF DISCOVER BAY COMMUNITY SERVICES DISTRICT

### OFFICE ASSISTANT Class Description

**DEPARTMENT/DIVISION:** Financial Services

#### **DEFINITION**

Under direct or general supervision, provides administrative, secretarial and clerical duties in support of a Town department or division; answers incoming telephone calls and direct calls to proper staff; provides general clerical support on behalf of designated supervisory, managerial or administrative positions; coordinates assigned programs, projects, and services with other Town departments, divisions, and outside agencies; provides general information and assistance to the public; and performs other duties as required.

#### **SUPERVISION RECEIVED AND EXERCISED**

Receives direct or general supervision by a manager or higher-level supervisor. No direct supervision of staff is exercised. The higher-level class may exercise technical and functional lead supervision over the lower-level class.

#### **CLASS CHARACTERISTICS**

Office Assistant is the first working-level class in the Administrative Assistant series. Responsibilities include answering the Town's general information phone line and operating the Town's switchboard, assist staff in all aspects of general office operation, and perform special projects as assigned. This class is alternately staffed with the Administrative Assistant and incumbents may advance to the higher-level class after gaining the knowledge, skills and experience that meet the qualifications for and by demonstrating the ability to perform the work of the higher-level class.

This class is distinguished from the Administrative Assistant class series in that the latter provides a higher-level, more technical and varied office administrative and secretarial support to a division manager and related management, professional, and supervisory staff.

#### **EXAMPLES OF ESSENTIAL JOB FUNCTIONS (Illustrative Only)**

*Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.*

- Plans, organizes, and carries out administrative assignments and special projects related to assigned area of responsibility.
- Performs a wide variety of intermediate-level clerical work including maintaining accurate and detailed records, verifying accuracy of information, researching discrepancies and recording information.
- Verifies and reviews forms and reports for completeness and conformance with established regulations and procedures; applies departmental and program policies and procedures in determining completeness of applications, records and files.
- May perform cashiering duties; prepares bank deposits, balances cash register with checks, cash, receipts and journal tape, runs tape of the checks, copies checks and prepares deposit slips and bags for courier to pick up; receives money and issue receipts; collects service fees.
- Prepares, copies, and distributes a variety of documents including agendas, bid packages, contracts, and specifications; ensures proper filing of copies in departmental or central files.
- Screens calls, visitors and mail; responds to complaints and requests for information; assists in interpreting and applying regulations, policies, procedures, systems, rules, and precedents in response to inquiries and complaints from public; enters/tracks public calls into appropriate computer databases; directs callers to appropriate Town staff as necessary.
- Composes, types, formats and proofreads a wide variety of reports, letters and memoranda; types from rough drafts, verbal instructions or transcribing machine recordings; checks drafts for punctuation, spelling, and grammar; makes or suggest corrections to drafts.
- Receives, codes, logs, schedules, and distributes service requests and work orders.



- Answers incoming calls and routes individuals to appropriate staff via switchboard or electronically; assists public at front counter and directs public to appropriate locations and/or staff.
- Receives, opens, time stamps, sorts and distributes incoming and interdepartmental mail; prepares and distributes outgoing mail.
- Makes copies; collate materials; files copies of letters, memoranda, reports, and other materials in department and/or central files.
- Contributes to a positive work environment by participating in solutions to problems as they occur.
- Attendance and punctuality that is observant of scheduled hours on a regular basis.
- Performs other duties as assigned.

## **QUALIFICATIONS**

### **Knowledge of:**

- Departmental practices and procedures and applicable Town policies.
- Principles and practices of data collection and report preparation.
- Modern office practices, methods and equipment, including computer equipment.
- Word processing methods, techniques and programs; general accounting methods, procedures, and terminology; database and spreadsheet applications and programs.
- Principles of business letter writing.
- Principles and procedures of record keeping.
- English usage, spelling, vocabulary, grammar and punctuation.
- General principles of risk management related to the functions of the assigned area.
- Basic principles of record keeping and cash handling.
- Techniques for dealing effectively with the public, vendors, contractors and Town staff, in person and over the telephone.
- Techniques for providing a high level of customer service to public and Town staff, in person and over the telephone.
- Safe driving principles and practices.
- Safe work practices.

### **Skill In:**

- Responding to and effectively prioritizing multiple phone calls and other requests for service.
- Interpreting, applying and explaining policies and procedures.
- Composing correspondence and reports independently or from brief instructions: maintaining records and databases.
- Making accurate arithmetic, financial and statistical computations.
- Operating modern office equipment including computer equipment and software programs.
- Performing responsible administrative and secretarial support work with accuracy, speed, and minimal supervision.
- Working independently in the absence of supervision.
- Learning and understanding the organization and operation of the Town and of outside agencies as necessary to assume assigned responsibilities.
- Learning, interpreting and applying administrative and departmental policies and procedures.
- Organizing, maintaining, and updating office database and records systems.
- Filing materials alphabetically, chronologically, and numerically.
- Scheduling and coordinating projects; setting priorities; adapting to changing priorities; meeting critical time deadlines.
- Using word-processing, database, spreadsheet, and graphics software applications programs.
- Using English effectively to communicate in person, over the telephone and in writing.
- Entering and retrieving data from a computer with sufficient speed and accuracy to perform assigned work.
- Using tact, initiative, prudence and independent judgment within general policy, procedural and legal guidelines.
- Establishing and maintaining effective working relationships with employees and those contacted in the course of the work.
- Operating a motor vehicle safely.

**EDUCATION AND EXPERIENCE:**

*Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:*

Office Assistant: Equivalent to the completion of the twelfth grade, and at least one (1) year of varied clerical support experience preferably involving some public contact.

**License:**

Must possess and maintain a valid California class C driver's license and have a satisfactory driving record.

**PHYSICAL DEMANDS**

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard, typewriter keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push and pull drawers open and closed to retrieve and file information. Positions in this classification occasionally lift and carry reports and records that typically weigh less than 20 pounds.

**ENVIRONMENTAL ELEMENTS**

Employees work in an office environment with moderate noise levels, controlled temperature conditions and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

**WORKING CONDITIONS**

May be required to work on evenings, weekends, and holidays.

**Note:** All employees of the Town of Discovery Bay Community Services District are designated by state law to be "Disaster Service Workers." In the event of a declared emergency or any undeclared emergency or natural disaster that threatens the life, health and/or safety of the public, employees may be assigned to assist rescue and relief workers. Such assignments may be in locations, during hours and performing work significantly different from the employees' normal work assignments and may continue through the recovery phase of the emergency.

**TOWN OF DISCOVER BAY COMMUNITY SERVICES DISTRICT**

**PARKS AND MAINTENANCE WORKER I/II**

**Class Description**

**DEPARTMENT/DIVISION**            Various

**DEFINITION**

Under general supervision of a Water/Wastewater Manager, performs a variety of semi-skilled work in the construction, modification, maintenance, repair and operation of District infrastructure, including structures, parks, and sports fields and other District facilities and landscaped areas; and performs related work as assigned; and performs related work as required.

**SUPERVISION RECEIVED AND EXERCISED**

Receives direct or general supervision by a manager or higher-level supervisor. No direct supervision of staff is exercised. The higher-level class may exercise technical and functional lead supervision over the lower-level class.

**CLASS CHARACTERISTICS**

This is an experienced class, capable of performing a wide variety of work to ensure that the public facilities, grounds and infrastructure of the District are maintained in a safe and effective working condition. Responsibilities may include performing work in all operational and maintenance areas, depending upon the immediate needs of the District. While incumbents may possess craft or journey-level skills in one or more areas of activity, all are expected to be able to perform basic maintenance and repair in all areas of assignment. This class is distinguished from Senior Maintenance Worker in that the latter has lead responsibility for assigning and directing the work of staff and individually performs the more skilled maintenance work.

**EXAMPLES OF ESSENTIAL JOB FUNCTIONS** (Illustrative Only)

*Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.*

- Performs repairs, maintains District facilities and assets, including buildings, grounds, and equipment.
- Uses an airless paint sprayer; mixes, thins and applies paint to sound-walls and fences to cover existing graffiti, as and when needed.
- Removes concrete, builds forms and repairs sidewalks and gutters that have been damaged, are trip hazards or need repair; removes and replaces fences, landscaping, brick and concrete and other areas affected by easement work.
- As qualified and assigned, operates and performs basic servicing, preventive maintenance and inspections to equipment such as power and hand tools, trucks, backhoes, loaders and related construction equipment.
- Mows, trims, edges, fertilizes, and waters lawns, medians, parks and other landscaped areas; weeds, prunes, mulches, fertilizes, and sprays trees, plants and shrubbery; prepares soil for planting; seeds and resods lawn areas; may plant trees, seedlings and shrubs.
- Installs, repairs inspects and maintains irrigation systems; adjusts, repairs and replaces timing mechanisms.
- Inspects assigned areas; corrects or reports safety hazards; cleans and maintains parks and grounds, athletic fields, paths, walkways and stairways; picks up trash and litter.
- Performs routine maintenance and repair activities for park facilities; inspects and repairs playground apparatus. Inspects, repairs and maintains simple water features and drinking fountains; checks trails and restrooms; stocks materials and supplies as necessary.
- Mixes and sprays herbicides, fungicides and pesticides in a safe manner, as prescribed by law.
- Responds to citizen requests regarding graffiti and other District related issues, when needed, park equipment not working, lights and bathrooms not working and machine rods to clean lines; pumps flooded areas as required.
- Determines the location of underground utilities and marks them accordingly.

- Inspects assigned areas; corrects or reports safety hazards; cleans and maintains parks and grounds, athletic fields, walkways and removes illegal signs.
- Operates and maintains a variety of hand and power landscaping tools and equipment, including hand and power mowers, small tractors, spreaders, edgers, blowers, hedge trimmers, weed eaters, chainsaws, rakes, shovels, brooms and other tools.
- Performs basic maintenance to District facilities; paints the inside and outside of District buildings; removes graffiti and repairs vandalism.
- Moves and arranges furniture and equipment as assigned, including set-up and take down of furniture and facilities for special events and meetings.
- Maintains cleanliness of assigned work areas, vehicles and facilities.
- Attends training and safety meetings as necessary.
- Performs or assists in the inspection of the work of contractors or vendors performing maintenance, repair, construction and installation work in parks, landscapes, street median, weed abatement, janitorial, tree work, water features and other facilities; reports to management.
- Observes safe work methods and uses safety equipment; secures worksites from traffic hazards as necessary.
- Responds to questions and complaints from the public; carries out assignments in a nondisruptive manner in areas receiving heavy public use.
- Responds to emergency situations during off-hours, as required; maintains employee standby availability on as needed basis.
- Maintains public facilities, shop areas and other buildings in a clean and orderly condition; performs assigned custodial work.
- Assists with the training and direction of new or temporary staff.
- Maintains basic logs and records of work performed and materials and equipment used.
- Assists Supervising Staff with special projects as required.
- Contributes to a positive work environment by participating in solutions to problems as they occur.
- Attendance and punctuality that is observant of scheduled hours on a regular basis.
- Performs other duties as assigned.

### **QUALIFICATIONS**

#### **Knowledge of:**

- Methods and techniques of planting, cultivating, pruning and maintaining a variety of lawns, ground cover, plants, shrubs, hedges and trees.
- Maintenance principles, practices, tools and materials for maintaining and repairing of facilities.
- Methods and equipment used in weed, pest and insect control.
- The operation and minor maintenance of a variety of hand and power tools, vehicles and equipment related to the work.
- Safety equipment and practices related to the work, including the handling of hazardous chemicals.
- Basic painting, plumbing and carpentry methods, tools and techniques.
- Applicable codes and regulations.
- Applicable Federal, State, and local laws, ordinances, regulations, and guidelines relevant to assigned duties.
- Principles and practices used in dealing with the public.
- Basic Principles and procedures of record keeping.
- English usage, spelling, vocabulary, grammar, and punctuation.
- General principles of risk management related to the functions of the assigned area.
- Basic arithmetic.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors and District staff, in person and over the telephone.
- Safe driving principles and practices.
- Safe work practices.

#### **Skill in:**

- Performing semi-skilled construction, modification, maintenance and repair work on buildings and other District facilities and equipment.
- Setting up and operating a traffic area zone, including cones, barricades and flagging.

- Troubleshooting maintenance problems and determining materials and supplies required for repair.
- Recognizing common plants, plant diseases and insect pests.
- Using and maintaining tools and equipment related to the work skillfully and safely.
- Reading and interpreting construction drawings and specifications.
- Maintaining accurate logs, records and basic written records of work performed.
- Following District and department policies and procedures related to assigned duties.
- Preparing and maintaining accurate logs, records, and basic written reports of work performed.
- Giving, as well as understanding and following oral and written instructions.
- Making basic accurate arithmetic calculations.
- Exercising good judgment, flexibility, creativity, and sensitivity in response to changing situations and needs.
- Organizing own work, setting priorities, and meeting critical time deadlines.
- Working independently in the absence of supervisor.
- Using English effectively to communicate in person, over the telephone, and in writing.
- Establishing and maintaining effective working relationships with employees and those contacted in the course of the work.
- Providing exceptional customer service to other District staff and the public.
- Effectively representing the District in meetings with the public.
- Using tact, initiative, prudence and independent judgment within general policy, procedural and legal guidelines.
- Training other staff and volunteers in work procedures.
- Operating a motor vehicle safely.

**EDUCATION AND EXPERIENCE:**

Equivalent to graduation from high school and two (2) years of semi-skilled construction, maintenance or repair experience in parks, landscaped areas, general construction or facilities maintenance, depending upon the area to which assigned.

**License:**

Must possess and maintain a valid California class C driver's license and have a satisfactory driving record.

**PHYSICAL DEMANDS**

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle; vision to read printed materials and a computer screen; hearing and speech to communicate in person and over the telephone; and smell in order to detect the possible presence of waste or hazardous materials. The job involves field inspection work requiring frequent walking at work sites to identify problems or hazards. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, and reach. Positions in this classification occasionally lift and carry materials and equipment weighing 50 pounds or less and push or pull furniture weighing 50 pounds or more.

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to inspect various District infrastructure and development sites, including climbing ladders, stairs and other temporary or construction access points, attend meetings and to operate a motor vehicle; vision to read printed materials and a computer screen and make inspections; and hearing and speech to communicate in person, before groups and over the telephone. The job involves field inspection work requiring frequent walking at inspection site areas to monitor performance and to identify problems or hazards. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, climb, push and pull drawers open and closed to retrieve and file information. Positions in this classification occasionally lift, move, and carry objects that typically weigh up to 50 pounds.

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle, to inspect various District and residential sites, and to walk on

uneven terrain; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups and over the telephone. This is primarily a field classification with frequent standing in work areas and walking between work areas as required. Wrist flexion and lateral rotation are necessary in combination with grasping to handle a snare and leash. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard, typewriter keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push and pull drawers open and closed to retrieve and file information. Positions in this classification occasionally lift, move, and carry animals that typically weigh up to 50 pounds.

#### **ENVIRONMENTAL ELEMENTS**

Employees work in an office environment with moderate noise levels and controlled temperature conditions, although there may be occasional exposure to inclement weather conditions, noise, dust and potentially hazardous materials. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

Employees work primarily in the field and are occasionally exposed to loud noise levels, cold and/or hot temperatures, vibration, confining workspace, chemicals, dust, fumes, waste products, mechanical and/or electrical hazards. Incumbents are required to work on all types of floor surfaces, in a variety of facilities, in varying temperatures. Incumbents may be exposed to blood and body fluids while cleaning and are required to wear appropriate attire for the area to which they are assigned. Employees may interact with upset staff and/or public and private representatives, and contractors in interpreting and enforcing departmental policies and procedures.

Employees work primarily in the field and are regularly exposed to loud noise levels, cold and/or hot temperatures, vibration, confining workspace, chemicals, mechanical and/or electrical hazards. Employees may interact with upset staff and/or public and private representatives, and contractors in interpreting and enforcing departmental policies and procedures.

Employees primarily work outside in variable weather conditions and under exposure to potentially infectious diseases and hazardous physical substances.

#### **WORKING CONDITIONS**

May be available for regular standby assignments and work emergency overtime as required. Must be willing to work out of doors in all weather conditions and with exposure to traffic and potentially hazardous conditions and chemicals. May be required to work on evenings, weekends, and holidays.

Will be required to work on evenings, weekends and holidays on a rotational basis on an on-call or call-back basis.

**Note:** All employees of the Town of Discovery Bay Community Services District are designated by state law to be "Disaster Service Workers." In the event of a declared emergency or any undeclared emergency or natural disaster that threatens the life, health and/or safety of the public, employees may be assigned to assist rescue and relief workers. Such assignments may be in locations, during hours and performing work significantly different from the employees' normal work assignments and may continue through the recovery phase of the emergency.

## TOWN OF DISCOVER BAY COMMUNITY SERVICES DISTRICT

### WATER SERVICES TECHNICIAN

#### Class Description

**DEPARTMENT/DIVISION:** Water/Wastewater

#### **DEFINITION**

Under general supervision, performs fieldwork in installing, reading water meters and recording amounts consumed for billing purposes; performs a variety of routine work in the setting, repair and maintenance of the District's water meter boxes and related equipment; makes field service calls to customers to perform a variety of service tasks; turns water service on and off per customer request or District policy; and performs related work as required.

#### **SUPERVISION RECEIVED AND EXERCISED**

Receives direct or general supervision by the Water and Wastewater Manager or higher-level supervisor. No direct supervision of staff is exercised.

#### **CLASS CHARACTERISTICS**

This is a journey-level classification in the Customer Services Field Worker class series. Incumbents are responsible for turning water services on or off, setting maintaining, repairing, and reading meters, and inspecting consumer property for leaks and other billing related issues.

#### **EXAMPLES OF ESSENTIAL JOB FUNCTIONS** (Illustrative Only)

*Management reserves the right to add, modify, change or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.*

- Performs customer service duties by performing turn-ons and shut-offs and checking for leaks or dead meters; reports water use violations; assists customers in resolving water volume and pressure problems; may attend to the most complex and controversial field customer service questions and issues.
- Utilizes a hand-held meter reading computer to read and record readings of water meters in accordance with an assigned schedule and route including taking transfer and final readings; notes any unusual computer messages and takes appropriate actions to remedy the issue.
- Plans, schedules, and prioritizes maintenance and repair work, communicates status of repairs to appropriate personnel, working cooperatively to schedule repairs in accordance with established and special operational priorities.
- Inspects District water meters and surrounding systems and equipment for maintenance needs and recommends appropriate actions; assists in developing work plans, procedures, and schedules.
- Inspects and evaluates work in progress and upon completion to assure that repairs, maintenance, and data collected conform to District standards and specifications.
- Performs a variety of routine to complex work to inspect, maintain, and replace curb-stop valves, meters, and related appurtenances.
- Observes and reports meter or service defects, unusual water flow, unauthorized fire hydrant use, submits work orders for the repair of service leaks.
- Observes condition of meter or other unusual conditions relative to need for repair; maintains meters, boxes, lids, and landscape around meter boxes; installs water meters and customer valves.
- Observes safe work methods and makes appropriate use of related safety equipment as required; may participate and assist in coordinating safety training.
- Provides customers with specialized information about their water service (e.g., when consumption is unusually high, when an obstruction prevents reading of meter, and/or when service shut-offs may be required for maintenance purposes).
- Reads and interprets maps and diagrams in the performance of the work.
- May assist other maintenance crews in emergency or relief situations.
- Contributes to a positive work environment by participating in solutions to problems as they occur.
- Attendance and punctuality that is observant of scheduled hours on a regular basis.
- Performs other duties as assigned.

- Reads water meters on assigned routes according to predetermined schedules using an electronic, hand held meter reading device.
- May operate water system valves and hydrants as required.
- Operate specialized leak detection equipment to assist in locating underground water leaks.

## **QUALIFICATIONS**

### **Knowledge of:**

- Meter reading devices and sizes and types of water meters.
- Methods and procedures for setting, testing, maintaining, and replacing water meters.
- Utility billing procedures.
- The operation and minor maintenance of a variety of hand and power tools, vehicles, and power specialized equipment.
- Safety equipment and practices related to the work, including the handling of hazardous chemicals.
- Applicable Federal, State, and local laws, ordinances, regulations, and guidelines relevant to assigned duties.
- Principles and practices used in dealing with the public.
- English usage, spelling, vocabulary, grammar, and punctuation.
- General principles of risk management related to the functions of the assigned area.
- Basic arithmetic.
- Basic computer software related to work, including computer devices for meter reading purposes.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors and District staff, in person and over the telephone.
- Modern office practices, methods and computer equipment; related software application methods and procedures related to work.
- Safe driving principles and practices.
- Safe work practices.

### **Skill in:**

- Oversee and participate in maintenance and related projects in the assigned functional area(s).
- Maintaining, reading, and replacing a variety of styles of water meters.
- Posting data accurately on forms and prepare simple records.
- Troubleshooting maintenance problems and determine materials and supplies required for repair.
- Reading and interpreting construction drawings, blueprints, maps, and specifications.
- Safely and effectively using and operating hand tools, mechanical equipment, power tools, and equipment required for the work.
- Performing routine equipment maintenance.
- Following District and department policies and procedures related to assigned duties.
- Preparing and maintaining accurate logs, records, and basic written reports of work performed.
- Understanding and following, oral and written instructions.
- Making basic accurate arithmetic calculations.
- Exercising good judgment, flexibility, creativity, and sensitivity in response to changing situations and needs. Organizing own work, set priorities, and meet critical time deadlines.
- Working independently in the absence of supervisor.
- Using English effectively to communicate in person, over the telephone, and in writing.
- Establishing and maintaining effective working relationships with employees and those contracted in the course of the work. Providing exceptional customer service to other District staff and the public.
- Operating modern office equipment including computer equipment and software programs.
- Accessing, retrieving, entering, and updating information using the latest District owned equipment.
- Using tact, initiative, prudence and independent judgment within general policy, procedural and legal guidelines.
- Training other staff and volunteers in work procedures.
- Operating a motor vehicle safely.



**EDUCATION AND EXPERIENCE:**

*Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:*

Equivalent to the completion of the 12<sup>th</sup> grade supplemented by one (1) year of experience in customer service, the maintenance or repair of underground utilities and/or water meters, or a related mechanical maintenance field.

**License:**

Must possess and maintain a valid California class C driver's license with a satisfactory driving record. Possession of the category of California Driver's License required by the State Department of Motor Vehicles to perform the essential duties of the position. Continued maintenance of a valid driver's license, insurability, and compliance with established District vehicle operation standards and requirements are a condition of continuing employment.

**Certificates:**

Ability to obtain a Grade I Water Distribution Operator certificate issued by the California State Department of Public (CDPH) within the first year of employment; once obtained, the certification must be maintained for the duration of employment.

**PHYSICAL DEMANDS**

Must possess mobility to work in the field; strength, stamina, and mobility to perform medium to heavy physical work, to work in confined spaces and around machines, to climb and descend ladders, and to operate varied hand and power tools and construction equipment; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate above-mentioned tools and equipment. Positions in this classification bend, stoop, kneel, reach and climb to perform work and inspect work sites. Employees must possess the ability to lift, carry, push and pull materials and objects weighing up to 75 pounds or heavier weights with the use of proper equipment.

**ENVIRONMENTAL ELEMENTS**

Employees work in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives and contractors in interpreting and enforcing departmental policies and procedures.

**Working Conditions:** May be exposed to inclement weather conditions, fumes, odors, dust and potentially toxic chemicals and conditions. Must be available for regular and emergency standby and weekend assignments and to be called-back and work emergency overtime as required.

**Physical Demands:** Mobility to work in a standard water environment and use specialized test equipment, hand and power tools and instrumentation; stamina to work in confined spaces, around machines, and to climb and descend ladders; strength to lift and carry materials and equipment weighing up to 50 pounds; vision to read printed materials, charts and gauges and a computer screen; and hearing and speech to communicate in person and over the telephone.

**Note:** All employees of the Town of Discovery Bay Community Services District are designated by state law to be "Disaster Service Workers." In the event of a declared emergency or any undeclared emergency or natural disaster that threatens the life, health and/or safety of the public, employees may be assigned to assist rescue and relief workers. Such assignments may be in locations, during hours and performing work significantly different from the employees' normal work assignments and may continue through the recovery phase of the emergency.



# Town of Discovery Bay

"A Community Services District"

## AGENDA REPORT

Meeting Date

March 7, 2012

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

### Agenda Title

Town of Discovery Bay CSD Fiscal Year 2011-12 Operating and Capital Budget Mid Year Summary Report

### Recommended Action

Receive and File (Informational Only)

### Executive Summary

Staff is pleased to report that the Town of Discovery Bay CSD's FY 2011-12 Operating and Capital Improvement Program budgets are on an overall target to meet revenue and expenditure projections for the year ending June 30, 2012. Additionally, projected Revenues of \$5.9 Million are expected to reach anticipated levels. Expenditures in the Operations and Maintenance (O&M) budget are expected to reach a target of \$4.425M. Capital expenditures are anticipated to be \$1.39M of the adopted budget of \$1,569,665.00, of which \$275K will be spent within the first quarter of the next fiscal year. Overall, it is anticipated that we will end the current fiscal year within anticipated expenditure and revenue estimates.

### Operations and Maintenance Budget

There are three (3) areas of concern where the operating budget will likely exceed expenditure projections. As is always the case, there have been costs this fiscal year which were unanticipated. While we budget prudently, the District has experienced a modest increase in Information Systems Maintenance, Liability & Workers Compensation Insurance, and in Service and Supplies.

Budget increases in the area of Information Systems Maintenance was mainly due to unanticipated IT assistance necessary for staff. The previous year's budget was \$1,000.00 with year-end actuals of \$5,400.00. For FY 2011-12, \$2,500.00 was budgeted, however, it is anticipated that actual year end expenditures will approach \$14,000.00. There has also been an increased cost associated with the Town's Website/Internet that was not anticipated. An additional \$7,000.00 will be required for the second half of the fiscal year as we begin to upgrade our systems, security, and take steps to protect our data. Staff will make adjustments as appropriate and no budget amendment will be necessary.

The second area of concern is Insurance. The increased cost for Liability Insurance which insures our properties and Workers Compensation Insurance for our employees has triggered an increase in the budget. Last fiscal year's Workers Compensation Insurance actuals were \$4,458.00. However, due to worker's compensation losses the District's insurance has increased and is estimated to be \$16K for the current fiscal year. Liability insurance coverage is \$4,000.00 over the projected budgeted amount of \$50,000.00. It is important to note that a good percentage of these both insurance fees will be reimbursed by the Lighting and Landscaping Department by the end of the fiscal year. Staff will make adjustments as appropriate and no budget amendment will be necessary.

*Continue on page 2...*

### 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

Adoption of FY 2011-12 Budget – June 2011

### Attachments

FY 11-12 Budget Summary Reports

AGENDA ITEM: G-6

The third area of concern is Miscellaneous Service and Supplies. Last fiscal year actuals were \$13,558.00, and this amount included property taxes and unrecoverable charges. This fiscal years budget target is set at \$2,500.00. Currently we are trending to spend approximately \$8,000.00, partly due to increased shipping service fees, purchases of miscellaneous supplies and services, and the general cost of doing business. Staff will make adjustments as appropriate and no budget amendment will be necessary.

Trouble spots that were brought to the attention of the Board in last year's mid-year budget review included the O&M areas of General Repairs (both Water/Sewer and Pumps); electricity; and chemicals. Based upon Board action to adjust those areas, this year's expenses are tracking with the adopted budget.

The remainder of the Operating and Maintenance budget is all in all on target, with generally accepted variances, both up and down. As you can see from the current budget, the first 6 months of this fiscal year 51% of the overall budget has been spent and we are tracking to target for the remainder of the year.

### Capital Budget

From a mid-year standpoint, staff spent a considerable amount of time finalizing project scopes and reviewing project status with vendors for previously approved Capital Improvement Projects (CIP), including the Salinity Study Project which is currently in progress, the Belt Press – Bio-solids Area multi-year project which is currently in progress, and the Manhole Rehabilitation Project, to name a few. It is relatively normal and customary to be completing projects later in the year that were adopted or authorized for the current fiscal year. As a result, many of the CIP's proposed for the current year are just now finding their way and moving towards completion.

There are projects that are on hold or will be recommended to be delayed into to FY 2012-13. Based upon those recommendations and timing issues, it is anticipated that approximately \$283K of the \$1,569,665.00 Capital Project Budget will be carried over into next fiscal year.

### Summary

In reviewing the FY 10/11 budget, as well as the current year budget, staff continues to evaluate opportunities for cost savings. The single largest expense, other than our water and wastewater contractor and consulting services is the cost of electricity. It has been discussed previously that the District is a large consumer of electricity as many of our facilities operate 24/7/365 and require massive amounts of power. It will be staff's goal in the coming year to address this expense and look at methods to moderate energy consumption. Staff has attended regional meetings on Renewable Energy Procurement which endorses a sustainable energy source using recognized innovation and manufacturing focused on clean energy and water technology. Staff has also met with Veolia Water and various other industry leaders in energy conservation techniques. It is the goal of the District to achieve reduced dependence on PG&E with a focus on energy efficiency and renewable energy sources.

Staff has attempted to highlight some of the minimal areas that require attention. Unfortunately, these are not necessarily cost centers that we have the ability to control. We continue to budget prudently and utilize prior year's actual and current indicators to assist us in this effort.

Overall, the Town of Discovery Bay CSD Operating and Capital Improvement Program Budget for FY 2011/12 remains balanced, with revenues expecting to reach targeted projections and expenditures are estimated to be within approved budget authorization limits.

Obj #	TOWN OF DISCOVERY BAY CSD O&M BUDGET - FISCAL YEAR 2011-12 APPROVED 8/15/11	Account Description	2010/2011 BUDGET	2010/2011 ACTUALS	2011/2012 Approved Budget	2011/2012 YTD Actuals	2011/2012 Remainder of Budget YTD	2011/2012 % of Remaining Balance
7001		Salary & Wages	\$684,145	\$684,145	\$531,551	\$300,279	\$231,272	44%
7005		Overtime	\$0	see #7001	\$5,000	\$0	\$5,000	100%
7007		Auto Allowance	\$0	see #7001	\$4,200	\$2,100	\$2,100	50%
7010		Payroll Taxes EE	\$0	see #7001	see #7001			
7010		Payroll Taxes ER	\$0	see #7001	see #7001			
7011		Group Insurance (Partial EE Reimb)	\$0	see #7001	\$53,655	\$24,345	\$29,310	55%
7021		Landscape Related Salary & Wages (Reimb)	\$52,500	\$30,001	\$44,400	\$25,679	\$18,721	42%
7022		Landscape Related Overtime (Reimb)	\$121,000	see #7001	\$157,737	\$20,698	\$137,039	37%
7023		Landscape Related Payroll Taxes (Reimb)	\$0	see #7001	\$3,000	\$0	\$3,000	100%
7024		Landscape Related Group Ins (Partial EE Reimb)	\$0	see #7001	\$16,073	\$0	\$16,073	100%
7030		Worker's Comp	\$6,000	see #7001	\$23,600	\$6,851	\$16,749	71%
		<b>Sub-Total</b>	<b>\$705,500</b>	<b>\$698,604</b>	<b>\$847,216</b>	<b>\$392,239</b>	<b>\$454,977</b>	<b>54%</b>
7101		Board of Directors	\$36,000	\$25,983	\$36,000	\$13,400	\$22,600	63%
7102		Travel & Training	\$600	\$164	\$2,500	\$1,386	\$1,114	45%
		<b>Sub-Total</b>	<b>\$36,600</b>	<b>\$26,147</b>	<b>\$38,500</b>	<b>\$14,786</b>	<b>\$23,714</b>	<b>62%</b>
		<b>Contractual Services</b>						
7205		Legal Services	\$80,000	\$71,347	\$80,000	\$33,355	\$46,645	58%
7210		Consulting Services *	\$210,000	\$344,419	\$210,000	\$115,842	\$94,158	45%
7215		Water & Wastewater Services Contract	\$1,173,000	\$1,021,527	\$1,148,000	\$615,971	\$532,029	46%
7220		Liability Insurance	\$48,000	\$35,911	\$50,000	\$53,911	(\$3,911)	-8%
7225		Accounting Financial Services	\$35,000	\$23,380	\$30,000	\$26,748	\$3,252	11%
		<b>Sub-Total</b>	<b>\$1,546,000</b>	<b>\$1,460,673</b>	<b>\$1,518,000</b>	<b>\$845,827</b>	<b>\$672,173</b>	<b>44%</b>
		<b>Operations &amp; Maintenance</b>						
7301		General Repairs - Water/Sewer	\$350,000	\$657,179	\$550,000	\$217,523	\$332,477	60%
7305		General Repairs - Pumps	\$150,000	\$127,109	\$100,000	\$28,207	\$71,793	72%
7310		NTR/SIP Testing - RWQCB	\$15,000	\$0	\$5,000	\$0	\$5,000	100%
7312		Preventive & Corrective Fund	\$80,000	\$56,192	\$107,000	\$8,619	\$98,381	92%
7330		Chemicals/Odor Supplies	\$65,000	\$95,681	\$100,000	\$35,905	\$64,095	64%
7385		NPDES NOV Fines (s)	\$25,000	\$15,000	\$25,000	\$0	\$25,000	100%
7410		Copier Maintenance	\$4,500	\$2,850	\$4,500	\$2,143	\$2,357	52%
7414		Outsource of Water Billing	\$24,000	\$0	\$15,000	\$5,919	\$9,081	61%
7420		Postage	\$2,500	\$11,721	\$2,500	\$973	\$1,527	61%
7430		Office Supplies	\$8,000	\$8,328	\$8,000	\$3,810	\$4,190	52%
7440		Public Communications & Noticing	\$5,000	\$7,625	\$5,000	\$242	\$4,758	95%
7450		Election Expenses	\$12,000	\$5,231	\$0	\$0	\$0	
7460		Memberships	\$16,000	\$6,023	\$17,500	\$8,061	\$9,439	54%
7470		Rent - Public Meetings	\$500	\$0	\$500	\$0	\$500	100%
7480		Permits	\$50,000	\$38,381	\$40,000	\$16,709	\$23,291	58%
7490		Travel & Training	\$2,500	\$2,951	\$3,000	\$2,002	\$998	33%
7510		Info Systems Maintenance	\$1,000	\$5,400	\$2,500	\$7,347	(\$4,847)	-194%
7520		Cellular Communications/Data	\$4,500	\$6,381	\$6,500	\$6,521	(\$21)	0%
7535		Electrical Cost (water)	\$300,000	\$359,628	\$335,000	\$212,918	\$122,082	36%
7537		Electrical Cost (sewer)	\$325,000	\$382,328	\$370,000	\$208,109	\$161,891	44%







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FOR THIS AGENDA  
ITEM # H



NO BACK UP  
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ITEM # I

NO BACK UP  
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FOR THIS AGENDA  
ITEM # J



# Town of Discovery Bay

*"A Community Services District"*

## AGENDA REPORT

Meeting Date

March 7, 2012

Prepared By: Daniel J. Schroeder, Counsel  
 Submitted By: Rick Howard, General Manager

**Agenda Title**

Board Vacancy: Discussion and possible action

**Recommended Action**

That the Board of Directors discuss and take possible action pertaining to filling of the current Board vacancy

**Executive Summary**

The Town of Discovery Bay Community Services District ("District") has a vacancy on its Board of Directors ("Board") as a result of Brian Dawson's resignation from the Board. The effective date of Mr. Dawson's resignation was February 6, 2012. California Government Code Section 1780 sets forth the process that the District must follow in filling the vacancy on the Board.

First, the District is required to notify the county elections official of the vacancy no later than fifteen (15) days after either the date on which the District was notified of the vacancy or the effective date of the vacancy, whichever one is later. The District has already complied with this requirement when it notified the county elections official of the vacancy on the morning of February 6, 2012.

Second, the remaining members of the Board need to decide how they want to fill the vacancy. The Board has three (3) options available to choose from:

- **Fill the vacancy by Board appointment.** This process requires that the Board make the appointment within sixty (60) days after either the date of the vacancy. Since the effective date of the resignation was February 6, 2012, the appointment would have to take place on or before April 6, 2012. If the Board decides to fill the appointment, it must do the following:
  - The District needs to post a notice of the vacancy in three (3) or more conspicuous places in the District at least fifteen (15) days before the meeting where the Board will make the appointment.
  - After the appointment is made, the District must notify the county elections official of the appointment within fifteen (15) days after the appointment.
  - If the vacancy occurs during the first half of a term of office and at least one hundred thirty (130) days prior to the next general district election, the person that is appointed to fill the vacancy will hold office until the next general district election that is scheduled one hundred thirty (130) or more days after the date the district board is notified of the vacancy, and thereafter until the person who is elected at the election to fill the vacancy has been qualified. The person elected to fill the vacancy will hold office for the unexpired balance of the term of office.
- **Fill the vacancy by calling an election.** This process requires that the Board, within the first 60 days of the effective date of the resignation, specifically April 6, 2012, decide that they for an election to fill the vacancy.
  - The election should be held on the next established election date that is at least one hundred thirty (130) days from the date the Board calls for an election.
- **Allow the Contra Costa County Board of Supervisors fill the vacancy.** If the Board does not appoint someone to fill the vacancy or fails to call for an election by April 6, 2012, by operation of law, then the Contra Costa County Board of Supervisors may appoint a person to fill the vacancy within ninety (90) days of the effective date of the resignation creating the vacancy or it may order the District to call an election to fill the vacancy.

**Fiscal Impact:**

Amount Requested \$ - None at this time. The costs associated with posting of the notice if the Board decides to fill the vacancy appointment are minimal. Should an election be called to fill the vacancy, the District would be responsible for the costs associated with the election.

**Previous Relevant Board Actions for This Item**

**Attachments**

AGENDA ITEM: Ki

NO BACK UP  
DOCUMENTATION  
FOR THIS AGENDA  
ITEM # L

3. A.

TownOfDiscoveryBay CSD  
Received

**STATE ROUTE 4 BYPASS AUTHORITY**  
**Antioch - Brentwood - Oakley and Contra Costa County**

FEB 08 2012

**JOINT EXERCISE OF POWERS AGENCY**

January 12, 2012

The STATE ROUTE 4 BYPASS AUTHORITY meeting was called to order in the Tri Delta Transit Meeting Room, 801 Wilbur Avenue, Antioch, California by Chair Jim Frazier at 9:12 P.M.

**ROLL CALL**

**PRESENT:** Brian Kalinowski (Antioch), Mary N. Piepho (Contra Costa County Board of Supervisors), Robert Taylor (Brentwood), and Chair Jim Frazier (Oakley)

**ABSENT:** None

**STAFF:** Dale Dennis, Program Manager  
David Schmidt, Legal Counsel

**PUBLIC COMMENT**

There were no comments from the public.

**ELECTION OF OFFICERS**

**Chair**

Director Piepho nominated Bob Taylor as the Chair of the State Route 4 Bypass Authority. The nomination was seconded by Director Kalinowski. There were no other nominations. The nominations were closed. **Bob Taylor** was unanimously elected to serve as the Chair of the State Route 4 Bypass Authority.

**Vice Chair**

Director Kalinowski nominated Mary N. Piepho as Vice Chair of the State Route 4 Bypass Authority. The nomination was seconded by Chair Taylor. There were no other nominations. The nominations were closed. **Mary N. Piepho** was unanimously elected to serve as the Vice Chair of the State Route 4 Bypass Authority.

Newly elected Chair Taylor chaired the meeting at this time.

**CONSENT ITEMS**

On motion by Director Kalinowski, seconded by Director Frazier, the Authority unanimously adopted the Consent Items, as follows:

- A. APPROVED Minutes of December 8, 2011 regular meeting and December 22, 2011 and January 5, 2012 special meetings.
- B. APPROVED an amendment to the Consulting Services Agreement with Mark Thomas and Company (no payment limit increase) to extend the term to June 30, 2012 for completion of transfer and relinquishment support services, and AUTHORIZED the Secretary or designee to sign the amendment.
- C. APPROVED a \$9,100 amendment to the Consulting Services Agreement with Zwemmer Land Surveying to complete right-of-way engineering services for the transfer of the SR4 Bypass to Caltrans and to extend the term to March 31, 2012, and AUTHORIZED the Secretary or designee to sign the amendment.
- D. THE AUTHORITY TOOK THE FOLLOWING ACTIONS:
  - 1. DETERMINED that conveyance of a gas transmission easement to Pacific Gas and Electric Company (PG&E) is in the public interest and will not substantially conflict or interfere with the Authority's use of the property.
  - 2. APPROVED the conveyance of said easement, pursuant to Government Code Section 25526.6.
  - 3. AUTHORIZED the Secretary, or designee, to execute the easement.
  - 4. DIRECTED the Real Property Division to deliver the easement to PG&E for acceptance and recording.

**DETERMINATION ITEMS**

- A. RECEIVE Status Report on the State Route 4 Bypass Projects, Including an Update on the Transfer of the SR4 Bypass to Caltrans

Program Manager Dale Dennis reported that the transfer of the Bypass was still on track for the January 25 meeting of the California Transportation Commission (CTC); and the Cooperative Agreements had been approved by all required parties and had been executed today, as had the Transfer Report.

Mr. Dennis reported that there were no outstanding issues. He noted that Directors Frazier and Taylor would attend that CTC meeting.

Mr. Dennis added that a transfer ceremony would be scheduled for mid-February to celebrate the transfer of the Bypass, probably at the Streets of Brentwood. The Relinquishment Resolution would be recorded within 15 days after the CTC meeting. The Board indicated that a relinquishment acknowledgement would be great to have as well.

Director Kalinowski suggested a relinquishment acknowledgement at Delta Road, which is located close to the city limits of both Oakley and Brentwood.

Chair Taylor adjourned into closed session at 9:19 P.M.

#### **CLOSED SESSION**

##### CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Government Code Section 54956.9(a))

Case Name: State Route 4 Bypass Authority vs. Khan; Contra Costa County Superior Court Case No. C11-02377

Chair Taylor reconvened from closed session at 9:26 P.M. and advised that there was nothing to report from closed session.

#### **BOARDMEMBER COMMENTS**

There were no Boardmember comments.

#### **CORRESPONDENCE**

There was no correspondence.

#### **ADJOURNMENT**

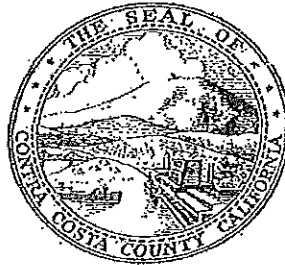
With no further business to come before the State Route 4 Bypass Authority, on motion by Director Piepho, seconded by Director Frazier to adjourn the meeting at 9:28 P.M. to the next meeting scheduled for Thursday, February 9, 2012.

Respectfully submitted,

Anita L. Tucci-Smith  
Minutes Clerk

FEB 17 2012

**Byron  
Municipal  
Advisory  
Council**



Office of Supervisor Mary N. Piepho  
Contact: Karyn Cornell  
181 Sand Creek Road, Suite L  
Brentwood, CA 94513  
925-240-7260

Respectfully submitted by: \_\_\_\_\_

**DRAFT**

*The Byron Municipal Advisory Council serves as an advisory body to the  
Contra Costa County Board of Supervisors and the County Planning Agency.*

**Record of Actions**

**Meeting start time: 6:10 p.m.**

**Thursday, January 19, 2012**

- 1.) **Meeting called to order by Chair Juarez at 6:10p.m. Council members Lopez and Beltran present. Absent: Vice Chair Schmit.**
  
- 2.) **Public Comment:** Resident Patty Bristow requested a sidewalk in the downtown area. Resident Kathy Leighton asked for updates on the following items: status of the park dedication funds, ebart, SR239, and Los Vaqueros. She also discussed the State Parks upcoming meeting and tour at the John Marsh House and the hearing for the State Park in Brentwood taking place on January 26/27.
  
- 3.) **Review of Record of Actions of 10-13-11 meeting:** Councilmember Lopez made a motion to accept the Record of Actions as prepared. Second by Council member Beltran. Motion carried 3-0.
  
- 4.) **Agency Reports**
  - a.) **East Contra Costa Fire Protection District:** None
  - b.) **Contra Costa County Sheriff's Department:** Lt. Johnson provided his report under the presentation items.
  - c.) **California Highway Patrol:** No representative present.
  - d.) **Office of Supervisor Mary N. Piepho:** Field Representative Cornell reported on the following items: the Byron MAC 2011 Work plan and 2012 Objectives were accepted by the Board of Supervisors at their January 10, 2012 meeting; presented a pamphlet regarding the mural program in Exeter, CA stated that if anyone was interested she could get additional information, provided a 2012 contact list for any updates by the councilmembers updated the group that Supervisor Piepho will be Chair of the Board of Supervisors for 2012; accepting applications for the open Byron MAC seat; provided an update regarding SR 239 and updated the group on the successful Vasco Road Phase One ribbon cutting which took place in December 2011.
  
- 5.) **Presentation**
  - a.) **Lt. Alan Johnson, Sheriff's Office, Delta Station:** Lt. Johnson introduced himself and reviewed the current areas in which they are focusing their attention including Property Crimes, Traffic Concern, Juvenile issues. Lt. Johnson then answered questions from the Councilmembers and the audience.
  
- 6.) **Items for Discussion and/or Action**
  - a.) **Election of Chair and Vice Chair:** Motion made by Councilmember Lopez to keep positions as is with Councilmember Juarez as Chair and Councilmember Schmit as Vice Chair. Second made by Councilmember Beltran. Motion approve 3-0.

*This meeting record is provided pursuant to Better Government Ordinance 95-6, Article 25-2.205(d) of the Contra Costa*



b.) Letter from the Contra Costa County Public Works Department regarding Federal Emergency Management Agency (FEMA) development of new Flood Insurance Rate Maps in Contra Costa County;

Councilmember Lopez appointed to participate on behalf of the Byron MAC.

6.) Correspondence Key: R= Received S= Sent

- a.) R-11/21/11 Contra Costa County Zoning Administrator Agenda for Monday, November 21, 2011
- b.) R-11/29/11 Contra Costa Planning Commission Meeting Cancellation Notice for Tuesday, November 29, 2011
- c.) R-12/5/11 Contra Costa County Zoning Administrator Agenda for Monday, December 5, 2011
- d.) R-12/13/11 Supervisor Piepho regarding board orders from the December 13, 2011 Board of Supervisors' meeting: 1.) Increase Contingency Fund to \$98,375 & Acceptance & Giving Notice of Completion of Contract for the Byron Highway Shoulder Widening Project 2.) Update on Delta Issues.
- e.) R-12/13/11 Contra Costa Planning Commission Meeting Cancellation Notice for Tuesday, December 13, 2011
- f.) R-12/19/11 Contra Costa County Zoning Administrator Agenda for Monday, December 19, 2011
- g.) R-1/9/12 Contra Costa County Zoning Administrator Agenda for Monday, January 9, 2012
- h.) R-1/10/12 Contra Costa County Planning Commission Agenda for Tuesday, January 10, 2012
- i.) R-1/23/12 Contra Costa County Zoning Administrator Agenda for Monday, January 23, 2012

8.) Future Agenda Items:

9.) Adjourned to next meeting scheduled for February 23, 2012 at 6:00p.m.: