

# TOWN OF DISCOVERY BAY CSD

President - Kevin Graves • Vice-President - Mark Simon • Director - Brian Dawson • Director - David Piepho • Director - Ray Tetreault

**NOTICE, CALL AND AGENDA OF SPECIAL MEETING  
AND AGENDA OF THE REGULAR MEETING OF  
THE BOARD OF DIRECTORS OF THE  
TOWN OF DISCOVERY BAY CSD**  
Wednesday November 03, 2010  
1800 Willow Lake Road, Discovery Bay, California  
**REGULAR MEETING 7:00 P.M.**  
Website address: [www.todb.ca.gov](http://www.todb.ca.gov)

**SPECIAL MEETING at 6:30p.m.**

**A. CLOSED SESSION:**

1. **CONFERENCE WITH LABOR NEGOTIATOR** Government Code section 54957.6  
Agency Designated Representative: Richard J. Howard  
Unrepresented Employees: All

**B. Return to open session; report on closed session**

**A. ROLL CALL**

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

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

The public may address the Board on any issue in the District's jurisdiction, which is not on the agenda. The public may comment on any item on the agenda at the time that item is taken up. Any person wishing to speak must come up and speak from the podium. There will be no dialog between the Board and the commenter. Any clarifying questions from the Board must go through the Chair.

**C. AREA AGENCIES REPORTS / PRESENTATION**

1. DEPUTY SHERIFF /MARINE PATROL REPORT
2. CHP REPORT
3. FIRE DISTRICT REPORT
4. EAST CONTRA COSTA FIRE PROTECTION DISTRICT REPORT
5. COUNTY'S CODE ENFORCEMENT DEPARTMENT REPORT
6. SUPERVISOR MARY PIEPHO, DISTRICT III REPORT

**D. CONSENT CALENDAR**

1. Consideration of Purchasing and Procurement Policy Letter of Commendation for Lt. Mike Burton
3. Veolia Monthly Reports for the Months of March, April, and June 2010
4. District Financials
5. Minutes of Regular Meeting for October 20, 2010
6. District Invoices

**E. NEW BUSINESS AND ACTION ITEMS**

1. Lease agreement between T-Mobile West Corporation and the Town of Discovery Bay, a Community Services District, for the placement of a cellular antenna to be located at the Newport Lift Station, adjacent to Slifer Park

**F. 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*

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

**H. GENERAL MANAGER'S REPORT**

**I. LEGAL COUNSEL REPORT**

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

1. R – Letter from Supervisor Piepho regarding the Economic Opportunity Council
2. R – Letter from Supervisor Piepho regarding postponement of the certification of the 4<sup>th</sup> High School Environmental Impact Review.
3. R – Letter from Supervisor Piepho regarding the status of the Floodplain Designation in the Discovery Bay Area
4. R – Letter from Supervisor Piepho regarding the proposed Bonita House Knightsen Facility Application

**K. PUBLIC RECORD REQUESTS RECEIVED**

- Request from William Richardson – 16,450 Gallon Sewage Spill  
Request from William Richardson – for Director Brian Dawson's email correspondence  
Request from Don Flint – Stipends for non-CSD activity  
Request from Don Flint – June 2010 Sewer Spill and conspiracy allegations  
Request from [anonymousprrr@gmail.com](mailto:anonymousprrr@gmail.com) – Anonymous Public Records  
Request from [anonymousprrr@gmail.com](mailto:anonymousprrr@gmail.com) – Copies of Public Records Requests  
Request from [anonymousprrr@gmail.com](mailto:anonymousprrr@gmail.com) – Correspondence Included in agenda packets

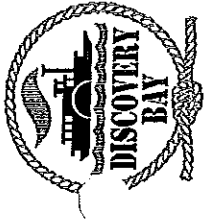
**L. FUTURE AGENDA ITEMS**

**M. ADJOURNMENT**

1. Adjourn to next regular meeting on November 17, 2010 at 1800 Willow Lake Rd – Located in back of Delta Community Presbyterian Church.

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

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



# Town of Discovery Bay CSD AGENDA REPORT

Meeting Date

November 3, 2010

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

**Agenda Title**

Consideration of Purchasing and Procurement Policy

**Recommended Action**

Rescind Resolution 98-31 and Adopt Resolution 2010-15 Adopting a Purchasing and Procurement Policy for the Town of Discovery Bay Community Services District

**Executive Summary**

At the October 20, 2010 Board meeting, staff presented a revised Purchasing and Procurement Policy for Board consideration. One of the recommendations included in the proposed policy calls for an increase from \$5,000 to \$10,000 the amount staff can authorize for purchases without first seeking Board authorization. The reason for this proposed change is to provide a streamlined purchasing process that is functional and allows staff the ability to conduct the business of the district in an expedited manner. However, the Board addressed concerns that they would like to have a record of those purchases made between \$5,000 and \$10,000. In the proposed policy, the following language was added to Section V:

- a. A summary of all purchases authorized by the Purchasing Agent (or designee) between \$5,000 and \$10,000 shall be provided to the Board of Directors on a monthly basis.

This notification will be included as a part of the monthly financial report to the Board.

**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**

October 20, 2010  
Adoption of Resolution 98-31 effective August 19, 1998

**Attachments**

Resolution 98-31  
Draft Purchasing and Procurement Policy  
Summary of Proposed Policy Changes  
Resolution 2010-15  
October 20, 2010 Agenda Report

AGENDA ITEM: D-1

**DISCOVERY BAY COMMUNITY SERVICES DISTRICT**

**RESOLUTION NO. 98-31**

**RESOLUTION ADOPTING A PURCHASING SYSTEM FOR THE DISTRICT**

**WHEREAS, Section 54201 and following of the California Government Code requires every local agency to adopt policies and procedures, including bidding regulations, governing purchases of supplies and equipment by the local agency; and**

**WHEREAS, the policies and procedures shall be adopted by means of a written rule or regulation, copies of which shall be available for public distribution.**

**NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Discovery Bay Community Services District adopts the Purchasing System attached hereto as Exhibit A; and**

**WHEREAS, these purchasing procedures are expressly made inapplicable to bids for and award of public projects as defined by the Public Contracts Code and where the expenditures required for the public project exceeds the limit set by the Public Contracts Code. The provisions contained in the Public Contracts Code establish contract procedures the District shall follow regarding such public projects.**

**PASSED AND ADOPTED by the Board of Directors of the Discovery Bay Community Services District, at a regular meeting thereof, held on August 19, 1998, by the following vote:**

**AYES:** 4  
**NOES:** 0  
**ABSENT:** 1  
**ABSTENTION:** \_\_\_\_\_

**WILLIAM SAIFER**

*William Saifer*  
\_\_\_\_\_  
President, Board of Directors

**ATTEST:** *Virgil Koehn*  
\_\_\_\_\_  
Secretary, Board of Directors

**SUMMARY**

**Purchasing System**

**This Purchasing System would allow the General Manager authority to purchase a contract for supplies or equipment under the following guidelines:**

- (1) If under \$100.00, in an emergency, or certain other circumstances, without competitive bidding;**
- (2) If between \$100.00 and \$5,000.00 under an informal bidding procedure;**
- (3) If between \$5,000.00 and \$30,000.00 under an informal bidding procedure but only with consent of the Board of Directors;**
- (4) If more than \$30,000.00 only by formal bidding procedure and consent of the Board of Directors.**

**Specifications for formal bidders list, requirements for performance bonds, and procedural requirements are set forth in the Purchasing System.**

## PURCHASING SYSTEM

### Sections:

- 1.01 Adoption of Purchasing System.
  - 1.02 Purchasing Officer.
  - 1.03 General Procedure.
  - 1.04 No Bidding Required.
  - 1.05 Informal Bidding Procedure.
  - 1.06 Informal Bidding Procedure For Purchasing Between Five Thousand Dollars and Thirty Thousand Dollars.
  - 1.07 Formal Bidding Procedure.
  - 1.08 Inspection – Testing.
  - 1.09 Encumbrance of Funds.
- 1.01 Adoption of Purchasing System. In order to establish efficient procedures for the purchase of supplies and equipment, to secure for the District supplies and equipment at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases, to clearly define authority for the purchasing function and to assure the quality of purchases, a purchasing system is adopted.
- 1.02 Purchasing Officer. The General Manager shall be the Purchasing Officer, and shall have authority to:
- A. Purchase or contract for supplies and equipment required by the District in accordance with the provisions of this chapter, such administrative regulations as the purchasing officer may adopt, and such other rules and regulations as may be prescribed by the Board of Directors;
  - B. Negotiate and recommend execution of contracts for the purchase of supplies and equipment;
  - C. Act to procure for the District the needed quality in supplies and equipment at least expense to the District;
  - D. Discourage uniform bidding and endeavor to obtain as full and open competition as possible on all purchases;
  - E. Prepare and recommend to the Board of Directors rules governing the purchase of supplies and equipment for the District;
  - F. Prepare and recommend to the Board of Directors revisions and amendments to the purchasing rules;
  - G. Keep informed of current developments in the file of purchasing, prices, market conditions and new products;
  - H. Prescribe and maintain such forms as are reasonably necessary to the operation of this System and other rules and regulations;

**I. Supervise the inspection of all supplies and equipment purchased to ensure conformance with specifications;**

**J. Recommend the transfer of surplus or unused supplies and equipment between departments as needed and the sale of all supplies and equipment which cannot be used by any agency or which have been unsuitable for District use;**

**K. Maintain a bidders list, vendors catalog file and records needed for the efficient operation of the purchasing department.**

**1.03 General Procedure.** The purchase of, or contracting for, supplies and equipment shall be done in accordance with the procedures established in Section 1.04 for purchases for which neither informal nor formal bids are required, or the informal bidding procedures established in Section 1.05 for purchases or contracts of less than five thousand dollars, or the informal bidding procedures of Section 1.06 for purchases or contracts of between five thousand dollars and thirty thousand dollars, or the formal bidding procedures established in Section 1.07 for Purchases or Contracts of Greater Than Thirty Thousand Dollars.

**1.04 No Bidding Required.** Purchases of supplies and, equipment shall normally be by bid procedures pursuant to this System, as applicable, provided, however, that bidding may be dispensed with in the following circumstances:

- A. When an emergency requires that an order be placed with the nearest available source of supply immediately;**
- B. When the commodity can be purchased only from vendor or supplier, or, in the case of vehicles, machinery or other equipment, where the commodity can be reasonably repaired or otherwise serviced by only one vendor or supplier; or**
- C. Where the estimated purchase price is less than one hundred dollars; or**
- D. Where the purchase or acquisition is made in accordance with law by or through the county, state or federal government.**

**1.05 Informal Bidding Procedure.** Where the estimated value of the purchase of supplies or equipment is less than five thousand dollars, the purchasing officer may make the purchase in the open market under the following procedure without observing the formal procedure set forth in Section 1.07 (this procedure may be referred to as the "open market" procedure), and need not return to the District for Board of Directors authorization to make the purchase.

**A. Minimum Number of Bids.** Open market purchases shall, wherever possible, be based on at least three bids and shall be awarded to the lowest responsible bidder.

**B. Notice Inviting Bids.** The purchasing officer shall solicit bids by written requests to prospective vendors or by telephone and by public notice posted on a public bulletin board at the District Office.

**C. Written Bids.** Sealed, written bids shall be submitted to the purchasing officer, who shall keep a record of all open market orders and bids for a period of one year after the submission of bids or the placing of an order. This record, while so kept, shall be open to public inspection.

**1.06 Informal Bidding Procedure For Purchasing Between Five Thousand and Thirty Thousand Dollars.** Where the estimated value of the purchase of supplies or equipment is greater than five thousand dollars, but less than thirty thousand dollars, the purchasing officer may utilize the open market procedure specified in Section 1.05, to obtain bids, provided, however, that he shall first obtain the consent of the Board of Directors before awarding any contract or purchase.

**1.07 Formal Bidding Procedure.** Except as otherwise provided herein, purchases and contracts for supplies and equipment of estimated value greater than thirty thousand dollars shall be by written contract with the lowest responsible bidder pursuant to the procedure prescribed herein.

**A. Notice Inviting Bids.** Notice inviting bids shall include a general description of the articles to be purchased, shall state where bid blanks and specifications may be secured, and the time and place for opening bids.

**1. Published Notice.** Notice inviting bids shall be published at least ten days before the date of opening of the bids. Notice shall be published at least once in a newspaper of general circulation, printed and published in the District or, if there is none, it shall be posted in at least three public places in the District that have been designated as places for posting public notices or ordinances.

**2. Bidders List.** The purchasing officer shall also solicit sealed bids from all responsible prospective suppliers whose names are on the bidders list or who have requested their names be added thereto.

**3. Bulletin Board.** The purchasing officer shall also advertise pending purchases by a notice posted on a public bulletin board at the District Office.



**B. Bidders' Security.** When deemed necessary by the purchasing officer, bidders' security may be prescribed in the public notices inviting bids. Bidders shall be entitled to return of bid security, provided that a successful bidder shall forfeit his bid security upon refusal or failure to execute the contract with ten days after the notice of award of contract has been mailed, unless the District is responsible for the delay. The Board of Directors may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder. If the Board of Directors awards the contract to the next lowest responsible bidder, the amount of the lowest bidder's security shall be applied by the District to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

**C. Bid Opening Procedure.** Sealed bids shall be submitted to the purchasing officer and shall be identified as bids on the envelope. Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than thirty calendar days after the bid opening.

**D. Rejection of Bids.** In its discretion, the Board of Directors may reject any and all bids presented and re-advertise for bids.

**E. Award of Contracts.** Contracts shall be awarded by the Board of Directors to the lowest responsible bidder, except as otherwise provided herein.

**F. Tie Bids.** If two or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay of re-advertising for bids, the Board of Directors may accept the one it chooses or accept the lowest bid made by negotiation with the bidders at the time of the bid opening.

**G. Performance Bonds.** The Board of Directors shall have the authority to require a performance bond before entering a contract in such amount as it shall find reasonably necessary to protect the best interest of the District. If the Board of Directors requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids.

**1.08 Inspection--Testing.** The purchasing officer shall inspect supplies and equipment delivered to determine their conformance with the specifications set forth in the order or contract. The purchasing officer shall have authority to require chemical and physical tests of samples submitted with bids and samples of deliveries which are necessary to determine their quality and conformance with specifications.

**1.09 Encumbrance of Funds.** Except in cases of emergency, the purchasing officer shall not issue any purchase order of supplies or equipment unless there exists an unencumbered appropriation in the fund account against which said purchase is to be charged.



# Town of Discovery Bay Community Services District Board Policy

## PURCHASING AND CONTRACTING

A purchasing system is adopted in order to establish efficient procedures for the purchase or procurement of supplies, services and equipment at the lowest possible cost commensurate with the level of quality required, to exercise financial control over the purchase or procurement, and to clearly define authority for the purchasing function.

### I. Purchasing Agent Designated;

- a. The General Manager is the designated Purchasing Agent. The Purchasing Agent may delegate all or a portion of the purchasing duties to any District staff member. The Purchasing Agent shall have the authority to:
  - i. Purchase or contract for supplies, services and equipment required by the District in accordance with purchasing procedures outlined in this policy;
  - ii. Negotiate and recommend execution of contracts for the purchase of supplies, services and equipment;
  - iii. Act to procure for the District the necessary quality in supplies, services and equipment at the lowest responsible cost to the district;
  - iv. Prepare and recommend to the Board of Directors revisions and amendments to the purchasing rules;
  - v. Establish and maintain such forms as reasonably necessary to the operation of purchasing guidelines;
  - vi. Supervise the inspection of all supplies, services and equipment purchased to insure conformance with required specifications;
  - vii. Recommend the sale or disposal of all supplies and equipment which cannot be used by the District, or which are no longer suitable for District use;
  - viii. Maintain a bidder's list and other records necessary for the efficient acquisition of goods and services.
  
- b. The General Manager (or designee) is hereby authorized to sign all contracts for the purchase of goods or services awarded pursuant to this section or separately approved by the Board of Directors.

## II. Purchase or Procurement of Goods or Services Exceeding \$25,000

- a. When the amount or value involved is at least \$25,000, the purchase shall be made by the Board of Directors through competitive bid as outlined below:
- i. Notice inviting bids shall include a general description of the services and/or articles to be purchased or sold, where bid blanks and specifications may be obtained, the time and place for bid openings, and whether bid deposit or bond and faithful performance bond will be required.
  - ii. Notice inviting bids shall be posted on the Districts website at [www.todb.ca.gov](http://www.todb.ca.gov) and in at least two public places in the District that have been designated as the location for posting public notices, at least 10 days before the date of opening the bids.
  - iii. The Purchasing Agent shall also solicit sealed bids from all responsible prospective suppliers whose names are on the bidder's list and may advertise the notice inviting bids in applicable publications.
  - iv. When deemed necessary by the Purchasing Agent or Board of Directors, any bidder may be required to submit a bid deposit or bond in an amount determined by the Purchasing Agent or Board of Directors. A successful bidder (and the bidder's surety, if a bond is furnished) shall be liable for any damages upon the bidder's failure to enter into a contract with the District or upon the failure to perform in accordance with the tenor of their bid.
  - v. When deemed necessary by the Purchasing Agent or Board of Directors, any person or entity entering into a contract with the District may be required to furnish a faithful performance deposit or bond in an amount determined by the Purchasing Agent or Board.
  - vi. Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than 30 calendar days after the bid opening.
  - vii. At its discretion, the Board of Directors may reject all bids presented and re-advertises for bids.
  - viii. Contracts shall be awarded by the Board of Directors to the lowest responsible bidder, except as otherwise provided herein.
  - ix. All contracts shall be processed with a tracking Purchase Order and all funds encumbered at the contract value.
  - x. If two or more bids received from responsible bidders are for the same total amount or unit price, quality and service being equal, preference shall be given to the local vendor, or the Board of Directors may accept the lowest bid made by negotiation with the tie bidders and the Purchasing Agent at the time of the bid opening.

### III. Award of Bid

a. Purchase or Procurement or Contracts shall be awarded after consideration of the following factors:

- i. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- ii. The ability of the bidder to perform the contract or provide the service promptly or within the time specified, without delay or interface;
- iii. The reputation and experience of the bidder;
- iv. The previous experience of the District with the bidder;
- v. The previous existing compliance by the bidder with federal, state, and local laws and ordinances;
- vi. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- vii. The quality, availability and adaptability of the supplies or contractual services to the particular use required;
- viii. The ability of the bidder to provide future maintenance and service of the use of the subject of the contract;
- ix. The number and scope of conditions attached to the bid.

b. The provisions of this section requiring competitive bidding shall not apply to the following:

- i. Contracts involving the acquisition of professional or specialized services, such as, but not limited to, services rendered by architects, attorneys, engineers, and other specialized consultants;
- ii. When the District's requirements can be met solely by a single patented article or process;
- iii. When no bids have been received following bid announcements under other provisions of this section;
- iv. When the amount involved is less than \$25,000;
- v. When an emergency requires that an order is placed with the nearest source of supply;
- vi. When a purchase involves goods of a technical nature, and it would be difficult for a vendor to bid on a standard set of specifications, the Purchasing Agent shall undertake a thorough review of known products and a comparison of features which would most closely meet the District's needs at the least cost;

- vii. For janitorial services for District buildings and facilities;
- viii. When another agency has administered a competitive bidding process within the past two years for the same or substantially similar supplies, services or equipment and the District desires to utilize that other agency's bidding process.

- c. When the procurement falls into any of the categories listed above, and the amount does not exceed \$25,000, the Purchasing Agent may authorize the use of the other purchasing procedures set forth in this section, depending on the value of the goods or services. When the procurement falls into one of the categories listed above, and the amount exceeds \$25,000, procurement without competitive bidding must be authorized by the Board of Directors by simple majority, except as otherwise provided above.
- d. Any request for an exception under this section shall include the nature of the contract, amount of the contract and the reasons why competitive bidding is not feasible

#### **IV. Purchase or Procurement of Goods or Services between \$10,000 and \$25,000**

- a. All purchases or procurement for goods or services that exceed \$10,000 shall be authorized by the Board of Directors at a Regular or Special Meeting thereof.
  - i. The provisions of this section requiring Board authorization shall not apply for maintenance and repair of District owned buildings or facilities
- b. If the amount or value involved in a purchase is \$10,000 or more, but less than \$25,000, the Purchasing Agent may allow the purchase without written bid, by informal price checking through telephone or mail inquiry, comparison of prices on file or otherwise, subject to Board authorization.
- c. Every attempt shall be made to receive at least three price quotations.
- d. At the discretion of the Purchasing Agent, the acquisition of goods and services the value of which is at least \$10,000, but less than \$25,000, the formal competitive bid process may be used.

## **V. Purchase or Procurement between \$101 and \$10,000**

If the amount or value involved in a purchase is at least \$100, but less than \$10,000, the Purchasing Agent may make the purchase, without written bid, by using purchase orders or by direct purchase and through comparison pricing from at least 3 sources via telephone, internet, written price proposal or using on site information.

- a. A summary of all purchases authorized by the Purchasing Agent (or designee) between \$5,000 and \$10,000 shall be provided to the Board of Directors on a monthly basis.

## **VI. Purchase or Procurement Up To \$100**

If the amount or value involved in a purchase is \$100 or less, the Purchasing Agent may make the purchase, without written bid, by using direct purchase, including by using available petty cash.

## **VII. Credit card purchases.**

It is recognized that certain authorized employees are issued a District Credit card for incidental purchases. Incidental purchases include fuel for vehicles, small supplies such as hardware, and online purchases where a credit card is the only method of payment. In addition, while traveling on District business, credit cards may be used for transportation, hotel, and meals when applicable and authorized by the General Manager. All credit card purchases shall be authorized by the General Manager. Credit Card purchases shall not be used for the purpose of evading the competitive bidding provisions of this Policy.

## **VIII. Purchase Orders.**

All Purchase or Procurement over \$1,000 shall be documented by a purchase order prepared by the Purchasing Agent. The original copy shall be directed to the vendor and one copy shall be retained for the purchase order file. The final copy shall be directed to the department for whose benefit the purchase is being made to be used as a receiving report.

## **IX. Availability of Sufficient Funds.**

No purchase order shall be issued until it has been ascertained that there is to the credit of the department of the District for whose benefit such purchase is to be made a sufficient unappropriated balance in excess of all unpaid obligations to defray the amount of such order.

**X. Inspect and Review.**

The Purchasing Agent shall require the inspection of supplies and equipment delivered, and contractual services performed, to determine their conformance with the specifications and requirements set forth in the order or contract.

**XI. Surplus Supplies and Equipment.**

At such times as determined by the Purchasing Agent, reports shall be prepared showing all supplies and equipment which are no longer used or which have become obsolete or worn out. The Purchasing Agent shall have the authority to sell trade or exchange all said supplies and equipment. The manner of disposing of surplus property shall be consistent with the procedures for Purchase or Procurement set forth in this section, depending on the value of the property.

**XII. Splitting Orders Prohibited.**

It is unlawful to split or separate into smaller orders the purchase of supplies, materials, equipment or services for the purpose of evading the competitive bidding provisions of this Policy.

**XIII. Exceptions – Public Projects.**

This Policy is expressly made inapplicable to bids for public projects as defined by Public Contracts Code Section 20680 and where the expenditure required for the public project exceeds the limit set by Public Contracts Code Section 20682. The provisions contained in Public Contracts Code Section 20680 et seq.

**XIV. Exceptions – Contracting during Declared Emergencies, Emergency Cleanup, or Emergency Cleanup of Hazardous Materials or Waste.**

When, in the discretion of the General manager, or designee, it is determined that a declared Emergency exists, or a hazardous spill has occurred and that immediate cleanup is required to prevent the spill from entering the storm drain system or any watercourse, the General Manager, or designee, may contract for the cleanup of the spill. Any such contract in the amount of \$10,000 or less may be entered into on behalf of the District by the General Manager, or designee, without prior Board of Directors approval; however, a contract in excess \$10,000 shall be ratified by the Board of Directors at the next regular or special meeting of the Town of Discovery Bay Board of Directors.

## **XV. Protest Procedure.**

After the award of any contract, any unsuccessful bidder may challenge the bid procedure by filing a written protest with the General Manager. The protest must set forth the reasons for the challenge and must be filed within 10 days of the award of the contract. The General Manager shall review the protest and provide a written reply in an expeditious manner. The decision of the awarding authority with respect to the protest shall be final. Failure to file a timely protest shall be deemed a waiver of any challenge to the procedure or award of contract.

**FORBIDDEN**



Town of Discovery Bay CSD  
General Purchasing Requirements Summary  
For Goods and Services

1. For Purchase or procurement of \$100 or less:
  - Direct Purchase or procurement. No competitive bids, no documented price comparisons or quotes required.
2. For Purchase or procurement of \$101-\$10,000:
  - Use PO or Direct Purchase or procurement. Competitive bid not required, however, informal bid procedures need to be followed: if products readily available, seek quotes from at least 3 sources via telephone, internet, written price proposal or using on site information.
  - Purchase may require a contract if the procurement is for professional, construction, or technical services.
  - Purchase or procurement requires a PO – See PO Requirements Section. Purchasing Agent may require written competitive bid.
  - For purchase or procurement under \$10,000 no Board action is necessary, however, the item must be budgeted.
  - If a purchase or procurement is not budgeted, it must be authorized by the Board prior to procurement.
3. For Purchase or procurement of \$10,000-\$24,999:
  - Purchasing Agent may approve purchase or procurement without competitive bid, using informal price quotes from at least 3 sources via telephone, internet, written price proposal or using on site information.
  - Purchase or procurement requires a PO – See PO Requirements Section. Purchasing Agent may require written competitive bid.
  - All purchase or procurement over \$10,000 must be approved by the Board of Directors prior to purchase or procurement.
  - Purchase may require a contract if the procurement is for professional, construction, or technical services.
4. For Purchase or procurement of \$25,000 or more:

Requirement #1 - Purchase or procurement itself must be approved by the Board of Directors (it's not enough to have an approved budget),

Requirement #2 – Purchase or procurement requires a Contract and a PO – See PO Requirements Section; and

Requirement #3 – Purchase or procurement must be awarded using a written competitive bid process unless the purchase or procurement meets one of the specific exclusions below:

- Contracts for specialized or professional services including but not limited to architects, attorneys, engineers, and other specialized professionals.
- When the Town's requirements can be met solely by a single patented article or process.
- When after bid announcements, no bids have been received.
- When an emergency requires an order be placed with the nearest source of supply.
- When a purchase or procurement involves goods of a technical nature, and it would be difficult for a vendor to bid on a standard set of specifications.
- For janitorial services or maintenance and repair of buildings and facilities.
- For maintenance and repair of public streets, including street sweeping.
- When another public agency has administered a competitive bidding process within the past two years for the same or substantially similar supplies, services, or equipment.
- When the Board of Directors specifically waives the competitive bid process and authorizes staff to negotiate the purchase or procurement of vehicles by 4/5ths vote.

Who can sign contracts for the purchase or procurement of services, supplies and equipment? The General Manager (or Designee).

#### PO Requirements

- All Purchase or procurement \$1000 or more must be documented with a PO or Direct Purchase agreement.
- PO's must be approved by General Manager.

- PO's cannot be approved unless there is unencumbered budget in place.

### Credit Card Purchases

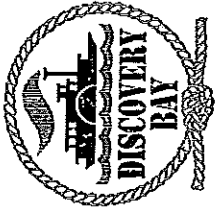
It is recognized that certain authorized employees are issued a District Credit card for incidental purchases. Incidental purchases include fuel for vehicles, small supplies such as hardware, and online purchases where a credit card is the only method of payment. In addition, while traveling on District business, credit cards may be used for transportation, hotel, and meals when applicable and authorized by the General Manager. All credit card purchases shall be authorized by the General Manager.

### Other Purchasing Policy General Requirements

Supplies or equipment delivered, and contractual services performed all must be inspected for conformance with the specifications and requirements set forth in the order or contract. Department Managers should approve payment for such goods or services only after determining their sufficiency and conformance with those specifications and requirements.

Note:

- The preceding Applies to all Purchase or procurement of Services, Supplies, and Equipment not subject to California Public Contracts Code Section 20680 et seq).
- This summary of purchasing and procurement procedures is made available to assist the reader and summarize the District's Purchasing and Procurement procedures. It is intended for general information only. In the event this document is in conflict with District Policy then District Policy shall prevail.



TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 2010-15

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT (CSD) RESCINDING RESOLUTION 98-31 THAT ADOPTED A  
PURCHASING SYSTEM FOR THE DISTRICT AND ADOPTING  
A PURCHASING AND PROCUREMENT POLICY

**WHEREAS**, Town of Discovery Bay Community Services District adopted Resolution 98-31 on August 19, 1998 establishing a Purchasing System for the District; and,

**WHEREAS**, the Purchasing System authorized by Resolution 98-31 needs to be Rescinded; and,

**WHEREAS**, a new Purchasing and Procurement Policy for the District has been created that is consistent with state law and District purchasing practices.

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

**SECTION 1.** That the original Purchasing System for the District that was established pursuant to Resolution 98-31 be Rescinded and replaced with the Purchasing and Procurement Policy and is made a part of this Resolution.

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

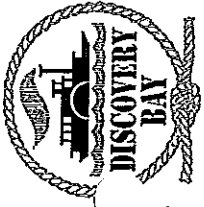
**PASSED, APPROVED, AND ADOPTED THIS 3<sup>rd</sup> DAY OF NOVEMBER 2010.**

\_\_\_\_\_  
J. Kevin Graves  
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on October 20, 2010, by the following vote of the Board:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
Richard J. Howard  
Board Secretary



# Town of Discovery Bay CSD AGENDA REPORT

Meeting Date

October 20, 2010

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

Agenda Title

Consideration of Purchasing and Procurement Policy  
Recommended Action

Rescind Resolution 98-31 and Adopt Resolution 2010-15 Adopting a Purchasing and Procurement Policy for the Town of Discovery Bay Community Services District

Executive Summary

The Town of Discovery Bay CSD spends millions of dollars each year in the procurement of goods and services. A functional and efficient Purchasing and Procurement Policy is essential to maintaining a system that manages the District's approach to acquiring goods and services. It is also important that the system be specific and structured in such a manner that clearly identifies how, and under what dollar thresholds, purchases can be made.

On August 18, 1998 the Discovery Bay Community Services District Board of Directors adopted Resolution 98-31 (Attached) which implemented a purchasing system for the District. Since 1998, laws have changed and the manner in which the District conducts its business has also changed. However, the Purchasing Policy has not been amended or updated to reflect current business practices or legal requirements.

Staff has spent a considerable amount of time updating and reviewing proposed changes to the existing purchasing processes. While the basic purchasing methods remain the same, the proposed Policy (Attached) includes a number of minor changes to the original Policy that more clearly identify the Purchasing structure for the District and define for staff, the public, and Board the method and manner in which purchases and procurement of goods and/or services are transacted.

Proposed modifications include reducing the dollar amount for formal bidding from \$30,000 to \$25,000 to parallel other requirements in the Government Code relating to construction projects; putting limitations on credit card purchases; increasing from \$5,000 to \$10,000 staff authorization limits for purchases of goods or services; and establishing a cap on the amount of money that can be spent on a maintenance or repair project without first obtaining Board authorization. Additional proposed changes include establishing purchasing procedures in times of emergency; the manner in which surplus supplies and equipment are disposed; and when Purchase Orders need to be utilized.

Staff believes that this Policy will enhance the ability of the District to more favorably, compete for better pricing as well as provide clear definition in the manner and method of acquiring goods and/or services.

Fiscal Impact:

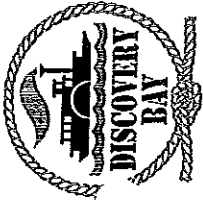
Amount Requested \$N/A  
Sufficient Budgeted Funds Available?: (If no, see attached fiscal analysis)  
Prog/Fund # Category: Pers. Optg. Cap. -or- CIP# Fund#

Previous Relevant Board Actions for This Item  
Adoption of Resolution 98-31 effective August 19, 1998

Attachments

Resolution 98-31  
Draft Purchasing and Procurement Policy  
Summary of Proposed Policy Changes  
Resolution 2010-15


AGENDA ITEM: F-1



# Town of Discovery Bay CSD AGENDA REPORT

Meeting Date

November 3, 2010

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

**Agenda Title**

Letter of Commendation for Lt. Mike Burton

**Recommended Action**

Approve sending letter from the entire Board to Sheriff Warren E. Rupf and Sheriff Elect David O. Livingston commending Lt. Mike Burton for his work in Discovery Bay.

**Executive Summary**

At the October 20, 2010 Board meeting, Lt. Mike Burton addressed the Board and wanted the Board and Public to know that while he was unable to attend the last meeting, nor will he be available to attend the next meeting, he wanted to ensure that the monthly report to the Board will continue with a member of his staff making the presentation.

Following Lt. Burton's comments, the Board directed staff to draft a letter to the Sheriff acknowledging Lt. Burton's efforts and commitment to Discovery Bay. That letter is attached.

**Fiscal Impact:**

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

**Previous Relevant Board Actions for This Item**

**Attachments**

Letter of Commendation for Lt. Mike Burton



# TOWN OF DISCOVERY BAY CSD

President - Kevin Graves • Vice-President - Mark Simon • Director - Brian Dawson • Director - David Piepho • Director - Ray Tetreault

November 3, 2010

Sheriff Warren Rupf  
Sheriff Elect David Livingston  
Contra Costa County Sheriffs Department  
651 Pine Street, 7<sup>th</sup> Floor  
Martinez, CA 94553

RE: Lt. Mike Burton

Dear Sheriff Rupf and Sheriff Elect David Livingston:

On behalf of the Town of Discovery Bay Community Services District (CSD), we would like to take a minute to commend Lt. Mike Burton for his hard work and ongoing dedication to the community of Discovery Bay.

Lt. Burton has gained the support of not only this Board, but the community as a whole. His professional demeanor and no-nonsense approach to his job has resulted in a collaborative working relationship between the Contra Costa Sheriff's Department and the Town of Discovery Bay CSD. His ability to "get the job done" has garnered praise from all over Discovery Bay. These qualities, along with his affable personality and quick wit have resulted in his quickly becoming the go-to guy in Discovery Bay.

Mike successfully worked with the community to establish the Resident Deputy program, the new Discovery Bay Community Patrol vehicle, and the opening of the new Discovery Bay substation, just to name a few of the many benefits that Mike has worked tirelessly for within our community.

Mike and his capable staff have truly made an impact in Discovery Bay. The Town of Discovery Bay is certainly better off with Lt. Mike Burton than without him.

Sincerely,

J. Kevin Graves, President

Mark Simon, V. President

Brian Dawson, Director

David Piepho, Director

Ray Tetreault, Director

.H/ca

AGENDA ITEM - D-2

1800 Willow Lake Road • Discovery Bay • CA • 94505-9376

Telephone • 925.634.1131 • Fax • 925.513.2705

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



# Town of Discovery Bay CSD AGENDA REPORT

Meeting Date

November 3, 2010

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

Agenda Title

Veolia Monthly Reports for the Months of March, April, and June 2010

Recommended Action

Receive and File

Executive Summary

Attached, for your information, and for that of the public, are the Veolia Water Monthly Reports for the months of March, April and June 2010. It became known to staff that these reports were not included as a part of any Board agenda.

As noted at the Board meeting of October 20, 2010, there will be a permanent placeholder for Veolia to present their reports from the prior month to the Board and community. That action will eliminate any possibility that a monthly report will be inadvertently skipped or missed.

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

March 2010, April 2010, and June 2010 Monthly Reports from Veolia Water

AGENDA ITEM: D-3





TOWN OF DISCOVERY BAY  
RECEIVED  
4-16-10 *JF*

**MONTHLY OPERATIONS REPORT**

March 2010

Town of Discovery Bay, CA

**SAFETY & TRAINING:**

**Following is a summary discussion of safety issues and training provided for VVNA operations at the Discovery Bay Projects:**

Discovery Bay project has had "No Lost-Time" Accidents  
As of April 2<sup>nd</sup>, Veolia Water has worked a total of 8288.75 hours of Incident Free Operation.

Veolia internal facility safety inspection was completed in March and the Monthly Inspection Report (MIR) was posted to Veolia WIKI web site. No issues were uploaded into the Caribou Compliance tracking system. Veolia is implementing a new web based program for tracking safety issues.

VVNA training included:

- PPE, Confined Space and LOTO review
- Fire Extinguisher training
- Asbestos safety review.
- Electrical extension cord safety
- Defensive Driving review, real world experiences, hail storms and sun in your eyes
- Hard Hats around Crane work.

**Compliance Summary:**

- No Wastewater violations or excursions occurred in March.
- No Water violations or excursions occurred in March.
- No SSO events occurred in March.



The January data tabulated below represents no violations or excursions

Parameter	Previous Month's Performance
<i>WW Effluent</i>	
Flow, MG	48.22
Influent BOD <sub>5</sub> , mg/L/day, monthly avg.	264
Influent TSS, mg/L/day, monthly avg.	211
Effluent BOD <sub>5</sub> , mg/L, monthly avg.	3.0
Effluent TSS, mg/L, monthly avg.	17.5
Total Coliform 7 day Median Max	13.0
Total Coliform Daily Maximum	80
TSS Effluent Composite Max Result <b>MG/L</b>	26
TSS Effluent Composite Max Result <b>LBS</b>	379

*Only previous month's data is provided as current month's data has not been fully received from laboratory.*

**Total Wastewater Treated in February:  
54.50 Million Gallons MG**

**Total Water Produced: Million Gallons MG**

Month	Willow Lake WTP	Newport WTP	Totals (million gallons)
March	10.6	50.7	61.3
February	21.92	25.13	47.05
January	26.24	27.84	54.08

**Water Quality Reports:**

Samples collected	No. Total Coliform Positives	No. Fecal/E. coli Positives
20	0	0



### Operations Summary:

Telstar, Kirby Pump and Greg Hubley have worked to identify issues at lift station "D". Clarifier #1 at plant one was taken off line to clean the effluent discharge line and launders. Once cleaned it was placed back on line.

Telstar worked on Clarifier #1 low level stop function. A 5 minute delay was programmed in to the Bixler Lift Station for SCADA calls. We receive several false alarms from this station. Telstar also is working on nuisance Well 5 alarms.

As a result of a Marina Drive fire hydrant being detached from the water supply line, debris material was discharged into the nearby catch basin. The sumps were vacuumed out and material disposed.

Veolia is gearing up for producing considerable biosolids. Virgil Koehne has begun to develop a staging area where biosolids can be stored on site until applied on farm fields adjacent to the green house solar cells or used in landscape areas.

In March, 11, additional high turbidity trigger samples were collected. This was due to a hail or other storm conditions, clarifier 1 cleaning, and loss of prime on clarifier 2 Plant I Return Activated Sludge pump.

The CRWQCB is requesting that an electronic version of the self monitoring report (eSMR) be submitted along with the paper SMR. Veolia has been working with senior Regional Water Board staff to resolve programming issues. A Notice of Violation was issued to the Discovery Bay WWTP on 3/15 for the January 2010 Self Monitoring Report period. The December report stated that the Electrical Conductivity annual report was not submitted in the January SMR and Biochemical Oxygen Demand and Total Suspended Solids are to be reported as a weekly average in both concentration and mass emission rates (MER). The UV dose data is unavailable and not reported. The upgrade to the existing UV system to provide this information is being addressed.

The January SMR review listed that UV data is missing including gallons per minute per bank. This should read gallons per minute per UV lamp. The NOV listed River "Standard Observations" not being reported, however Veolia has completed this provision requirement twice as often as necessary and submitted documentation. In a conversation with Mike Fischer of the RWQCB, it was stated we can request this be dismissed. During a significant rain event the Mission alert system failed to notify the on duty operator, who was conducting River monitoring duties at the time, of a triggered turbidity event. A grab sample was not collected as required in the permit language nor was the event duration (minutes of greater than 10 NTU) submitted. Until such time as



the interface system calculates the needed data, Veolia is extrapolating data from the program and hand calculating information to be submitted in the monthly Self Monitoring Report.

Veolia was instructed to provide samples to BioVir Laboratory as part of the UV NTU study. We have received the results from the first phase of this project from BioVir Laboratories and are waiting further instruction to conduct the second phase of the turbidity UV disinfection study.

Veolia provided the Biosolids Management Plan to Virgil Koehne for review and comment.

The NPDES Discharge Monitoring Reports were submitted to appropriate agencies for the month of February.

Call Outs:			
Total	TODB Water	Veolia Operation W & WW Operations	Collections-LS
17	2	8	7

Veolia recorded 17 total call outs for the month of March. Some were false alert conditions. Lift station communication failures continue to be a nuisance. Seven calls were to lift stations which four of those were to lift station "D". 8 calls were for water / wastewater treatment.

#### **Maintenance & Repair Work:**

Veolia closed 223 work orders including regulatory tasks in March.

Greg Hubley performed electrical preventative maintenance tasks for the Return Activated Sludge, (RAS), Variable Frequency Drives, (VFD), at plant #1. Clarifier 1 lift pumps 1 & 2 controls were checked and found pump 2 is not performing very well. The cabinet also needs 4 exhaust fans. The float controls for Plant 2, Clarifier 4 scum pump were cleared as they were causing the pump to be in failure alarm.

Greg replaced a fuse for cabinet lights and heaters at WWTP 1 for Waste Activated Sludge (WAS) 1 & 2. Surge protector at WWTP 1, for main power unit was pulled it to have it sent back to Telstar for replacement.

Influent pump # 4 was installed at the lift station plant 1. All five pumps are in service with new level control for plant 1 pumps. Two repaired or replaced Variable Frequency Drives were installed at the influent lift station.

RAS pump #3 was installed. RAS #4 pump has been out for repairs for several weeks.



### **Collections - Willow Lake and Newport WTP**

On 3/24 the level controllers have been set to alternate lead and lag pumps on Lift stations A, C, G,

Lift station "R" was found to have a pump failure on Sunday the 28<sup>th</sup>. Electrician Greg Hubley rewired for lead pump control to run pump 2 while staff pulled pump 1. It was replaced with a shelf spare and put back in operation.

Lift station "D" pump 2 diagnosed as it was found to be tripping out. Pump was repaired and controls replaced. This included a new breaker and over load protection. The old back up float level control was replaced with dry well alarm float and checked in SCADA. The high wet well and level controller high wet well alarm outputs were checked in SCADA for alert operation. A guard was located on the emergency call button so it is not activated with the electrical control door open.

### **Maintenance Costs for March: \$ 7,458.43**

A breakdown of the costs are provided to the General Manager.



## MONTHLY OPERATIONS REPORT

April 2010

Town of Discovery Bay, CA

### **SAFETY & TRAINING:**

Following is a summary discussion of safety issues and training provided for VVNA operations at the Discovery Bay Projects:

---

### **SAFETY & TRAINING:**

**Following is a summary discussion of safety issues and training provided for VVNA operations at the Discovery Bay Projects:**

Discovery Bay project has had "No Lost-Time" Accidents  
As of April 30<sup>th</sup>, Veolia Water has worked a total of 9301.25 hours of Incident Free Operation.

---

Veolia internal facility safety inspection was completed in April and the Monthly Inspection Report (MIR) was posted to Veolia WIKI web site. No issues were uploaded into the Caribou Compliance tracking system. Veolia is implementing a new web based program for tracking safety issues.

VVNA training included:

- Over exertion Injuries: Strains and Sprains
- Summary of Recordable Injuries Scenarios Discussed.
- Hazardous Materials Business Plan Review
- Administration Training 2-day San Jose

Lori Gabriel sat for her Grade II Water Distribution exam in April and has passed. She is planning to take here Grade III Distribution exam in the fall of this year.

On April 29<sup>th</sup>, Hazardous Material Specialist Neil Price of Contra Costa Health Services/Hazardous Material Program conducted an inspection of 5 facilities. Virgil Koehne, Jennifer Bennett and Gerald Smart participated. Both Water and Wastewater facilities and Well 5 were inspected for compliance with code. Chemical inventory, site plans, and contingency plans were reviewed at each location. No violations were noted on the inspection document. Some labeling was requested for the diesel fuel storage tanks.

### **Compliance Summary:**

- One Wastewater effluent permit limit violations or excursions occurred in April.



- No Water violations or excursions occurred in April.
- No SSO events occurred in April.

April's Electrical Conductance has been reviewed, entered and calculated. The result is over the limit for EC.

The Discharge Monitoring Report (DMR) is submitted monthly to the State Water Resources Control Board and requires the calculated 12 month running average for Electrical Conductance. A correction to the 2010 March DMR was sent on 4 May 2010 to the State Water Resources Control Board. The calculated Electrical Conductance was 2095.8 µmho/cm and is within permit limits.

The **March** data tabulated below represents no violations or excursions and is provided as current month's laboratory data has not been fully received at the time of this writing.

Parameter	Previous Month's Performance
<i>WW Effluent</i>	
Flow, MG	52.47
Influent BOD <sub>5</sub> , mg/L/day, monthly avg.	142
Influent TSS, mg/L/day, monthly avg.	120
Effluent BOD <sub>5</sub> , mg/L, monthly avg.	1.0
Effluent TSS, mg/L, monthly avg.	14.3
Total Coliform 7 day Median Max	17.0
Total Coliform Daily Maximum	80
TSS Effluent Composite Max Result MG/L	21
TSS Effluent Composite Max Result LBS	264

**Total Wastewater Treated in April:  
58.41 Million Gallons MG**



**Total Water Produced: Million Gallons MG**

Month	Willow Lake WTP	Newport WTP	Totals (million gallons)
April	8.34	67.104	75.45
March	10.6	50.7	61.3
February	21.92	25.13	47.05

**Water Quality Reports:**

Samples collected	No. Total Coliform Positives	No. Fecal/E. coli Positives
16	0	0

**Operations Summary:**

In an effort to enhance the Computer Maintenance Management System Veolia conducted a criticality review and condition assessment from April 12<sup>th</sup> through the 23<sup>rd</sup>. This is a systematic review of the Water Supply Wells, Newport Drive Water Treatment Plant, Willow Lake Water Treatment Plant, Wastewater Lift Stations and Wastewater Treatment Plants. A criticality ranking process allows identification and prioritization of plant systems and their assets based on rankings from a standardized scale for consequence and likelihood of worst case failure scenarios. The end ranking is highly useful in selecting between preventative and condition based services, prioritization of corrective work orders to aid in reducing operational risk, and prioritization for condition of assets.

This exercise aided in increasing staffs understanding of causes and effects of failures, while providing training on plant failure scenarios. The Preventive Maintenance data base is currently being updated and may included changes in priority, based on the condition assessment and criticality review.

The 2009 fourth Quarter O & M report was submitted along with the 2009 Annual Operation Report to the Town of Discovery Bay.

The first quarter 2010 Ground Water Report was submitted April 30<sup>th</sup> to the Town of Discovery Bay and the RWQCB. There are three wells that are routinely monitored and the total coliform indicated less than <1.1 MPN/100ml (non-detect) for each well location. The conductivity ranged from 9300 to 10000 umhos/cm.

Initial meetings were held with RWQCB regulators on April 8<sup>th</sup> in Sacramento to discuss Notice of Violations received the past months on monitoring and reporting data. The intent was to show that much effort has been put into the development of the monthly Self Monitoring Report SMR and to share Veolia's





efforts and concerns with the eSMR being requested by the RWQCB. As a result, several reporting violations have been dismissed and additional meetings have been scheduled with high level regulators to further review the eSMR issues.

Veolia Water participates in the annual Discharge Monitoring Report Quality Assurance Study which is a program to evaluate the analytical ability of a laboratory that routinely performs self-monitoring analyses required by their NPDES permit. Veolia has selected ERA for their proficiency testing company. Residual Chlorine, Setttable Solids and pH are tests conducted at Discovery Bay. The first tests were conducted in July and August 2009. Both had acceptable results. In February 2010 a third test was conducted (pH) and was evaluated as unacceptable. We missed the accepted range by 0.01 standard units. A corrective action is moving forward and another test will be conducted this year as required by the program.

In March Veolia was given permission to begin the process to evaluate the existing Trojan UV system and provide oversight of Trojan representatives and Telstar vendors to enable the UV system to generate dose and power which are two of several permit required UV monitoring parameters. Programming changes are needed as the UV dose has changed from the original 130,000 micro-watts-sec/cm<sup>2</sup> to 100,000 micro-watts-sec/cm<sup>2</sup> which changes the lamp life factor.

On April 6 & 7 a Trojan representative conducted an evaluation of the Trojan 3000 system and his field report was delivered on April 16. After additional on site UV bank evaluations, parts were ordered and received the first week in May. Staff has been working on installing the needed equipment. It has been determined that new lamps should be installed for this system. Two quotes were provided to the Town of Discovery Bay.

Proposals for a long term Veolia contract were submitted to the TODB for their review and consideration. The requested contract terms were for 5, 7 and 10 years.

The Quarterly Mercury and Chronic Bioassay testing was conducted in April. The fourth quarter biosolids monitoring data became available in April. This series of analytical data was submitted to the US EPA Region IX to complete the 2009 monitoring and reporting requirements and annual report.

Lori Gabriel has taken the lead on developing the elements of the Ground Water Rule Plan. Triggers for retesting and notifications are being developed in Standard Operating Procedure format.

Three extra Total Coliform samples were collected as a result of triggered turbidity events.



An SMR review and Notice of Violation was issued to the Town of Discovery Bay WWTP on 13 April 2010. The Notice of Violation is for numerous Ultra Violet monitoring and reporting deficiencies. The UV project is moving forward. Lamps need to be replaced in the Trojan banks to ensure adequate disinfection when operating in auto mode.

Veolia has been given the green light to collect effluent samples when the effluent is found to be well over the normal turbidity range. Intermittent samples will be collected at varying levels of clarity and taken to Biovir Laboratories. The Lab is to be notified in advance so we will have to anticipate when the event may take place.

The NPDES Discharge Monitoring Reports were submitted to appropriate agencies for the month of February.

Call Outs:	Veolia Operation		
	TODB Water	W & WW Operations	Collections-LS
Total	2	12	3

Veolia recorded 17 total call outs for the month of April. 7 were false alert conditions. A few more calls this month for water leak issues as residents turn on irrigation and find need of repairs.

#### **Maintenance & Repair Work:**

A bad UPS was pulled at well # 2. It was delivered to the General Manager for replacement. Telstar continues to work on Plant 2, well 4 and well 5 alarms. Three belts were replaced for Aerator #2 at plant 2. Rotor 4 shaft was found to have a break in it.

The upper and lower Bearings for Belt press Auger were replaced. PG&G replaced the electric meter at Plant 2.  
Telstar is working on clarifier #1 VFDs, and found non functional speed pods for manual control. A rodent had chewed through the float switch wiring at the decant pump WWTP 2. The float was replaced. The electrician replaced under ground feeders for the decant pump station at WWTP 1, rewired controls under temporary auto mode operation and ordered replacement parts. WWTP 1 water solenoid valve for odor control was replaced and system placed in auto. The blowers are a manual operation. Reprogrammed odor control timers for sprinkler system at all locations. Replaced back up batteries for WWTP1, and 2.

Traced a problem with "control to remote" for RAS 3 at WWTP 2. Bypassed the remote stop to allow system to be operational. The underground wires need replaced.



Reprogrammed WWTP 1 VFD for Influent Pump P-1. Repaired start control problem and put system on line.

### **Collections - Willow Lake and Newport WTP**

4031.75 feet of collection system lines were cleaned.

Well 5 generator would not start during checks. We cleaned terminals but system would not start. The batteries were replaced. Staff repaired a leaking "seal water" line at Willow WTP, booster pump # 3 and a leaking "seal water" line at Newport WTP, also booster pump #3. While checking lift station "S" staff found the gate off its hinge. Telstar found Lift Station "H" PLC needs repair.

Replace Contactor for pump P-2 at Lift Station D. The unit was single phased at times which would lock out the unit. Installed a power board, mode board, and communications board in Newport WTP booster pump P-2 VFD, Programmed unit and put on line. Newport WTP needs two Key pads for the VFD's and two for Booster pumps and one for a Jockey pump.

Replace exhaust blower for odor control cabinet at Newport Lift Station. Lift Station A-C-D-E, need to have emergency lights replaced for power failure.

### **Maintenance Costs for April: \$ 3,470.50**

A breakdown of the costs are provided to the General Manager.



## MONTHLY OPERATIONS REPORT

June 2010

Town of Discovery Bay, CA

### **SAFETY & TRAINING:**

Discovery Bay project has had "No Lost-Time" Accidents

As of June 25, 2010, Veolia Water has worked a total of 11575 hours of Incident Free Operation.

#### Training

- First Aid
- Chemical Hygiene Plan/Lab Safety

#### **National Safety Month Topics:**

Week 1 - Prescription Medication – 06/02/10.

Week 2 - Teen Driving Safety – 06/08/10.

Week 3 - Preventing Overexertion at Work and Home – 06/16/10.

Week 4 - Dangers of Cell Phone Use While Driving – 06/21/10.

Week 5 - Summer Safety – 06/28/10.

#### **Compliance Summary:**

- No Wastewater permit limit violations or excursions occurred in June.
- No Water violations or excursions occurred in June.
- One SSO event occurred in June.

On June 26<sup>th</sup> a sewer force main air relief valve failed located at Clipper Drive and Windward Point. Herwit Engineering determined 16,450 gallons was discharged in to the Windward Point Bay. The sewer line was isolated and repaired. The waters were sampled and e State and County agencies notified. Signs were posted and local area flyers. Veolia sampled the water after a few days and / or by distributing spill notification the signage by the Contra Costa County Health Department.



The May data tabulated below represents no violations or excursions

Parameter	Previous Month's Performance
<i>WW Effluent</i>	
Flow, MG	May 52.08
Influent BOD <sub>5</sub> , mg/L/day, monthly avg.	158
Influent TSS, mg/L/day, monthly avg.	170
Effluent BOD <sub>5</sub> , mg/L, monthly avg.	1.0
Effluent TSS, mg/L, monthly avg.	10.9
Total Coliform 7 day Median Max	8.0
Total Coliform Daily Maximum	13
TSS Effluent Composite Max Result MG/L	17
TSS Effluent Composite Max Result LBS	228

*Only previous month's data is provided as current month's data has not been fully received from laboratory.*

**Total Wastewater Treated Million Gallons MG**

Month	Totals (million gallons)
June	48.38
May	51.41
April	52.15

**Total Water Produced: Million Gallons MG**

Month	Willow Lake WTP	Newport WTP	Totals (million gallons)
June	33.18	110.18	143.36
May	26	94	120
April	8.34	67.104	75.45

**Water Quality Reports:**

Samples collected	No. Total Coliform Positives	No. Fecal/E. coli Positives
20	0	0



### Operations Summary:

Well 1B was approved to be brought back into service by the California Department of Health Services on June 28.

Veolia Water staff has experienced increased frequency of call outs on the chlorine pumps. 3 distinct problems have been observed on the chlorine pumps:

- The pumps will shut off and reset which must be turned on manually desired setting;
- The pumps will not actuate when called for;
- The pumps will be running but the display is not visible and can not be adjusted.

Veolia has recommended the pumps be replaced to reduce the risk of chlorine related violations.

Water Valve VB6 was replaced. A relay was also found to be loose.

Quarterly sampling conducted at the water treatment plants and at 4 wells for iron and manganese, cyanide, and nitrates as NO3.

Two UV banks, "C" and "B" have had the lamps replaced. One bank remains to be changed.

Eight extra Total Coliform samples were collected as a result of the triggered turbidity requirement. A study was conducted by Biovir Laboratories to determine if a higher turbidity number is more reasonable than the current 10 NTU for triggered effluent monitoring.

The NPDES Discharge Monitoring Reports were submitted to appropriate agencies for the month of May.

### Call Outs:

Total	Veolia Operation	
	TODB Water	W & WW Operations
29	4	18
		7

Veolia recorded 29 total call outs for the month of June. Four (4) were false alert conditions.



**Maintenance & Repair Work:**

PM's	Regulatory	Hours
121	25	81.20

**Electrical & Programming**

Installed control interface for filter V6 on filter "B" Willow Lake Water Plant.

Replace Effluent 3 VFD and reprogrammed.

Replace evaporative motor on AC unit on MCC at WWTP 2.

Charged AC unit at Newport LS.

Replaced 2 digital input panels for VFD's for export pumps.

Repair wires on exhaust fan for LS/D.

Install emergency lighting in LS/D and LS/E.

Repair wires on level control for LS/G to repair indicator.

Replacing the level transducer with sensor for clarifier 1 wet well.

Modified SCADA program to call out Well 5 alarm conditions

Installed new WAS flow meter transmitter head at Plant 2 and calibrated unit.

Installed new flow meter coil spool WAS Plant 1

Well 5 needs new bubbler compressor. Company is not producing replacement units at this time.

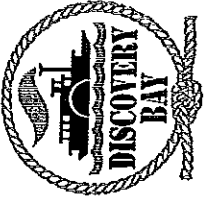
**Collections - Willow Lake and Newport WTP**

2,500 feet of collection line was cleaned in June.

Replaced packing and gland bolts for both pumps at Lift Station "F". Modified electrical for sump pump to operate properly.

**Maintenance Costs for June: \$ 1752.51**


A breakdown of the costs are provided to the Town of Discovery Bay.



# Town of Discovery Bay CSD AGENDA REPORT

Meeting Date

November 3, 2010

**Prepared By:** Callista Anderson, Administrative Assistant & Liz Hardy, Accounts Assistant  
**Submitted By:** Callista Anderson, Administrative Assistant & Rick Howard, General Manager 

Agenda Title

District Financials

Recommended Action

Receive and File

Executive Summary

### DB Lighting & Landscaping Zone #8

The account total fund balance before reserves for DB #8 is \$2,035,914  
Less the reserves of \$300,000, we have a fund balance available of \$1,735,914

### DB Lighting & Landscaping Zone #9

The account total fund balance before reserves for DB #9 is \$299,699  
Less the reserves of \$56,195, we have a fund balance available of \$243,504

### Town OF Discovery Bay, CSD Water & Sewer

The account total fund balance before reserves for Water & Sewer is \$7,675,358.34  
Less the reserves of \$3,000,000, we have a fund balance available of \$4,675,358.34

Fiscal Impact:

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

Previous Relevant Board Actions for This Item

Attachments

D.Bay L&L Zone #8 Budget vs. Actuals for 2010-2011 through October 13, 2010  
D.Bay L&L Zone #9 Budget vs. Actuals for 2010-2011 through October 13, 2010  
Town of Discovery Bay CSD Transaction Detail Report for 2010-2011 through October 13, 2010

AGENDA ITEM: D-4



FP  
RH  
Ca file

D.Bay L&L Park #8 District  
Revenue & Expenditure Budget vs. Actuals Worksheet 2010-2011  
September 14, 2010 through October 13, 2010 Period 3

Revenue:	Acct. Code	2010/11 Budget	2010/11 Actuals
Current Funds in Contra Costa County	740/750	\$1,732,129	\$1,753,945
Accounts Payable - Yr End	500		(\$43,400)
Retainage Account	510		
Due to Other Funds - Yr End	540		(\$334)
Disbursements	830	(\$5,885)	
Current Property Taxes	9010	\$381,210	\$425,703
Property Tax Supplemental/Unitary/Secured	9011/13/30/31		\$1,126
SRAP State Rev Transfer	9018		
Property Taxes-Current Unsecured	9020	\$18,029	
Property Taxes-Prior-Unsecured	9035		
Earnings on Investment	9181	\$1,000	\$247
H/O Prop Tax Relief/State Aid/In Lieu Taxes	9385/9435/9580		
Misc Revenue & Services	97998&9975		\$670
<b>Total Revenue</b>		<b>\$2,126,484</b>	<b>\$2,137,957</b>

Expenditure: Operating Expenses	Acct. Code	2010/11 Budget	2010/11 Actuals
Office Expenses, Books, Postage	2100	(\$850)	(\$105)
Books, Periodicals & Subscriptions	2102	(\$150)	
Postage	2103	(\$50)	
Communications	2110	(\$1,785)	(\$60)
Utilities (Street Lights, Water & Garbage)	2120	(\$117,000)	(\$20,001)
Small Tools & Instruments	2130	(\$750)	(\$943)
Minor Equipment, Furniture less than \$1000	2131	(\$975)	
Household Items	2170	(\$900)	(\$952)
Public Notices	2190	(\$150)	
Memberships	2200	(\$450)	
Rent & Lease of Equipment	2250	(\$500)	(\$220)
Computer Software	2251		
Maintenance of Equipment	2270	(\$950)	
Automotive Supplies & Repairs	2271	(\$2,000)	(\$159)
Gasoline	2272	(\$4,000)	(\$612)
Maintenance of Buildings	2281	(\$5,300)	(\$1,050)
Grounds Maintenance	2282	(\$166,484)	(\$41,871)
Requested Maintenance from County	2284/3620		
Auto Mileage/Employee Reimbursement	2301	(\$100)	
Other Travel/Employee Expenses	2303	(\$1,500)	
Professional Services/Specialized Services	2310	(\$8,100)	(\$766)
Staff Payroll	2310	(\$72,000)	(\$12,397)
Insurance	2360	(\$5,200)	
Road/Construction Materials (Street Signs)	2470	(\$500)	
Other Special Expenses	2479	(\$3,500)	(\$706)
Miscellaneous Services & Supplies	2490	(\$300)	
Taxes & Assessments	3530/3550		
Interfund Exp.(Investment & Property Tax Adm.)	3611	(\$500)	
Reimbursement for County Adm. Costs	5011	(\$500)	
<b>Total Operating Expenses</b>		<b>(\$394,494)</b>	<b>(\$79,840)</b>

Expenditure: Capital/Asset	Acct. Code	2010/11 Budget	2010/11 Actuals
Various Improvements	4265	(\$7,500)	
Structure & Walkway Repairs	4546	(\$3,500)	
Playground Equipment	4789	(\$115,000)	
Landscape Master Plan	4829		
Misc. Projects - Willow Lake Road		(\$120,000)	(\$5,155)
Misc. Projects - South Point			
Misc. Projects - Laguna Court			
Misc. Projects - Discovery Point (Small Island)			
Misc. Projects - Discovery Bay Blvd (East)		(\$230,000)	(\$16)
Cornell Park	4834	(\$7,500)	
Vehicle Purchase	4853/4953		
Tools & Sundry Equipment	4956	(\$1,000)	(\$17,030)
<b>Total Capital/Asset</b>		<b>(\$484,500)</b>	<b>(\$22,204)</b>
<b>TOTAL EXPENSES &amp; CAPITAL</b>		<b>(\$878,994)</b>	<b>(\$102,043)</b>
<b>TOTAL FUND BALANCE BEFORE RESERVES</b>		<b>\$1,247,490</b>	<b>\$2,035,914</b>
<b>RESERVES</b>			<b>(\$300,000)</b>
<b>GRAND TOTAL OF EXPENSES/CAPITAL/RESERVES</b>			<b>(\$402,043)</b>
<b>FUND BALANCE AVAILABLE</b>			<b>\$1,735,914</b>

AGENDA ITEM - D-4

D.Bay L&L Park #9 District  
 Revenue & Expenditure Budget vs. Actuals Worksheet 2010-11  
 September 14, 2010 through October 13 2010 - Period 03

FP  
 RH  
 ca  
 File

line:	Acct. Code	2010/11 Budget	2010/11 Actuals
Current Funds in Contra Costa County	740750	\$234,262	\$283,892
Accounts Payable - Yr End	500		(\$23,966)
Retainage Account	510		(\$8,910)
Disbursements	830		
Current Property Taxes/Street Light Assessment	9754	\$82,500	\$83,405
Property Tax Supplemental/Unitary/Secured	9011/13/30/31		
SRAF State Rev Transfer	9018		
Property Taxes-Current Unsecured	9020		
Property Taxes-Prior-Unsecured	9035		
Earnings on Investment	9181		
H/O Prop Tax Relief/State Aid/in Lieu Taxes	9385/9435/9580		
Misc Revenue & Services	9799&9975		
<b>Total Revenue</b>		<b>\$316,762</b>	<b>\$334,420</b>

Expenditure: Operating Expenses	Acct. Code	2010/11 Budget	2010/11 Actuals
Office Expenses, Books, Postage	2100	(\$150)	(\$51)
Books, Periodicals & Subscriptions	2102	(\$50)	
Postage	2103	(\$50)	
Communications	2110	(\$650)	(\$60)
Utilities (Street Lights, Water & Garbage)	2120	(\$12,500)	(\$1,497)
Small Tools & Instruments	2130	(\$100)	
Minor Equipment, Furniture less than \$1000	2131	(\$500)	
Household Items	2170	(\$700)	(\$209)
Public Notices	2190	(\$150)	(\$254)
Memberships	2200	(\$165)	
Rent & Lease of Equipment	2250		
Computer Software	2251	(\$500)	
Maintenance of Equipment	2270	(\$200)	
Automotive Supplies & Repairs	2271	(\$300)	
Gasoline	2272	(\$500)	
Maintenance of Buildings	2281		
Grounds Maintenance	2282	(\$48,540)	(\$7,771)
Requested Maintenance from County	2284/3620		
Auto Mileage/Employee Reimbursement	2301		
Other Travel Employee Expenses	2303	(\$250)	
Professional Services/Specialized Services	2310	(\$2,000)	(\$3,195)
Staff Payroll	2310	(\$25,500)	
Insurance	2360	(\$1,850)	
Road/Construction Materials (Street Signs)	2470		
Other Special Expenses	2479	(\$500)	(\$333)
Miscellaneous Services & Supplies	2490	(\$300)	
Taxes & Assessments	3530/3550	(\$500)	
Interfund Exp.(Investment & Property Tax Adm.)	3611		
Reimbursement for County Admi. Costs	5011		
<b>Total Operating Expenses</b>		<b>(\$95,955)</b>	<b>(\$13,369)</b>

Expenditure: Capital/Asset	Acct. Code	2010/11 Budget	2010/11 Actuals
Various Parking Lot Improvements	4226		
Various Improvements (Splash Pad)	4265	(\$87,865)	(2,962)
Structure & Walkway Repairs (Solar)	4546	(\$11,000)	(18,390)
Playground Equipment	4789		
Tools & Sundry Equipment	4956		
<b>Total Capital/Asset</b>		<b>(\$98,865)</b>	<b>(\$21,352)</b>
<b>TOTAL EXPENSES &amp; CAPITAL</b>		<b>(\$194,820)</b>	<b>(\$34,721)</b>
<b>TOTAL FUND BALANCE BEFORE RESERVES</b>		<b>\$121,942</b>	<b>\$299,699</b>

RESERVES (\$56,195)  
 GRAND TOTAL OF EXPENSES/CAPITAL/RESERVES (\$90,916)

FUND BALANCE AVAILABLE \$243,504

**TOWN OF DISCOVERY BAY CSD**  
 Transaction Detail Report for September 14, 2010 through October 13, 2010  
 Period 03 for 2010/11

*Chick*  
~~SHIRAZ~~  
~~INT file~~

DATE	FOR	\$AMOUNT
Receivables for Town of Discovery Bay CSD BAC Account		
	Balance of Account as of Sept. 13, 2010	\$69,469.88
09/14/10-10/13/10	Deposits Made	\$61,761.53
	Balance of Account & Deposits Made Total =	<u>\$131,231.41</u>
Payables Made from Town of Discovery Bay CSD BAC Account		
09/14/10-10/13/10	Checks/Payroll made out from checking account	<u>\$25,874.07</u>
	Balance of Checking Account as of Sept 13, 2010	<u>\$105,357.34</u>

Total Year-to Date Payables Paid from Town of Discovery Bay CD ECC Acct      \$205,769.39

---

**BEGINNING FUND BALANCE FOR TOWN OF DB CSD IN COUNTY FUND**

09/14/10-10/13/10	Accounts Payable - Year End	\$5,908,529.57
	Due to other funds - Year End	(\$438,591.82)
	Sub-Total	<u>\$0.00</u>
	Sub-Total	<u>\$5,469,937.75</u>

**REVENUE**

For Fiscal Year Starting 7/1/10

Year-to-date Sewer & Water Service Charge for Tax Roll 10/11      \$4,120,049.92

09/14/10-10/13/10	Investments	\$1,440.79
	Earnings on Investments	<u>\$0.00</u>
	Sub-Total	<u>\$1,440.79</u>

09/14/10-10/13/10	Miscellaneous Income	\$0.00
	Misc.	<u>\$0.00</u>
	Sub-Total	<u>\$4,121,490.71</u>

**EXPENDITURES**

Year-to-date Warrants Paid by CCC for Town of D.Bay CSD

09/14/10-10/13/10	Warrants Paid	\$892,422.85
		<u>\$500,592.40</u>
	TOTAL EXPENDITURES	<u>\$1,393,015.25</u>

<b>TOTAL BALANCE AT COUNTY OF CONTRA COSTA</b>	<b>\$8,198,413.21</b>
<b>TOTAL YEAR TO DATE PAYABLES FROM BAC &amp; CCC</b>	<b>\$1,598,784.64</b>

<b>TOTAL BALANCE AT COUNTY OF CONTRA COSTA</b>	<b>\$8,198,413.21</b>
<b>TOTAL BALANCE IN TOWN OF DISCOVERY BAY CSD BAC</b>	<b>\$105,357.34</b>
<b>TOTAL HELD FOR RESERVES</b>	<b>(\$3,000,000.00)</b>
<b>SUBTOTAL</b>	<b>\$5,303,770.55</b>
<b>TOTAL BALANCE OF ENCUMBRANCES</b>	<b>(\$628,412.21)</b>
<b>GRAND TOTAL FUNDS LESS RESERVES &amp; ENCUMBRANCES</b>	<b>\$4,675,358.34</b>

*Detail List of Encumbrances*

Lift Station F	Repair and Surveying + Change Order #1	(\$76,276.80)
WWTP#1	Wetlands Trial Project	(\$169,486.00)
Well #6	Well and Pump Design	(\$3,994.74)
U.V. System	U.V. System upgrade	(\$331.47)
Parkson	Thermo System Moles for Bio-Solids	(\$78,000.00)
Hervit	Wastewater Master Plan (Ecologic)	(\$174,245.50)
LSCE	Water Master Plan	(\$126,077.70)
	<b>Total</b>	<b>(\$628,412.21)</b>



# TOWN OF DISCOVERY BAY CSD

President - Kevin Graves • Vice-President - Mark Simon • Director - Brian Dawson • Director - David Piepho • Director - Ray Tetreault

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

Wednesday, October 20, 2010

1800 Willow Lake Road, Discovery Bay, California

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

### REGULAR MEETING at 7:00p.m.

#### A. ROLL CALL

The meeting was called to order at 7:00p.m. President Graves led the Pledge of Allegiance. Roll call was taken. All Directors were present with the exception that Director Piepho was absent. **District Legal Counsel McGrew** - Stated there is an Agenda change and that F3, Update and Summary of Findings related to Harbor Bay HOA Water Metering Program, will be removed from the Agenda due to a conflict with Board Members which will only leave two (2) Board Members to vote. Under Law we are required to have three (3) Board Members to act on any item.

#### B.

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

**Resident Lou Erickson** - Stated that he has a concern when Board Members have a conflict with an Agenda Item that has been pulled. He does not feel that the representation is reasonable. **President Graves** - Stated that there are rare circumstances that may affect Board Members, and taking action on items will not take place. **Resident Walter Mac Vitte** - Stated that he has noticed that there are policy changes within the General Manager, Board, and Legal, and that with the Meeting held on October 6, 2010 there was a closed session that he believed should have been open to the General Public. **Director Tetreault** - Stated that in this case, a closed session was appropriate. Also, that was normal procedure during the time that he served with the Reclamation District 800.

#### C.

##### PRESENTATIONS

**Lieutenant Burton** - Stated that he was not on the Agenda; however, due to the fact he was not at the last meeting and will be in training the next meeting, he wanted to make himself available to offer his services. **President Graves** - Asked if Lieutenant Burton will be assigned to a different location. **Lieutenant Burton** - Stated that the position may be changed to another person. **President Graves** - Stated that Lieutenant Burton has done an awesome job and asked if Staff could create a letter of appreciation. **District Legal Counsel McGrew** - Stated that the letter of appreciation will be added to the Consent Calendar for the next meeting. **Landscape Manager Perez** - Wanted to mention that there has been a lot of damage to the Cornell Park basketball courts and Ravenswood area and was not sure if Lieutenant Burton has been receiving calls. **Lieutenant Burton** - Stated that the department is stretched thin, therefore, not able to manage different issues - however, will get calls from the Town of Discovery Bay CSD office with different issues, which Water and Wastewater Manager Koehne has taken care of cleaning up. On occasion the deputies will walk the areas to monitor.

**D. CHAIR REPORT AND DIRECTORS' COMMENTS**

**Vice-President Simon** – Pointed out that the public should have been notified of the spill, and the Board is working with Staff to be sure that this event never happens again.  
**President Graves** – Announced that the Excelsior School will be having an Awareness Program regarding bullying. Also, the first victim of the Columbine High School massacre, Rachel Scott, will be recognized.

**E. CONSENT CALENDAR**

1. Minutes of Regular Meeting for October 6, 2010
2. Establish a Deferred Compensation Program for Employees of the Town of Discovery Bay CSD pursuant to Internal Revenue Code Section 457(b)
3. District Invoices
4. Well 4A Rehabilitation Project

**Motion made** – by Director Dawson to pass the Consent Calendar and seconded by Vice-President Simon. Motion carried by the following vote: AYES: 4, NOES: 0, ABSENT: 1 – Director Piepho.

**F. NEW BUSINESS AND ACTION ITEMS**

**1. Consideration of Purchasing and Procurement Policy**  
**General Manager Howard** – Has the Purchasing and Procurement Policy (drafted) document that he has been working on and a couple of major changes are formal Bidding amounts to be changed to \$25,000, which will be consistent with Construction Projects, State bidding. The second item is to place limitations on the Credit Card use, and to change the Credit Card to a Government Credit Card – CAL-Card. Also, the purpose is to increase the amounts of money staff can authorize for purchases from \$5,000 to \$10,000.

**Director Tetreault** – Pointed out that he has an issue with the \$10,000 limit and wants to verify that there are conditions with the new threshold.

**General Manager Howard** – Stated that the conditions for authorization remain the same and wants to assure that the recommended change is only an increase to the limit.

**Director Tetreault** – Stated that he believes that the limit amount increase should be used for emergency items.

**General Manager Howard** – Pointed out that the Policy has a provision stating that within maintenance and repair items, emergency items, those items would be taken care of and the Board would be informed of additional charges that would exceed the limit amounts subsequent to the fact at the next Regular scheduled or Special Meeting of the Board.

**Director Dawson** – Stated that there needs to be a notification to the Board of the additional amounts that have been charged.

There was a discussion between the Board, the General Manager, and Water and Wastewater Manager on the decision of approving the limit amount increase to \$10,000.

**General Manager Howard** – Stated that this item will be brought back to the Board as a Consent Calendar item with the suggestions.

**Motion made** – by Director Tetreault to have Staff move forward with the suggestions and bring back on the Consent Calendar and seconded by Director Dawson. Motion carried by the following vote: AYES: 4, NOES: 0, ABSENT: 1 – Director Piepho.

**2. Consider establishing Town of Discovery Bay CSD Internship Program**

**General Manager Howard** - introduced the Internship Program and stated that he and Director Dawson have discussed the item and have identified ideas for the Intern.

**Director Dawson** – Stated that his ideas match what Staff has identified and that the position would be ideal for a young person in our community, who will receive a real-life experience. Director Dawson also believes that this type of experience would be a wonderful addition to the intern's resume, which will assist during his or her College acceptance process.

The Board and General Manager Howard discussed the internship in regards to training and the cost of the project. General Manager pointed out that we can bring back to the Board at a later time as a pilot program.

**Resident Walter Mac Vittie** – Believes that the most important part of the Internship Program is to have the program setup properly.

**Director Dawson** – Stated that within the Career Centers and the Universities all of the Intern jobs will have job descriptions along with an outline of the job.

**Resident Richardson** – Stated that his experience with the Internship Program that he had at his Firm was a waste of time.

**President Graves** – Stated that he would like to see the research complete and have the information brought back to the Board and find out what types of Internships are available and what will fit into our needs.

**General Manager Howard** – Stated that he will work with Director Dawson and have him outline the program

**Vice-President Simon** – Asked if there are any other CSD's that have an Internship Program set in place and if the program is working

**General Manager Howard** – We participate with other CSD's and can obtain that information.

#### **G. MANAGERS REPORTS**

**Landscape Manager Perez** – Presented a slideshow with the details of the improvements within Discovery Bay

#### **H. GENERAL MANAGER REPORT**

**General Manager Howard** – Stated that he has three (3) items to discuss for your information. There has been a delay on the road striping due to a shortage of a metallic material used for the thermal striping. The other item is for the Water and Wastewater RFP, which is due back November 1, 2010. The review committee consists of President Graves, Director Tetreault, Lee Doty, Water and Wastewater Manager Koehne and myself. Once those proposals are submitted we will then do our work, and then bring back to the Board. The last item is regarding the Clipper Drive sewage spill and General Manager Howard read that statement.

**Resident Jonathan Silver** – Asked if he could make a comment.

**President Graves** – Stated that he could not make a comment at this point and then asked our District Legal Counsel McGrew

**District Legal Counsel McGrew** – Stated that the public has a right to comment on board action items before the board takes action however, when there are non-action items it is the decision of the board to allow comments made by the public.

**President Graves** – Stated that we will move forward to the Managers Report.

There was discussion between the board and resident Jonathan Silver and Walter Mac Vittie and President Graves made the decision to allow the comments and limit to the three (3) minute rule.

**Resident Jonathan Silver** – Stated that he has several concerns that the board did not make the Clipper Drive sewage spill known to the public in a timely manner. Also, stated that he is concerned that the board is sending misinformation of the spill to our community.

**President Graves** – Stated that he wants to be clear that Resident Jonathan Silver is saying that the California Water Resources Control Board will be fineing the Town of Discovery Bay, CSD for the spill, because President Graves is under the impression that the spill is under investigation. There was more discussion between the board and Jonathan Silver on how the board responded to the spill.

**President Graves** – Pointed out that when he heard of the spill he immediately left his job and meet with Water and Wastewater Manager Koehne and discussed the situation on site. There was a lengthy discussion on the Clipper Drive sewage spill.

**Resident Walter Mac Vittie** – Has two (2) comments and wants to thank General Manager Howard and Vice-President Simon for there explanation on the Clipper Drive sewage spill. He then stated to President Graves that he does not believe that we need negative comments.

**President Graves** – Noted that what he stated about conspiracy was a quote from a letter he received.

There was a debate between President Graves and Resident Walter Mac Vittie.

**I. VEOLIA REPORT**

**Gerald Smart** – Presented slides for the September Monthly Veolia Operation Report.

**J. DISTRICT LEGAL COUNSEL REPORT**

None

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

1. Contra Costa County Aviation Advisory Committee Meeting Minutes for July 20, 2010
  2. Letter from Supervisor Mary Piepho regarding potential access to Automated External Defibrillators (AED) into your community
  3. Letter from Supervisor Mary Piepho regarding truck and vehicles parked along Caltrans Right of Way
  4. State Route 4 Bypass Authority Minutes for Antioch, Brentwood, Oakley and Contra Costa County for June 10, 2010, July 8, 2010, and September 16, 2010
- No comments

**L. PUBLIC RECORD REQUESTS RECEIVED**

**M. FUTURE AGENDA ITEMS**

None

**N. ADJOURNMENT**

The meeting was adjourned at 8:36p.m. to the next Regular meeting of November 3, 2010 starting at 7:00p.m. at 1800 Willow Lake Road- Located in back of the Delta Community Presbyterian Church.

cmc - 10.26.10



# Town of Discovery Bay CSD AGENDA REPORT

Meeting Date

November 3, 2010

Prepared By:

Liz Hardy, Accounts Assistant

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 \$162,047.45

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 and Community Center

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

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

Discovery Bay Lighting & Landscape District #9 Operating Budget & Capital Budgets

AGENDA ITEM: D-6



request for authorization to pay invoices  
 For the Meeting on November 3, 2010  
 Town of Discovery Bay CSD  
 For Fiscal Year's 7/10 - 6/11

Acct Code					
7002	Express Employment	Inv# 98920341-9, dtd 10/06/10	Payroll for Temp Services	10/03/10	\$844.15
7002	Express Employment	Inv# 98938790-7, dtd 10/13/10	Payroll for Temp Services w/e	10/10/10	\$890.09
3	7002	Express Employment	Inv# 98959888-4, dtd 10/20/10	Payroll for Temp Services w/e	\$872.86
			<b>Sub-Total</b>		<b>\$2,607.10</b>
4	7005	Neumiller & Beardsee	Inv# 235503, dtd 10/08/10	Building permit requirements CEQA docs	\$4,003.30
7952	Neumiller & Beardsee	Inv# 235503, dtd 10/08/10	Building permit requirements CEQA docs***		\$43.00
			<b>Sub-Total</b>		<b>\$4,046.30</b>
5	7010	Luhdorff & Scailmanini	Inv# 26252, dtd 9/30/10	DB CSD Water Master Plan Prof Serv thru Sept 30, 2010	\$4,978.37
6	0809-002	Luhdorff & Scailmanini	Inv# 26249, dtd 09/30/10	Well & Pump Station 6 Design & Const.	\$937.34
			<b>Sub-Total</b>		<b>\$5,915.71</b>
7	7012	Veolia	Inv# 250400, dtd 09/10	DB Water & Wastewater Project project # 33030	\$3,404.83
		<b>WATER</b>			
8	7135	PG&E / Acct# 2943721807-5	Newport WTP	09/14-10/12/10	\$14,671.87
9	7135	PG&E / Acct# 2990602800-9	Willow Lake WWTP	09/11-10/11/10	\$6,418.78
10	7135	PG&E / Acct# 3349549227-5	Well #3 DB Blvd & Edgeview	09/11-10/11/10	\$24.33
11	7135	PG&E / Acct# 8760524303-8	Irr. Controller (Newport @ Well 4A)	09/14-10/12/10	\$16.56
12	7135	PG&E / Acct# 7068319849-6	Well #5	09/10-10/10/10	\$8,332.63
13	7135	PG&E / Acct# 8851173112-3	Well #2	09/11-10/11/10	\$3,300.17
14	7135	PG&E / Acct# 8609981202-5	Well #1 (Gas)	09/11-10/11/10	\$18.88
15	7135	PG&E / Acct# 8651647866-5	Well #1	09/12-10/12/10	\$6,592.71
			<b>Sub-Total</b>		<b>\$39,375.93</b>
		<b>SEWER</b>			
16	7137	PG&E / Acct# 0631986834-3	Newport Lift Station	09/14-10/12/10	\$3,033.36
17	7137	PG&E / Acct# 1182741894-5	Pump Station D	09/12-10/12/10	\$156.27
18	7137	PG&E / Acct# 1318320217-8	Pump Station A	09/12-10/12/10	\$66.85
19	7137	PG&E / Acct# 2088717691-5	Pump Station G	09/14-10/12/10	\$32.93
20	7137	PG&E / Acct# 2172798825-1	Pump Station R	09/14-10/12/10	\$41.32
21	7137	PG&E / Acct# 2527523613-8	Pump Station S	09/15-10/13/10	\$334.59
22	7137	PG&E / Acct# 3076215915-3	Pump Station F	09/10-10/10/10	\$560.98
23	7137	PG&E / Acct# 3101013157-8	Lakes 4 Lift Station	09/11-10/11/10	\$155.86
24	7137	PG&E / Acct# 3881134135-3	WWTP #1	09/14-10/12/10	\$10,171.10
25	7137	PG&E / Acct# 4193709211-6	Pump Station C	09/14-10/13/10	\$62.76
26	7137	PG&E / Acct# 4201000159-4	Golf Course Valve Station	09/15-10/13/10	\$47.10
27	7137	PG&E / Acct# 4225081240-3	Disc WWTP & Pump Station W	09/11-10/11/10	\$28.61
28	7137	PG&E / Acct# 4516230421-1	Pump Station H	09/14-10/12/10	\$17.95
29	7137	PG&E / Acct# 7294986505-4	Pump Station J	09/11-10/11/10	\$252.47
30	7137	PG&E / Acct# 7312115758-7	WWTP #2	05/15-09/14/10	-\$4,072.90
31	7137	PG&E / Acct# 7312115758-7	WWTP #2 Correction from PG&E	09/15-10/12/10	\$20,321.70
32	7137	PG&E / Acct# 7630923070-4	Pump Station E	09/10-10/10/10	\$437.16
33	7137	PG&E / Acct# 8343916134-6	Fern Ridge Circle/Hofmann	09/08-10/08/10	\$715.86
34	7137	PG&E / Acct# 8440119997-5	Knightsen School Pump Station	09/11-10/11/10	\$21.94
			<b>Sub-Total</b>		<b>\$32,385.91</b>
35	7250	Water Environment Federation	dtd 9/2/10	Membership dues for WEF & WEA	\$267.00
36	7300	Capital One Visa - Statement for Aug 15 - Sept 14, 2010			\$285.75
7430	Office Supplies				\$136.88
7510	Web Site / Internet				\$226.86
7520	Wireless				\$609.58
7690	Maint / Fuel				\$135.64
7950	Miscellaneous - Reimbursable				\$104.48
			<b>Sub-Total</b>		<b>\$1,499.19</b>
37	7300	Ace Armature & Motor Shop	Inv# 38950, dtd 10/13/10	Pump repair labor & materials	\$3,140.70
38	7300	Aeromed	Inv# SO18178-1, dtd 10/14/10	Motor reducer for BP thickener belt press	\$1,160.57
39	7300	American Retrofit Systems	Inv# 4463, dtd 10/20/10	Install light outside P2 shop repair 1 light RAS station	\$250.00
40	7300	American Retrofit Systems	Inv# 4464, dtd 10/20/10	Check elect problem Influent P2 10V failure	\$100.00
41	7300	American Retrofit Systems	Inv# 4465, dtd 10/19/10	Replace influent level control & program	\$350.00
42	7300	American Retrofit Systems	Inv# 4466, dtd 10/18/10	Replace belt press auger assembly	\$400.00
43	7300	American Retrofit Systems	Inv# 4468, dtd 10/21/10	PMJ box on pole, remove chair, B temp h-sensor	\$150.00
44	7300	American Retrofit Systems	Inv# 4469, dtd 10/20/10	Checked electrical problem at P1 & P2	\$100.00
45	7300	American Retrofit Systems	Inv# 4470, dtd 10/20/10	P1 check display replace VFD reset to read freq	\$100.00
46	7300	American Retrofit Systems	Inv# 4471, dtd 10/19/10	Solar panel outputs install/replace batteries	\$100.00
47	7300	American Retrofit Systems	Inv# 4472, dtd 10/21/10	Configure VFD control exhaust fan to run w/existing	\$350.00
48	7300	American Retrofit Systems	Inv# 4473, dtd 10/18/10	VFD fan fuses for Bio Chairمبر exhaust fans	\$250.00
49	7300	American Retrofit Systems	Inv# 4461, dtd 10/15/10	Wire Digger rotor 3	\$160.00
50	7300	American Retrofit Systems	Inv# 4476, dtd 10/27/10	Jockey P1 to DC hv output	\$200.00
51	7630	American Retrofit Systems	Inv# 4462, dtd 10/18/10	Wire pole #4 WWTP2 trace elec short pole for C 3-4	\$250.00
			<b>Sub-Total</b>		<b>\$2,760.00</b>

52	7300	J.W. Backhoe & Constr.	Inv# 1423, dtd 10/25/10	1699 Willow Lake Rd water leak	\$8,844.20
53	7300	J.W. Backhoe & Constr.	Inv# 1425, dtd 10/25/10	5301 Riverlake Rd water leak	\$2,979.97
54	7300	J.W. Backhoe & Constr.	Inv# 1427, dtd 10/25/10	Replaced broken ARV's valve's	\$4,286.50
55	7630	J.W. Backhoe & Constr.	Inv# 1421, dtd 10/22/10	Sealing parking lot Delta community presb church WL Rd	\$400.00
				<b>Sub-Total</b>	<b>\$16,510.67</b>
	7300	R & B Company	Inv# S1235226.001, dtd 10/15/10	Mueller BR parts	\$479.33
	0910-014	R & B Company	Inv# S1235131.001, dtd 10/13/10	Concrete lid MK: water right hose adapter	\$267.52
				<b>Sub-Total</b>	<b>\$746.85</b>
58	7300	Radiant Industrial Solutions	Inv# 23273, dtd 10/22/10	UVC Lamp, SE 2 pins Barrier Trojan 3000	\$884.48
59	7300	Siemens	Inv# 5564591972, dtd 10/13/10	Mag 5000 for Bio Solids	\$1,301.65
60	7300	Sunstate Equipment	Inv# 4793198-001, dtd 10/18/10	Extendahoe bucket	\$361.40
61	7300	USABlueBook	Inv# 256779, dtd 10/14/10	Endress + Hauser prosonic S ultrasnc level trans	\$1,439.87
62	7330	BCS	Inv# S15795219, dtd 10/13/10	Chemicals for 1800 Willow Lake Drive	\$779.27
63	7330	BCS	Inv# S15795222, dtd 10/13/10	Chemicals for 1800 Newport Drive	\$1,269.81
				<b>Sub-Total</b>	<b>\$2,049.08</b>
64	7420	MailFinance	Inv# N2000725, dtd 10/21/10	Postage machine	\$69.56
65	7420	Neopost	Inv# xxxxx-xxxx-xxxx-4658, dtd 10/07/10	Postage	\$22.47
66	7420	Neopost	Inv# 60310477-2519197, dtd 10/14/10	Ink Cartridge	\$229.36
67	7430	Office Depot	Inv# 536434483001, dtd 10/06/10	Office Supplies	\$35.40
68	7430	Office Depot	Inv# 536865380001, dtd 10/08/10	Office Supplies	\$75.28
69	7430	Office Depot	Inv# 536953104001, dtd 10/11/10	Office Supplies	\$85.98
70	7430	Office Depot	Inv# 537164344001, dtd 10/20/10	Office Supplies	-\$46.26
71	7430	Office Depot	Inv# 537175613001, dtd 10/16/10	Office Supplies	\$48.69
72	7430	Office Depot	Inv# 537175660001, dtd 10/12/10	Office Supplies	\$9.85
73	7430	Office Depot	Inv# 537932124001, dtd 10/19/10	Office Supplies	\$86.18
74	7430	Office Depot	Inv# 537932466001, dtd 10/19/10	Office Supplies	\$66.77
75	7430	Office Depot	Inv# 538146237001, dtd 10/20/10	Office Supplies	\$39.27
76	7430	Office Depot	Inv# 538427864001, dtd 10/22/10	Office Supplies	\$709.78
				<b>Sub-Total</b>	<b>\$1,130.00</b>
77	7630	Delta Fence Co.	Inv# 22258, dtd 10/8/10	Iron double drive gate repair per revised proposal #31664	\$522.00
78	7952	Delta Fence Co.	Inv# 22259, dtd 10/08/10	Repair concrete 2 rail fence end post, props# 31725*** ***To be reimbursed by Zone 61	\$1,652.00
				<b>Sub-Total</b>	<b>\$330.84</b>
79	7630	Platt.com	Inv# 8490451, dtd 10/19/10	Lights and photocells for lite poles	\$690.26
80	7952	Watersavers Irrigation Inc.	Inv# 11005128, dtd 10/06/10	Hunter ARC, SS riser adjustable arc popup*** ***Reimbursement for Zone 61	
81	7685	Bavco Apparatus & Valve Co.	Inv# 514370, dtd 10/13/10	Delta lite backflow preventer test kit	\$2,847.85
82	7685	USABluebook	Inv# 258672, dtd 10/18/10	Set screw extractor 10 pc for Dan's truck	\$138.76
83	7690	Nixon-Egji Equipment Co.	Inv# 20820765, dtd 10/19/10	For Aquatech Vac Truck Tube's	\$171.47
84	7690	Phill's Diesel Inc	Inv# 51889, dtd 10/11/10	Install hour meter	\$221.77
85	7720	Brian Dawson	dtd 10/27/10	Directors Meetings for September	\$300.00
86	7825	CCC Public Works Dept	Inv# 915441, dtd 10/12/10	Encroachment permit inspection charges	\$654.90
87	7950	DMV	License# SE608275, dtd 12/31/10	Renewel for make ENER, body type SPMBL	\$23.00
88	7952	Valley Crest	Inv# 3636472, dtd 10/18/10	Color installation for Bixler Island ***	\$447.12
89	7952	Valley Crest	Inv# 3636490, dtd 10/18/10	Irrigation Repairs controller 39 Newport***	\$90.00
90	7952	Valley Crest	Inv# 3638027, dtd 10/22/10	Cleaners along Sailboat and Yacht Dr ***	\$300.00
91	7952	Valley Crest	Inv# 3638031, dtd 10/22/10	Crape Myrtle trees in areas of recent removals ***	\$500.00
92	7952	Valley Crest	Inv# 3638032, dtd 10/22/10	Rmvd dead Sycamore's along Esido Bixler Rd N of Newport Dr ***	\$546.00
93	7952	Valley Crest	Inv# 3638033, dtd 10/22/10	Crape Myrtle trees at Regatta Park parking lot *** ***To be reimbursed by Zone 35, 57, 61	\$390.00
				<b>Sub-Total</b>	<b>\$2,873.12</b>
				<b>TODB TOTAL...</b>	<b>\$130,792.38</b>
				<b>Community Center Fund</b>	
	7960	Refund Park fee to Jacquelyne Ganem for Cornell Park on 7/3/10			\$50.00
	7960	Refund Park fee to Renee Earle for Cornell Park on 7/10/10			\$50.00
				<b>Sub-Total</b>	<b>\$100.00</b>
				<b>Caselle Utility Account Total...</b>	<b>\$100.00</b>

Date	No	Company	Amount

Date	Acct #	Amount	Description
7/21/2010	7950	\$5,645.00	
8/4/2010	7950	\$168.44	

10/29/2010

TotB\_Operating\_Expense\_Budget\_2010\_11

TOWN DISCOVERY BAY CSD	OPER BUDGET 2010/2011	APPROVE 06/16/10 Meeting	Account Description	2009/2010		2010/2011		Budget YTD	ACTUALS	YTD	REMB.	2010/2011	% of	Budget YTD
				2009/2010	Budget	2010/2011	Budget							
7000	Contract Services		General Manager	\$102,000	\$103,719	\$102,000	\$103,719	102%	\$103,719	\$102,000		100%	\$103,719	
7001	District Staff		District Staff	\$221,000	\$388,678	\$221,000	\$388,678	176%	\$279,000	\$130,000		89%	\$10,735	
7002	District Staff		Staff Water Related	\$126,000	\$126,000	\$126,000	\$126,000	100%	\$126,000	\$126,000	\$2,607	100%	\$2,607	
7003	District Benefits		District Benefits	\$50,000	\$50,000	\$50,000	\$50,000	100%	\$50,000	\$50,000		100%	\$50,000	
7004	District Benefits		District Benefits	\$0	\$0	\$0	\$0	0%	\$0	\$0		0%	\$0	
7005	Legal		Legal	\$60,000	\$87,417	\$60,000	\$73,866	146%	\$73,866	\$60,000		100%	\$13,866	
7010	Consulting Services		Consulting Services	\$130,000	\$104,787	\$130,000	\$104,787	44%	\$120,000	\$69,565	\$4,003	26%	\$19,798	
7011	Veolia Operations		Veolia Operations	\$1,020,000	\$1,029,476	\$1,020,000	\$1,173,000	161%	\$1,173,000	\$83,362	\$4,976	24%	\$51,165	
7012	Veolia Prev & Corrective Fund		Veolia Prev & Corrective Fund	\$48,000	\$101,819	\$48,000	\$80,000	212%	\$80,000	\$3,560	\$3,405	21%	\$250,086	
7013	NPDES Permit		Staff Water Related	\$82,000	\$82,000	\$82,000	\$82,000	100%	\$82,000	\$82,000		100%	\$82,000	
7014	Outsource of Water Billing		Outsource of Water Billing	\$24,000	\$24,000	\$24,000	\$24,000	100%	\$24,000	\$24,000		100%	\$24,000	
7015	General Operating Expenses		General Operating Expenses	\$19,000	\$21,025	\$19,000	\$35,000	111%	\$35,000	\$30,000		100%	\$5,000	
7120	Audit		Audit	\$19,000	\$21,025	\$19,000	\$35,000	111%	\$35,000	\$30,000		100%	\$5,000	
7135	Electrical Cost (water)		Electrical Cost (water)	\$300,000	\$328,208	\$300,000	\$300,000	109%	\$300,000	\$300,000		100%	\$300,000	
7137	Electrical Cost (sewer)		Electrical Cost (sewer)	\$300,000	\$371,784	\$300,000	\$325,000	124%	\$325,000	\$300,000	\$39,376	48%	\$144,450	
7210	Public Comm & Noticing		Public Comm & Noticing	\$10,000	\$13,267	\$10,000	\$5,000	134%	\$5,000	\$12,000		8%	\$398	
7230	Election Expenses		Election Expenses	\$500	\$0	\$500	\$0	0%	\$0	\$12,000		8%	\$398	
7250	Memberships		Memberships	\$500	\$0	\$500	\$0	0%	\$0	\$16,000		0%	\$0	
7280	Permits		Permits	\$30,000	\$28,233	\$30,000	\$50,000	97%	\$50,000	\$50,000	\$287	8%	\$1,218	
7285	NPDES NOV Fines (s)		NPDES NOV Fines (s)	\$30,000	\$28,233	\$30,000	\$50,000	97%	\$50,000	\$50,000		0%	\$0	
7290	Staff Training		Staff Training	\$3,500	\$1,716	\$3,500	\$2,500	49%	\$2,500	\$281		0%	\$0	
7300	General Repairs Water / Sewer		General Repairs Water / Sewer	\$300,000	\$54,147	\$300,000	\$103,347	185%	\$103,347	\$95,401		72%	\$1,811	
7310	Pump Repairs		Pump Repairs	\$15,000	\$0	\$15,000	\$16,000	0%	\$16,000	\$16,000	\$27,674	73%	\$256,747	
7320	Special Equipment/Signage		Special Equipment/Signage	\$3,000	\$4,699	\$3,000	\$3,000	157%	\$3,000	\$158		0%	\$0	
7330	Chemicals/Odor Materials		Chemicals/Odor Materials	\$60,000	\$97,797	\$60,000	\$66,000	186%	\$66,000	\$4,964		63%	\$40,825	
7400	Office Expenses		Office Expenses	\$5,000	\$4,697	\$5,000	\$4,500	94%	\$4,500	\$440		19%	\$848	
7430	Office Supplies		Office Supplies	\$7,000	\$17,497	\$7,000	\$8,000	250%	\$8,000	\$199		16%	\$2,898	
7500	Communications		Communications	\$3,000	\$29,109	\$3,000	\$1,000	970%	\$1,000	\$64		21%	\$1,716	
7510	Web Site/Internet		Web Site/Internet	\$3,000	\$29,109	\$3,000	\$1,000	970%	\$1,000	\$64		21%	\$1,716	
7520	Wireless		Wireless	\$2,500	\$6,371	\$2,500	\$4,000	255%	\$4,000	\$195		70%	\$1,841	
7550	Telephone		Telephone	\$2,500	\$6,371	\$2,500	\$4,000	255%	\$4,000	\$195		41%	\$1,728	
7600	Site Maintenance Landscape		Site Maintenance Landscape	\$10,000	\$23,632	\$10,000	\$15,000	236%	\$15,000	\$373		43%	\$1,728	
7650	Office Bldg / Improvements		Office Bldg / Improvements	\$5,000	\$21,877	\$5,000	\$76	438%	\$76	\$186		5%	\$815	
7670	Office Equipment / Software		Office Equipment / Software	\$5,000	\$30,035	\$5,000	\$1,504	601%	\$1,504	\$30		23%	\$2,322	
7680	Office Furnishings		Office Furnishings	\$1,000	\$1,458	\$1,000	\$76	146%	\$76	\$30		27%	\$2,164	
7685	Tools		Tools	\$3,000	\$6,193	\$3,000	\$253	208%	\$253	\$38		33%	\$328	
7690	Main / Fuel		Main / Fuel	\$18,000	\$25,323	\$18,000	\$100	141%	\$100	\$5,605		50%	\$1,745	
7700	Directors Expense		Directors Expense	\$18,000	\$25,323	\$18,000	\$100	141%	\$100	\$5,605		79%	\$14,994	
7720	Compensation		Compensation	\$36,000	\$25,038	\$36,000	\$2,100	70%	\$2,100	\$2,266		19%	\$6,966	
7730	Training		Training	\$1,000	\$312	\$1,000	\$600	31%	\$600	\$1,400		18%	\$300	
7950	Miscellaneous		Miscellaneous	\$1,000	\$161,203	\$1,000	\$12,000	16120%	\$12,000	\$379		4%	\$24	
7951	Misc - Reimbursable		Misc - Reimbursable	\$1,000	\$161,203	\$1,000	\$12,000	16120%	\$12,000	\$379		4%	\$24	
7952	Misc - Zones Reimbursable		Misc - Zones Reimbursable	\$10,000	\$10,000	\$10,000	\$30	0%	\$30	\$7		51%	\$6,074	
7955	Reimbursement (Hofmann)		Reimbursement (Hofmann)	\$0	\$100,000	\$0	\$5,645	0%	\$5,645	\$8,923		1%	\$107	
7100	Insurance		Insurance	\$0	\$10,275	\$0	\$1,254	0%	\$1,254	\$10,275		26%	\$25,998	
7115	General Liability		General Liability	\$60,000	\$102,503	\$60,000	\$48,000	171%	\$48,000	\$6,000		0%	\$0	
7120	County Services		County Services	\$0	\$6,000	\$0	\$6,000	0%	\$6,000	\$6,000		0%	\$0	
7810-0810	Investment Fee		Investment Fee	\$3,000	\$5,153	\$3,000	\$5,500	172%	\$5,500	\$5,500		0%	\$0	
7815-2315	Data Processing		Data Processing	\$600	\$0	\$600	\$700	0%	\$700	\$700		0%	\$0	
7825	Accounting (A/P, A/R, GL)		Accounting (A/P, A/R, GL)	\$0	\$0	\$0	\$2,500	0%	\$2,500	\$2,500		0%	\$0	
7825	Public Works - Permits		Public Works - Permits	\$5,000	\$21,150	\$5,000	\$6,000	424%	\$6,000	\$6,000		0%	\$0	
7825	Reimbursements to Town of DB		Reimbursements to Town of DB	\$2,919,100	\$3,711,273	\$2,919,100	\$3,697,800	127%	\$3,697,800	\$223,352		28%	\$1,048,698	
TOTAL			TOTAL	\$2,919,100	\$3,711,273	\$2,919,100	\$3,697,800	127%	\$3,697,800	\$223,352		28%	\$1,048,698	

Miscellaneous Adjustments:



**Request for authorization to pay invoices**  
**For the Meeting on November 3, 2010**  
**Town of Discovery Bay, D.Bay L&L Park #8**  
**For Fiscal Year's 7/10 - 6/11**

\acct Code				Sub-Total	
1	2100	Office Depot	Inv# 536434482001, dtd 10/06/10	Office Supplies	\$49.64
2	2100	Office Depot	Inv# 536434359001, dtd 10/08/10	Office Supplies	\$78.65
3	2100	Office Depot	Inv# 536865380001, dtd 10/08/10	Office Supplies	\$105.60
2281		Office Depot	Inv# 536865380001, dtd 10/08/10	Office Supplies	\$25.27
4	2100	Office Depot	Inv# 535939586001, dtd 10/01/10	Office Supplies	\$93.32
5	2100	Office Depot	Inv# 537662962001, dtd 10/14/10	Office Supplies	-\$10.64
6	2100	Office Depot	Inv# 537662963001, dtd 10/15/10	Office Supplies	\$10.64
7	2100	Office Depot	Inv# 537932468001, dtd 10/21/10	Office Supplies	\$34.40
8	2100	Office Depot	Inv# 538427864001, dtd 10/22/10	Office Supplies	\$19.96
				<b>\$406.84</b>	
9	2120	PG&E / Acct# 0869258994-1	(Sprink Contr) DB Blvd. & Willow Lake	09/11-10/11/10	\$17.15
10	2120	PG&E / Acct# 2068897992-9	DB Blvd across from 510	09/14-10/12/10	\$192.60
11	2120	PG&E / Acct# 2249446019-3	(Sprinkler) Disco Point, Tr #4077, Lot 71	09/11-10/11/10	\$17.95
12	2120	PG&E / Acct# 2800977208-9	(Irr Contr) 9295Beacon Pl @ Str Lite	09/14-10/12/10	\$17.56
13	2120	PG&E / Acct# 3736907925-8	(Sprink Contr) E/S Edgview Dr N/O DB Blvd	09/11-10/11/10	\$17.15
14	2120	PG&E / Acct# 4111412785-9	(Sprink Contr) DB Blvd & Seal Way	09/11-10/11/10	\$17.15
15	2120	PG&E / Acct# 4455555569-5	(Sprinkler) Disco Point, Tr #3653, Lot 17	09/11-10/11/10	\$17.95
16	2120	PG&E / Acct# 5465914049-2	(Sprinkler) DB Blvd. & Spinnaker	09/11-10/11/10	\$17.15
17	2120	PG&E / Acct# 5939734421-5	PG&E Owned Street & Highway Lighting	08/19-10/18/10	\$8,269.93
18	2120	PG&E / Acct# 7135420385-6	(Sprinkler) Disco Point, T# 4077, Lot 65	09/11-10/11/10	\$17.95
19	2120	PG&E / Acct# 7452568975-3	(Sprink Contr) S/E cnr DB Blvd & Willow Lk	09/11-10/11/10	\$17.15
20	2120	PG&E / Acct# 7696948482-7	(Sprinkler) DB Blvd, T# 4178, Lot 5	09/11-10/11/10	\$17.95
21	2120	PG&E / Acct# 8009270258-0	@ Clipper Dr w/o Cove Ct 7723 Marina Dr	09/11-10/11/10	\$17.95
22	2120	PG&E / Acct# 8101346815-2	(Irr Contr) Newport Dr. w/o Pier Ct	09/11-10/11/10	\$34.30
23	2120	PG&E / Acct# 8163719795-5	(Irr Contr) 9271 Newport Dr @ Str. Lite	09/11-10/11/10	\$16.56
24	2120	PG&E / Acct# 8167536097-8	(Irr Contr) @ Clipper Dr	09/11-10/11/10	\$17.56
25	2120	PG&E / Acct# 8399010651-6	(Sprink Contr) Willow Lake Ct, Lot 31	09/11-10/11/10	\$16.56
26	2120	PG&E / Acct# 8400813429-2	(Sprinkler) Laguna Ct, T# 4076, Lot 18	09/14-10/12/10	\$17.36
27	2120	PG&E / Acct# 8545920147-2	(Lites & Sprinklers) 2489 'A' DB Blvd.	09/11-10/11/10	\$17.36
				<b>\$36.62</b>	
				<b>\$8,793.96</b>	
28	2120	Town of Discovery Bay	Inv# 2494, dtd 10/18/10	Irrig Lift Station "R"	\$8.56
29	2120	Town of Discovery Bay	Inv# 2495, dtd 10/18/10	Irrig Marina Rd / Chery Hills	\$51.47
30	2120	Town of Discovery Bay	Inv# 2496, dtd 10/18/10	Irrig Marina / Club House Dr	\$79.94
31	2120	Town of Discovery Bay	Inv# 2497, dtd 10/18/10	Irrig Cornell Park	\$2,005.17
32	2120	Town of Discovery Bay	Inv# 2498, dtd 10/18/10	Irrig Willow Lake & DB Blvd.	\$403.99
33	2120	Town of Discovery Bay	Inv# 2499, dtd 10/18/10	Irrig Front Entrance Landscaping #1	\$406.40
34	2120	Town of Discovery Bay	Inv# 2500, dtd 10/18/10	Irrig Finwood & DB Blvd.	\$213.24
35	2120	Town of Discovery Bay	Inv# 2518, dtd 10/19/10	Irrig Front Entrance Landscaping	\$8.91
36	2120	Town of Discovery Bay	Inv# 2519, dtd 10/19/10	Irrig Across form 2523 Cherry Hills	\$8.91
37	2310	Town of Discovery Bay	Inv# 2491, dtd 10/13/10	Reimbursement of payroll charges for July 2010	\$496.65
				<b>\$3,683.24</b>	
38	2282	Watersavers Irrigation	Inv# 11005128, dtd 10/06/10	Riser w/check valve for cornell park	\$581.21
39	2490	Capital One - Statement for Sept 15 - Oct 14, 2010			
		Miscellaneous Services & Supplies			
40	2281	Henson Plumbing	Inv# 34400, dtd 10/6/10	Repairs to men's and women's bathrooms	\$171.81
41	2281	Henson Plumbing	Inv# 34531, dtd 10/12/10	Repairs to men's bathrooms	\$218.00
					<b>\$98.00</b>
					<b>\$316.00</b>
42	2282	Delta Fence Co.	Inv# 22304, dtd 10/26/10	Removed existing post installed new post/trails	\$325.00
43	2282	Valley Crest	Inv# 3637057, dtd 10/19/10	Valve reploment and lateral line repair Cornell Park	\$292.00
44	2282	Valley Crest	Inv# 3638020, dtd 10/22/10	Remvd dead Robina tree along Newport Dr near Beacon Rd	\$182.00
45	2282	Valley Crest	Inv# 3638026, dtd 10/22/10	Install box trees on corners of Newport Dr/Goleta Pi	\$288.00
					<b>\$762.00</b>
4789		Gates & Associates	Inv# 31388, dtd 10/22/10	Professional services for Period Ended 10/22/10	\$3,080.00
					<b>\$18,120.06</b>

County	Act#	Account Description	2009/2010 Budget	2009/2010 Actuals	% of Budget YTD	2010/2011 Budget	2010/2011 Actuals	% of Budget YTD
Town of Discovery Bay/D, Bay L&L Park #8	Operating Expense Budget 10/11	Approved at 6/16/10 Meeting						
			2009/2010 Budget	2009/2010 Actuals	% of Budget YTD	2010/2011 Budget	2010/2011 Actuals	% of Budget YTD
	2100	Office Expenses	\$850	\$1,076	215%	\$850	\$1,076	215%
	2102	Books, Periodicals & Subscriptions	\$160	\$25	49%	\$160	\$25	49%
	2103	Postage	\$50	\$0	0%	\$50	\$0	0%
	2110	Communications (Messenger, Radio, etc.)	\$1,500	\$1,140	76%	\$1,785	\$1,140	76%
	2120	Utilities (Street Lights, Water, & Garbage)	\$105,000	\$89,858	86%	\$117,000	\$89,858	86%
	2130	Small Tools & Instruments	\$1,000	\$875	87%	\$750	\$875	87%
	2131	Minor Equipment, Furniture Less than \$1000	\$500	\$1,208	242%	\$975	\$1,208	242%
	2170	Household Items	\$800	\$1,209	151%	\$900	\$1,209	151%
	2180	Public Notices	\$900	\$879	98%	\$900	\$879	98%
	2200	Memberships	\$100	\$633	633%	\$150	\$633	633%
	2250	Rent & Lease of Equipment	\$200	\$0	0%	\$450	\$0	0%
	2251	Computer Software	\$100	\$95	95%	\$500	\$95	95%
	2270	Maintenance of Equipment	\$700	\$1,858	265%	\$950	\$1,858	265%
	2271	Automotive Supplies & Repairs	\$1,300	\$9	1%	\$2,000	\$9	1%
	2272	Gasoline/Fuel for Equipment	\$4,100	\$2,246	55%	\$4,000	\$2,246	55%
	2281	Maintenance of Buildings	\$5,000	\$5,402	108%	\$5,300	\$5,402	108%
	2282	Grounds Maintenance	\$500	\$0	0%	\$166,484	\$0	0%
	2284	Requested Maintenance from County (3820)	\$500	\$189,315	76%	\$9,915	\$189,315	76%
	2301	Auto Mileage/Employee Reimbursement	\$300	\$790	263%	\$100	\$790	263%
	2303	Other Travel/Employee Expenses	\$200	\$102	51%	\$1,500	\$102	51%
	2310	Professional Services	\$10,000	\$11,116	111%	\$8,100	\$11,116	111%
	2310	Staff Payroll	\$63,000	\$39,064	62%	\$72,000	\$39,064	62%
	2360	Insurance	\$8,000	\$10,389	130%	\$5,200	\$10,389	130%
	2470	Road/Construction Materials (Street Signs)	\$1,000	\$0	0%	\$500	\$0	0%
	2479	Other Special Expenses	\$5,000	\$5,810	116%	\$3,500	\$5,810	116%
	2490	Miscellaneous Services & Supplies	\$200	\$21	10%	\$300	\$21	10%
	3530	Taxes & Assessments	\$4,500	\$0	0%	\$0	\$0	0%
	3611	Interfund Exp - Gov/Gov (Investment Svcs&Property Tax Adm. Costs)	\$500	\$0	0%	\$500	\$0	0%
	5011	Reimbursement-Gov/Gov County Administration Chrgs	\$500	\$0	0%	\$500	\$0	0%
	Misc.	Reserves	\$0	\$0	0%	\$0	\$0	0%
		Total Expenses	\$465,100	\$362,238	78%	\$394,494	\$362,238	78%
			\$10,619			\$52,065		
			\$17,134			\$17,134		
			\$20,580			\$20,580		
			\$0			\$0		
			\$0			\$0		
			\$15,040			\$15,040		
			\$100,398			\$100,398		
			\$0			\$0		
								25%

Miscellaneous Adjustments:

County	Account Description	2009/2010 Budget	2009/2010 Actuals	% of Budget YTD	2010/2011 Budget	Jul 10 to Date Expenses	Aug 10 to Date Expenses	Sep 10 to Date Expenses	Oct 10 to Date Expenses	Nov 10 to Date Expenses	Dec 10 to Date Expenses	Approve 11/3/2010	Actuals 2010/2011	Budget YTD 2010/2011	% of Budget YTD
Town of Discovery Bay/D.Bay L&L Zone #8	Capital / Asset Budget 10/11 Approved at 6/16/10 Meeting	2009/2010 Budget	2009/2010 Actuals	% of Budget YTD	2010/2011 Budget	Expenses to Date	Expenses to Date	Expenses to Date	Expenses to Date	Expenses to Date	Expenses to Date	Approve 11/3/2010	Actuals 2010/2011	Budget YTD 2010/2011	% of Budget YTD
4265	Various Improvements	\$7,500	\$4,842	65%	\$7,500									\$0	0%
4546	Structure & Walkway Repairs	\$3,500	\$0	0%	\$3,500									\$0	0%
4789	DB L&L Zone #8 Playground Equipment	\$3,000	\$0	0%	\$115,000									\$0	0%
4829	DB L&L Zone #8 Landscape Master Plan Enter	\$0	\$0		\$0									\$0	0%
	DB L&L Zone #8 Landscape Clipper Drive Phas	\$0	\$0		\$0					\$50,366				\$50,366	0%
***	DB L&L Zone #8 Misc. Projects (1)	\$233,100	\$9,314	4%	\$350,000	\$21	\$1,965	\$3,188	\$33,798					\$0	11%
4834	Cornell Park - Discovery Bay	\$3,000	\$0	0%	\$7,500									\$38,972	0%
4853	Vehicle Purchase	\$1,000	\$26	3%	\$1,000			\$17,030	\$464					\$17,493	0%
4956	Tools & Sundry Equipment	\$261,100	\$14,182	6%	\$484,500	\$21	\$1,965	\$20,218	\$84,627					\$106,831	22%
Total		\$261,100	\$14,182	6%	\$484,500	\$21	\$1,965	\$20,218	\$84,627					\$106,831	22%

\*\*\*  
 1 Willow Lake Rd \$120,000  
 2 Discovery Bay Bvd. (East) \$230,000  
 \$350,000

**Request for authorization to pay invoices  
For the Meeting on November 3, 2010  
Town of Discovery Bay, D.Bay L&L Park #9 (Ravenswood)  
For Fiscal Year's 7/10 - 6/11**

Acct Code			Sub-Total
1	Capital One - Visa	Statement for Sept 15 - Oct 14, 2010	
	Office Expenses		
2271	Automotive Supplies & Repairs		\$12.68
2272	Gasoline/Fuel for Equipment		\$87.29
			<u>\$69.00</u>
			\$168.97
2	PG&E / Acct# 1066166716-1	829 Poe Dr (Irrig Ctr/ir)	
3	PG&E / Acct# 7705163630-4	1738 Wilde Dr (Irrig Controller)	\$10.76
4	PG&E / Acct# 0422260312-0	Ravenswood - Tract 8710	\$10.36
5	PG&E / Acct# 0422260312-0	Ravenswood - Tract 8710	\$1,679.93
			<u>-\$11.34</u>
			\$1,689.71
6	Town of Discovery Bay	Inv# 2505, dtd 10/19/10 Irrig Ravenswood Park Cullen Dr Sid	
7	Town of Discovery Bay	Inv# 2506, dtd 10/19/10 Irrig Poe Dr. & Bronte Dr	\$4,524.98
8	Town of Discovery Bay	Inv# 2520, dtd 10/19/10 Irrig Wilde / Sliffer in Ravenswood	\$986.89
9	Town of Discovery Bay	Inv# 2487, dtd 10/13/10 Reimb for payroll charges from July 2010	\$6.87
			<u>\$317.50</u>
			\$5,816.24
10	Cleary Bros	Inv# B010095, dtd 10/10/10 Monthly Maint for October 2010	
11	Cleary Bros	Inv# i-67553, dtd 10/1/10 Inspection and temporary replacement for clock installation	\$2,920.00
12	Cleary Bros	Inv# i-67609, dtd 09/29/10 Irrigation issue at Bronte and Poe Dr clock A station 24	\$130.00
			<u>\$412.90</u>
			\$3,462.90
13	Pacific Playground	Inv# 1353, dtd 10/22/10 4 replacement clamps for swing - yellow	\$367.50
14	DB L & L #8	Inv# 27, dtd 10/13/10 Reimb for payroll charges from July 2010	\$871.97
15	Neumiller & Beardslee	Inv# 235503, dtd 10/08/10 Services performed through 09/30/10	\$322.50
16	Brentwood Reprographics	Inv# 2010-2813, dtd 9/23/10 Landscape Plans Ravens Park	\$19.09
17	Brentwood Reprographics	Inv# 2010-2788, dtd 9/22/10 Landscape Plans Ravenswood Park	\$30.00
			<u>\$49.09</u>
18	Bruce Jett Assoc.	Inv# 15673, dtd 10/08/10 Ravenswood Park Splash Pad	\$273.37
19	UPS	Inv# 000012X417420, dtd 10/16/10 Contract to James B	\$12.76
			<b>TOTAL</b>
			\$13,035.01



Town of Discovery Bay/L&L #9 Ravenswood  
 Operating Expense Budget  
 Approved at 6/18/10 Meeting

2010/2011

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

Town of Discovery Bay/L&L #9 Ravenswood  
 Capital / Asset  
 For 2007/08 there is no planned Capital Improvement  
 Plans  
 Miscellaneous Adjustments:

Account #	Account Description	2009/2010 YTD	2009/2010 % of Budget YTD	2010/2011 Budget	2010/2011 YTD	2010/2011 % of Budget YTD	Planned to 11/3/2010	REIMB.	ACTUALS	2010/2011 YTD	2010/2011 % of Budget YTD
2100	Office Expenses	\$150	16%	\$150	\$150	100%	\$62		\$150	\$150	100%
2102	Books, Periodicals & Subscriptions	\$50	240%	\$50	\$50	240%	\$51		\$50	\$50	110%
2103	Postage	\$50	2993%	\$50	\$50	2993%	\$51		\$50	\$50	0%
2110	Communications (Massenger, Radio, etc.)	\$100	120%	\$650	\$16	120%	\$60		\$60	\$16	31%
2120	Utilities (Street Lights, Water, & Garbage)	\$5,000	2%	\$12,500	\$120	2%	\$120		\$120	\$120	18%
2130	Small Tools & Instruments	\$100	193%	\$100	\$1,497	193%	\$120		\$120	\$1,497	12%
2131	Minor Equipment, Furniture Less than \$1000.	\$100	253%	\$500	\$103	253%	\$103		\$103	\$103	21%
2170	Household Items	\$0	#DIV/0!	\$700	\$0	#DIV/0!			\$0	\$0	0%
2180	Public Notices	\$50	76%	\$150	\$193	76%	\$193		\$193	\$193	28%
2200	Memberships	\$50	0%	\$165	\$40	0%	\$40		\$40	\$40	24%
2250	Rent & Lease of Equipment	\$500	0%	\$0	\$0	0%	\$0		\$0	\$0	0%
2251	Computer Software	\$500	0%	\$0	\$0	0%	\$0		\$0	\$0	0%
2270	Maintenance of Equipment	\$200	65%	\$200	\$80	65%	\$80		\$80	\$80	40%
2271	Automotive Supplies & Repairs	\$300	0%	\$300	\$0	0%	\$0		\$0	\$0	0%
2272	Gasoline/Fuel for Equipment	\$300	0%	\$500	\$338	0%	\$338		\$338	\$338	68%
2282	Grounds Maintenance	\$54,000	60%	\$48,540	\$81	60%	\$3,970		\$2,920	\$3,970	68%
2301	Auto Mileage/Employee Reimbursement	\$100	129%	\$129	\$0	129%	\$0		\$0	\$0	22%
2303	Other Travel Employee Expenses	\$250	#DIV/0!	\$250	\$0	#DIV/0!			\$0	\$0	0%
2310	Professional Services	\$5,000	58%	\$2,000	\$840	58%	\$2,100		\$255	\$3,195	160%
2310	Staff Payroll	\$13,000	3%	\$25,500	\$0	3%	\$0		\$0	\$0	0%
2360	Insurance	\$5,000	0%	\$1,850	\$175	0%	\$175		\$1,189	\$0	0%
2470	Road/Construction Materials (Street Signs)	0	#DIV/0!	0	\$0	#DIV/0!			\$0	\$0	9%
2479	Other Special Expenses	1,249	\$500	\$333	\$0	\$333			\$0	\$0	67%
2490	Miscellaneous Services & Supplies	0	#DIV/0!	\$300	\$0	#DIV/0!			\$0	\$0	0%
3530	Taxes & Assessments	\$1,000	0%	\$500	\$0	0%	\$0		\$0	\$0	0%
5011	Reimbursement-Gov/County Admin. Chrgs	\$100	0%	\$0	\$0	0%	\$0		\$0	\$0	0%
Total Expenses		\$85,150	40,292	\$95,955	\$921	\$7,814	\$4,669	\$3,916	\$0	\$0	18%
									\$12,700	\$17,319	18%





# Town of Discovery Bay CSD AGENDA REPORT

Meeting Date

November 3, 2010

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

## Agenda Title

Lease agreement between T-Mobile West Corporation and the Town of Discovery Bay, a Community Services District, for the placement of a cellular antenna to be located at the Newport Lift Station, adjacent to Slifer Park.

## Recommended Action

Approve lease agreement between T-Mobile West Corporation and the Town of Discovery Bay, a Community Services District, for the placement of a cellular antenna to be located at the Newport Lift Station, adjacent to Slifer Park and authorize the President of the Board to execute all associated lease documents.

## Executive Summary

Staff has been working with T-Mobile West Corporation for the placement of a cellular antenna to be located on District owned property at the Newport Lift Station adjacent to Slifer Park.

The antenna will be a mono-palm antenna, disguised to resemble a palm tree. The antenna height will be approximately 70'. All associated transmission, electrical, and equipment cabinets will be enclosed within the confines of the Newport Lift Station. The initial term of the lease is five (5) years. There are five (5) renewal terms, with each renewal term set at five (5) years, for a maximum total lease term of thirty (30) years. T-Mobile will pay the District \$2,000 per month during the initial lease period. The rent will increase by 4% each year of the term. The total amount the District will receive if the lease continues to the thirty year termination period will be approximately \$1,400,000.

As a part of this agreement, the District will be permitted the opportunity to place an antenna on the tower at no cost to the District for District use. Additionally, if T-Mobile obtains a co-locatable mobile carrier to lease the facility from them, the District can also lease ground space to accommodate the associated electrical and mechanical boxes necessary.

All associated documents relating to site plans and specifications are attached as a part of this report. Staff is in the process of working with T-Mobile West to finalize the terms of the agreement. Once the agreement has been finalized, it will be distributed to the Board and made a part of the public record.

## Fiscal Impact:

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

## Previous Relevant Board Actions for This Item

This item has been before the Board on the following occasions:  
July 1, 2009, February 3, 2010, March 17, 2010, April 21, 2010, May 5, 2010 and October 6, 2010

## Attachments

1. Lease agreement between T-Mobile West Corporation and the Town of Discovery Bay, a Community Services District, for the placement of a cellular antenna to be located at the Newport Lift Station, adjacent to Slifer Park.
2. Associated Site Plans
3. County Authorization and Conditions of Approval

# SITE LEASE TRANSMITTAL

Site Number: BA51985B  
 Site Name: Slifer Park  
 Market: Sacramento/Nevada

Date Turned In: \_\_\_\_\_  
 Site Acquisition Coordinator: John DaCruz

Attached please find:

- 2 Landlord-signed leases
- 1 Landlord-signed/notarized memorandums
- Owner Authorization Agreement
- Landlord-signed W-9
- Authorization to sign lease (if applicable)

Market Information

Market Entity Name: T-Mobile West Corporation  
 Type of Entity: Delaware corporation  
 Market address: 2380-A Bisso Lane  
 Concord, CA 94520  
 Director Name:  
 Director Title:

**NOTE: Enter a space (" ") into any fields which do not apply**

Landlord Information

Landlord Name: Discovery Bay Community Services District, also know as  
 Landlord Entity: Town of Discovery Bay Community Services District  
 (i.e. individual, corporation, LLC, etc.)  
 Mailing Address:

2nd Landlord Name

Additional Mailing Address (if any):

Phone Number: 1800 Willow Lake Road  
 Fax Number: Discovery Bay, CA 94505  
 925-634-1131

Phone Number:  
 Fax Number:

Site Information

Site Address: corner of Newport Drive and Slifer Drive  
 Square Footage: Discovery Bay, CA 94505  
 630 square feet  
 Parcel Number: 011-350-012

Option Terms

Option Amount: \$2,000.00 = two thousand dollars  
 Option Term: twelve (12) months  
 Option Renewal Amt: \$2,000.00 = two thousand dollars  
 Option Renewal Term: twelve (12) months

Lease Terms

Payee Name: Discovery Bay Community Service District  
 Rent Amount: \$2,000.00 = two thousand dollars  
 Rent Frequency: Monthly  
 Rent Increase: 1.5% = fifteen percent (increase over preceding Term)  
 Lease Term: five (5) years  
 Renewal Terms: five (5) additional five-year terms  
 Cancel Terms: sixty (60) days prior  
 Insurance: One Million (\$1,000,000.00)

**Instructions:** *The preamble and section 12 and signature blocks and Addendum and exhibits and MOL are unprotected. Be sure to check these carefully and format properly – make corrections. BE CAREFUL!*

Comments (no non-standard terms)

Approved by: \_\_\_\_\_

Real Estate Manager \_\_\_\_\_ Date \_\_\_\_\_

General Manager/Director \_\_\_\_\_ Date \_\_\_\_\_

Site Number: BA51985B  
 Site Name: Slifer Park  
 Market: Sacramento/Nevada

Legal Department

Date

President (if applicable)

Date

## SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is by and between Discovery Bay Community Services District, also known as Town of Discovery Bay, a Community Services District ("Landlord") and T-Mobile West Corporation, a Delaware corporation ("Tenant").

### 1. Option to Lease.

(a) In consideration of the payment of two thousand and no/100 dollars (\$2,000.00) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease the use of a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional twelve (12) months upon written notice to Landlord and payment of the sum of two thousand and no/100 dollars (\$2,000.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the term of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communications Commission ("FCC") ("Governmental Approvals"), including all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits, and Landlord expressly grants to Tenant a right of access to the Property to perform surveys, soils tests, and other engineering procedures or environmental investigations on the Property necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals. Notwithstanding the foregoing, Tenant may not change the zoning classification of the Property without first obtaining Landlord's written consent. During the Option Period and any extension thereof, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then, subject to the following terms and conditions, Landlord hereby leases to Tenant the use of that portion of the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at corner of Newport Drive and Slifer Drive, Discovery Bay, CA 94505, comprises approximately 630 square feet.

2. Term. The initial term of this Lease shall be five (5) years commencing on the date of the exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the month of the initial term (the "Initial Term").

3. Renewal. Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms (each a "Renewal Term") on the same terms and conditions as set forth herein. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Lease at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

### 4. Rent.

(a) From and after the Commencement Date, Tenant shall pay Landlord or designee, as rent, two thousand and no/100 dollars (\$2,000.00) per month ("Rent"). The first payment of Rent shall be due within twenty (20) days following the Commencement Date and shall be prorated based on the days remaining in the month following the Commencement Date, and thereafter Rent will be payable monthly in advance by the fifth day of each month to Landlord at the address specified in Section 12 below. Commencement date is defined as the issuing of the construction permit or at the end of the option period which ever comes first. Remove last sentence

(b) Upon the commencement of any Renewal Term hereunder, Rent will be increased for each such Renewal Term over the monthly or annual installment of Rent payable during the preceding Renewal Term by four percent (4) per year.

5. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or lessees or licensees of Landlord with equipment installed prior in time to Tenant's installation. Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including, without limitation, antenna(s), coaxial cable, base units, location based systems, and other associated equipment (collectively, the "Antenna Facilities"). Other than the original wireless 70 ft palm tree, no structure may be out side the enclosed structure. Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances, and shall discharge or bond any mechanic's lien filed or recorded. Landlord acknowledges that it shall not interfere with any aspects of construction, including, without limitation, attempting to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below) ("Construction Interference"). Landlord further acknowledges that it will be responsible for any costs and damages (including, fines and penalties) that are directly attributable to Landlord's Construction Interference. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of an enclosed structure which will be agreed on by both parties.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant an easement in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease.

- I. Landlord Agrees that Tenant is permitted to lease their 70' Palm Tree to other cellular or mobile carriers pursuant to co-locatable provisions. Tenant shall receive any and all lease payments for the utilization and placement of other mobile carriers antenna.
- II. Tenant agrees that Landlord is permitted to lease ground space that is not a part of this agreement for the placement of other mobile carriers equipment requirement.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises ("Access") at all times during the Initial Term of this Lease and any Renewal Term at no additional charge to the Tenant. In the event Landlord, its employees or agents impede or deny Access to Tenant, its employees or agents, Tenant shall, without waiving any other rights that it may have at law or in equity, deduct from Rent amounts due under this Lease an amount equal to five hundred and no/100 dollars (\$500.00) per day for each day that Access is impeded or denied.

(g) Landlord shall have the right, at no expense, to erect and maintain on Tenant's monopole one (1) 70ft Palm Tree that the landlord must approve prior to construction, antenna and all required connection cables for the exclusive use of Landlord ("Landlord Antenna"), provided that Landlord deliver the Landlord Antenna to Tenant at the Landlord's sole cost. Landlord shall, at its sole cost and expense, have the right to alter, replace, enhance and upgrade the landlord Antenna at any time during the term of this Lease, provided that it deliver at least seventy-two hours prior written notice to Tenant of its proposed plan to access the Landlord Antenna. Tenant shall have the right to have an employee, representative, contractor or agent present during such access by Landlord. Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) to the extent caused by the installation, use, maintenance, repair or removal of the Landlord Antenna.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

- (a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within that thirty (30) day period;
- (b) immediately if Tenant notifies Landlord of unacceptable results of any title report, environmental or soil tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;
- (c) upon thirty (30) days' written notice by Tenant if the Property or the Antenna Facilities are, or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;
- (d)

immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation; or

(f) upon thirty (30) days written notice by Tenant if Tenant determines that the Property or Antenna Facilities are inappropriate or unnecessary for Tenant's operations due to economic reasons. If tenant decides to terminate this agreement, tenant will pay landlord through the end of the year.

(g) within ninety (90) days of the termination of this Lease, Tenant shall remove the Antenna Facilities from the Premises and shall restore the Premises to the condition in which it existed immediately prior to the Commencement Date, reasonable wear and tear and casualty excepted, and Tenant shall remove all foundations installed by Tenant to a level that one (4) foot below grade.

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party (i) fails to perform any covenant for a period of thirty (30) days after receipt of written notice thereof to cure.

10. Taxes. Landlord shall pay when due all real property taxes for the Property including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax, possessory interest tax or any other tax or fee which are directly attributable to the presence or installation of the Tenant's Antenna Facilities, only for so long as this Lease has not expired of its own terms or is not terminated by either party. Landlord hereby grants to Tenant the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of Landlord and/or Tenant, any personal property or real property tax assessments that may affect Tenant. If Landlord receives notice of any personal property or real property tax assessment against the Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10.

#### 11. Insurance and Subrogation and Indemnification.

(a) Tenant shall provide Commercial General Liability Insurance in an aggregate amount of One Million and no/100 dollars (\$1,000,000.00). Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss of damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other. To the extent loss or damage is not covered by their first party property insurance policies, Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of (a) the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subcontractors of the indemnifying party, or (b) a breach of any obligation of the indemnifying party under this Lease. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified party or anyone claiming through the indemnified party. The indemnifying party's obligations under this section are contingent upon (i) its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and (ii) the indemnified party's granting it the right to control the defense and settlement of the same. Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this section shall survive the expiration or termination of this Lease. Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property, including the Premises.

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

T-Mobile USA, Inc.

12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: PCS Lease Administrator

With a copy to:  
Attn: Legal Dept.

And with a copy to:  
T-Mobile West Corporation  
2380-A Bisso Lane  
Concord, CA 94520  
Attn: Lease Administration Manager

If to Landlord, to:  
Discovery Bay Community Services District, also know as Town of  
Discovery Bay  
1800 Willow Lake Road  
Discovery Bay, CA 94505

And with a copy to:

Send Rent payments to:  
Discovery Bay Community Service District  
1800 Willow Lake Road  
Discovery Bay, CA 94505

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant and which will not interfere with Tenant's rights to or use of the Premises; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term of this Lease. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing. Tenant may assign this Lease and the Easements (as defined above) granted herein upon written notice to Landlord. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord.

Additionally, Tenant may, upon notice to Landlord, collaterally assign or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by such Secured Parties.

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Parties' sole discretion and without Landlord's consent.

18. Miscellaneous.

- (a) The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.
- (b) Each party agrees to furnish to the other, within twenty (20) days after request, such truthful estoppel information as the other may reasonably request.



(c) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(d) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached hereto as Exhibit C) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease by either party. In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant. Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(e) This Lease shall be construed in accordance with the laws of the state in which the Property is located.

(f) If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(g) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(h) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(i) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibit A (the legal description of the Property) and Exhibit B (the Premises location within the Property), may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, and/or B, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Tenant with such final, more complete exhibit(s). The terms of all Exhibits are incorporated herein for all purposes.

(j) If Landlord is represented by any broker or any other leasing agent, Landlord is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Tenant harmless from all claims by such broker or anyone claiming through such broker. If Tenant is represented by any broker or any other leasing agent, Tenant is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Landlord harmless from all claims by such broker or anyone claiming through such broker.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

**LANDLORD:** Discovery Bay Community Services District, also know as Town of Discovery Bay

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**LANDLORD:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**TENANT:** T-Mobile West Corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

T-Mobile Legal Approval

**DRAFT**

EXHIBIT A

Legal Description

The Property is legally described as follows:

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:  
BEING A PORTION OF PARCEL "D", AS SAID PARCEL IS SHOWN AND SO DESIGNATED ON THE OFFICIAL MAP OF SUBDIVISION 7686, RECORDED MARCH, 23, 2000, IN BOOK 418 OF MAPS AT PAGE 26, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERN CORNER OF SAID PARCEL;

THENCE FROM SAID POINT OF BEGINNING, ALONG THE WESTERN LINE OF SAID PARCEL, THE FOLLOWING TWO COURSES:

1) NORTH 44 DEGREES 28'44" WEST 12.010 METERS, AND

2) ALONG THE ARC OF A TANGENT 169.600 METER RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 01 DEGREES 07'40", AN ARC DISTANCE OF 3.339 METERS;

THENCE LEAVING SAID WESTERN LINE, NORTH 44 DEGREES 41'00" EAST, 9.681 METERS;

THENCE, NORTH 45 DEGREES 19'00" WEST, 3.100 METERS;

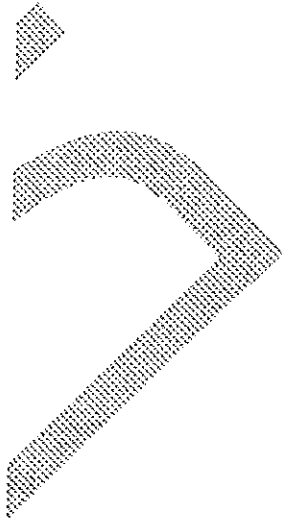
THENCE, NORTH 44 DEGREES 41'00" EAST, 12.121 METERS;

THENCE, SOUTH 45 DEGREES 19'00" EAST, 14.179 METERS;

THENCE, SOUTH 44 DEGREES 41'00" WEST, 5.486 METERS;

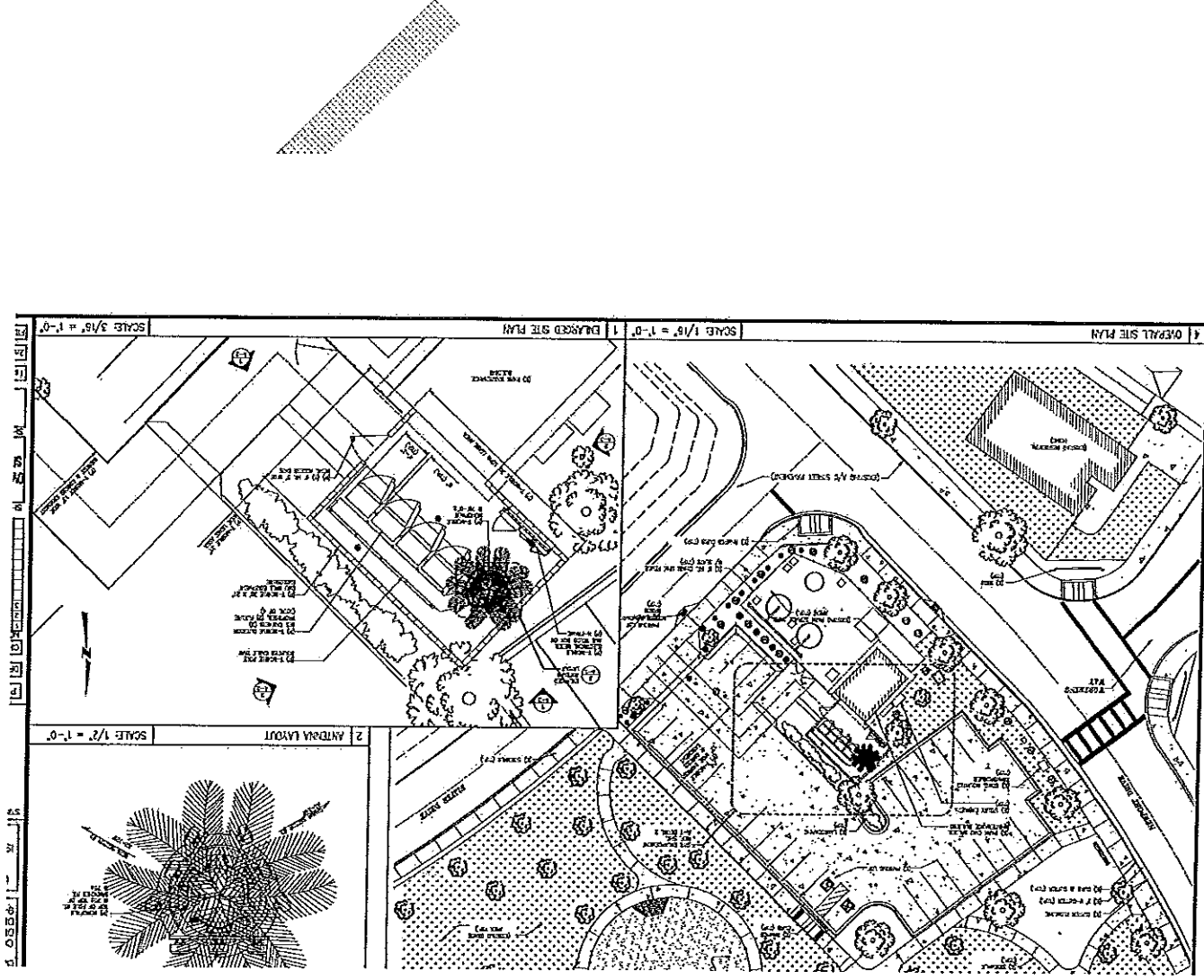
THENCE, SOUTH 45 DEGREES 19'00" EAST 10.323 METERS TO A POINT ON THE EASTERN LINE OF SAID PARCEL.

A.P.N. 011-350-012



## EXHIBIT B

The location of the Premises within the Property (together with access and utilities) is more particularly described and depicted as follows:



However, it is expressly agreed and understood by and between the Landlord and Tenant that the exact and precise location of the Tenant's Antenna Facilities are subject to review and approval by the planning and/or zoning Boards having jurisdiction over the "Premises". Therefore, it is expressly agreed and understood by and between Landlord and Tenant that the precise location of the Premises as shown on Exhibit "B" may be modified by the Tenant in order to comply with and obtain necessary planning and/or zoning approvals, and any and all other approvals necessary for Tenant's intended use of the property. The Premises as described herein may therefore be modified by the Tenant to reflect the final engineering design. An amended Exhibit "B" (if necessary) will be provided by the Tenant and attached to the lease in place of the existing Exhibit "B", a copy of which will be provided to the Landlord for review prior to being incorporated into the lease.

T-MOBILE WEST CORPORATION:

T-Mobile

SITE NAME:  
**SLIFER PARK**  
 SITE NUMBER:  
**BA51985B**



T-Mobile  
 1758 CREEDSIDE DRIVE DR. SUITE 100  
 SACRAMENTO, CA 95833  
 PHONE: (916) 643-8900  
 FAX: (916) 643-8940

SLIFER PARK  
 BA51985B  
 CORNER OF NEWPORT  
 DRIVE & SLIFER DRIVE  
 DISCOVERY BAY, CA  
 94505

CURRENT ISSUE DATE:  
**2.9.10**  
 ISSUED FOR:  
**100% ZONING**

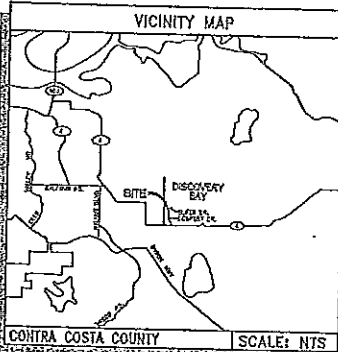
STAMP:

PROJECT NO: BA51985B		
DRAWN BY: D.BARAKAS		
CHECKED BY: SAL MARTI JR.		
NO	DATE	ISSUE
1	08.04.09	90% REVIEW
2	12.18.09	90% ZONING
3	2.9.10	100% ZONING

SHEET TITLE  
**TITLE SHEET**

SHEET NUMBER  
**T-1**

1st SUBMITTAL:  
 2nd SUBMITTAL:  
 FILE NAME:



**DRIVING DIRECTIONS TO SITE**

FROM 1758 CREEDSIDE DRIVE DR. SACRAMENTO, CA 95833  
 TAKE HIGHWAY 49 EAST THROUGH CHINA PASS RD.  
 TURN RIGHT AT CHINA PASS RD.  
 TURN LEFT AT CHINA PASS RD.  
 TURN RIGHT AT CHINA PASS RD.  
 TAKE HIGHWAY 15 SOUTH FOR THE SIGN TO THE RIGHT  
 TAKE RIGHT AT CHINA PASS RD.  
 TURN RIGHT AT CHINA PASS RD.  
 TURN RIGHT AT CHINA PASS RD.  
 TURN RIGHT AT CHINA PASS RD.

**PROJECT DATA**

SITE ADDRESS: CORNER OF NEWPORT DR. & SLIFER DR. DISCOVERY BAY CA, 94505 CONTRA COSTA COUNTY	SITE NAME: SLIFER PARK	SITE NUMBER: BA51985B
PLANNING DATE: JANUARY 2010	COUNTY: CONTRA COSTA COUNTY	
ZONING DESIGNATION: A-1	APPLICABLE ZONING: A-1	
TYPE OF CONSENT: LEASE AREA	TELEPHONE NUMBER: 916 643-8900	
	630 5th FL.	

**GENERAL NOTES:**  
 LOCATION AND LAYOUT FOR THE PROJECT AREA WAS OBTAINED FROM INFORMATION PROVIDED BY A GPS SURVEY. THE PROPOSED POSITION GIVEN WAS REVERSED (EASTING AND NORTHING) ON THIS PLAN AND ADJUSTED TO BECOME USEFUL FOR THE PROJECT AREA. THE PLANNING DATE IS THE DATE THIS PLAN WAS APPROVED BY THE BOARD OF SUPERVISORS. THE PLANNING DATE IS THE DATE THIS PLAN WAS APPROVED BY THE BOARD OF SUPERVISORS.

**PROJECT SUMMARY**

SIGNATURE OF PROJECT ENGINEER:  
 INSTALLATION OF ANTENNAS & OPERATION OF ANTENNAS AND ASSOCIATED EQUIPMENT CABINETS FOR T-MOBILE. A TOTAL OF (3) SECTORS, (2) PROPOSED ANTENNAS AND (1) FUTURE ANTENNA PER SECTOR (TOTAL OF 3). CONTINGENTLY, A FUTURE TOWER SITE (3) SECTORS (1) ANTENNA PER SECTOR (TOTAL OF 3). THE TOWER SITE IS TO BE LOCATED ON A PROPOSED TOWER FOUNDATION. A CONCRETE FOUNDATION SHALL BE PROVIDED AT THIS SITE.

**APPLICABLE CODE COMPLIANCE**

ALL WORK AND MATERIALS SHALL BE INSTALLED AND PROVIDED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE CALIFORNIA CODES AS ADOPTED BY THE LOCAL GOVERNMENT. THE CODES IN THESE PLANS SHALL BE CONSIDERED TO BE THE MOST CURRENT EDITIONS OF THE CALIFORNIA CODES.

1. CALIFORNIA ADMINISTRATIVE CODE (CAL. TITLES 24 & 25) 2007	6. ASCE / ENR-2007 EAF
2. CALIFORNIA BUILDING CODES 2007	7. UNDERGROUND UTILITY CODE 2007
3. CALIFORNIA ELECTRICAL CODES 2004	8. NATIONAL ELECTRICAL CODE 2004
4. CALIFORNIA MECHANICAL CODES 2007	9. LOCAL BUILDING CODES
5. CALIFORNIA PLUMBING CODES 2007	10. CITY / COUNTY ORDINANCES

**ACCESSIBILITY EXEMPTION**

PROJECT IS EXEMPTED AND NOT FOR BEING SUBJECT TO UNIFORMED ACCESS REQUIREMENTS FOR PHYSICALLY HANDICAPPED INDIVIDUALS UNDER CALIFORNIA STATE ADMINISTRATIVE CODE, PART 2, TITLE 24, SECTION 119333.02, EXCEPTION 1.

PROJECT CONTACT	PROJECT TEAM
LANDLORD: JOHN OF DISCOVERY BAY CONTRACT VEGA, LOS ANGELES PH: (916) 434-1111 CELL: (916) 613-3419 FA: (916) 613-3205	REGISTERED PROFESSIONAL ENGINEER: NKA TELECOM GROUP 3700 COLLEGEWAY DR. WEST SACRAMENTO, CA 95833 PH: 202-801-3781 FAX: 916-378-8863 CONTACT: SAL MARTINEZ
APPLICABLE: T-JOBILE 1758 CREEDSIDE DRIVE DR. STE 100 SACRAMENTO, CA 95833 SACRAMENTO COUNTY CONTACT: JOHN DEGRUZ PH: (916) 453-5971 CONSTRUCTION CONTACT: JAVIL UNEMPLOYED PH: (916) 650-8220	

**SIGNATURE BLOCK**

REPS.	SIGNATURE	DATE
LANDLORD:		
RF ENGINEER:		
LEASING AGENT:		
ZONING AGENT:		
CONSTRUCTION AGENT:		
REG. PROJECT AGENT:		
EQUIPMENT AGENT:		

**SHEET INDEX**

SHEET	REVISION
T-1	SOLE SHEET
T-2	GENERAL NOTES, LEGENDS & OBSERVATIONS
E-1	EXHIBIT SURVEY
Z-1	SEE PLAN & ANTENNA LOCATION
A-2	SOUTH & EAST ELEVATIONS
A-3	NORTH & WEST ELEVATIONS







**T-Mobile**

1755 CRENSHAW BLVD SUITE 100  
SACRAMENTO, CA 95833  
PHONE: (916) 643-8900  
FAX: (916) 643-8310

**SLIFER PARK  
BA51985B**  
CORNER OF NEWPORT  
DRIVE & SLIFER DRIVE  
DISCOVERY BAY, CA  
94505

CURRENT ISSUE DATE:  
**2.9.10**  
ISSUED FOR:  
**100% ZONING**

STAMP:

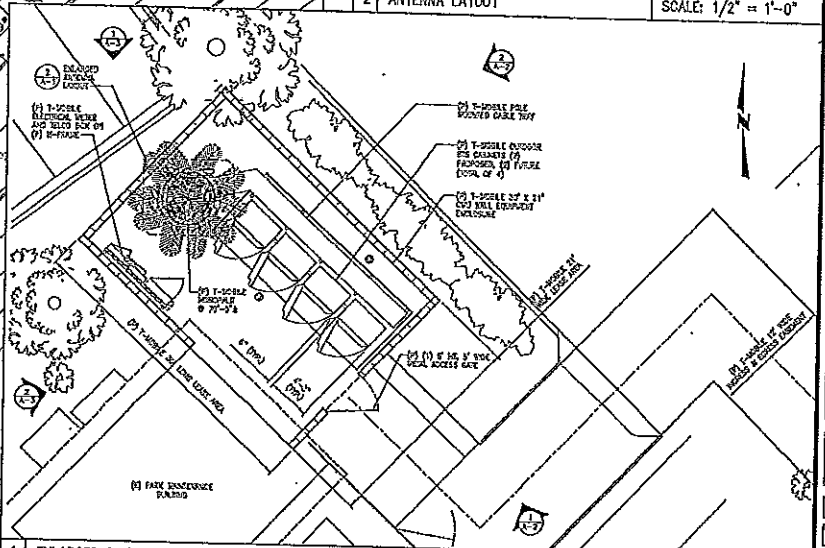
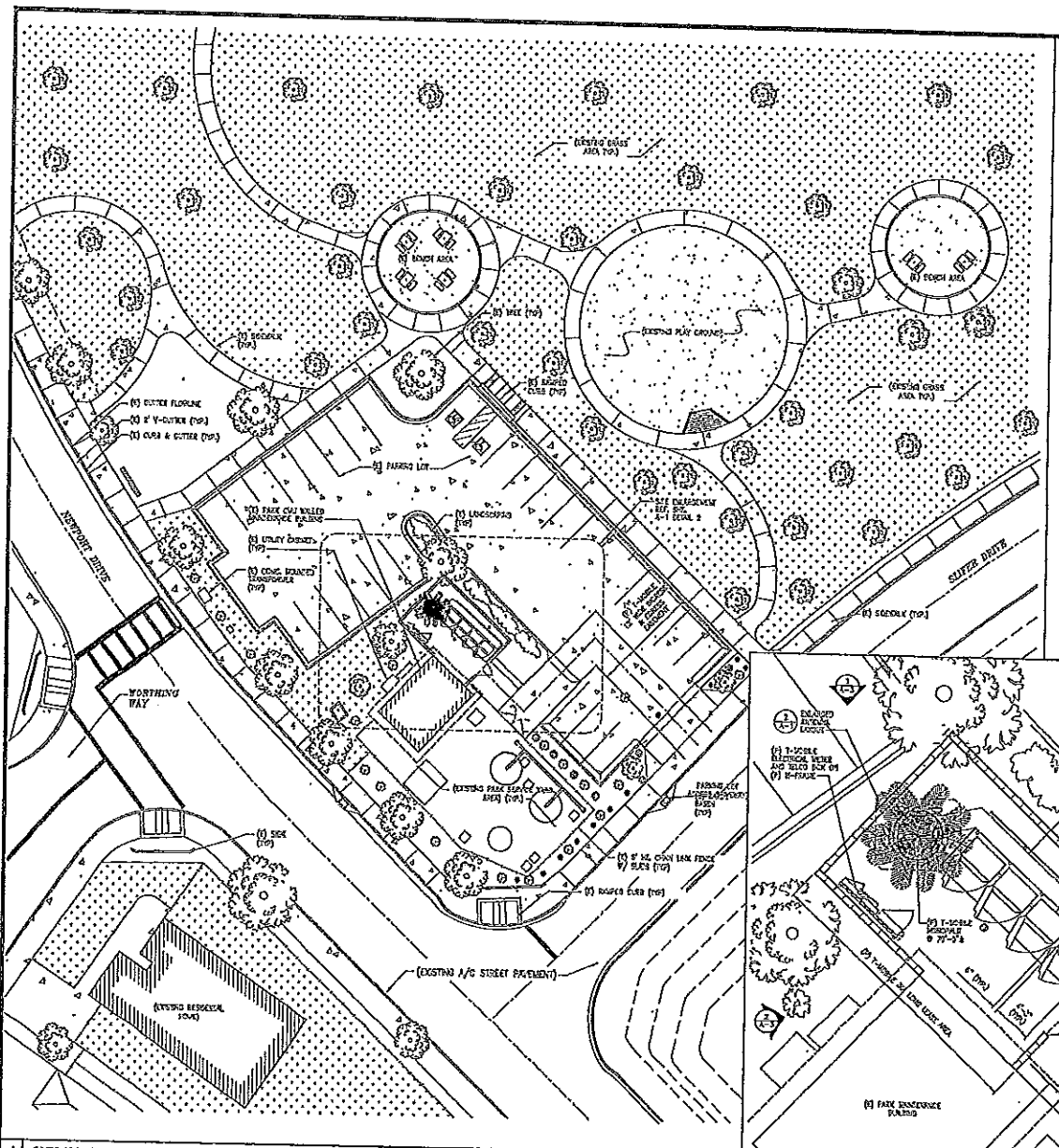
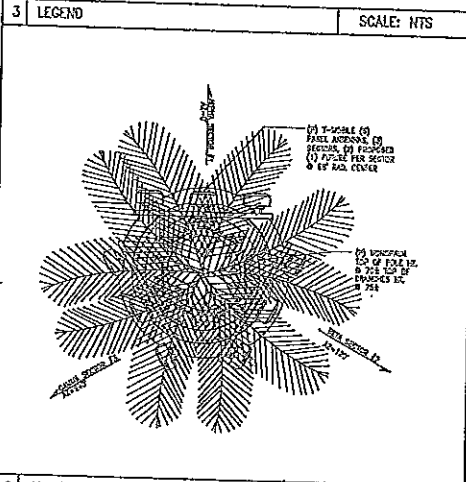
PROJECT NO: BA51985B	
DRAWN BY: D.BARAJAS	
CHECKED BY: SAL MRTZ JR.	NO DATE ISSUE
1. 08/04/09	BOX REVIEW
2. 12/18/09	FORM ZONING
3. 2/9/10	100% ZONING

SHEET TITLE  
**OVERALL SITE PLAN, ENLARGED  
SITE PLAN & ANTENNA LAYOUT**

SHEET NUMBER  
**A-1**

1st SUBMITTAL:  
2nd SUBMITTAL:  
FILE NAME:

	PROPOSED CONCRETE		EXISTING UTILITY POLE
	PROPOSED 1/2" A/C POWER LINE		EXISTING POLE SITE
	PROPOSED 1/2" A/C METER LINE		EXISTING METER BOX
	EXISTING PROPERTY LINE		EXISTING METER VAULT
	PROPOSED DOWN LINE FENCE		EXISTING POLE VAULT
	EXISTING DOWN LINE FENCE		PROPOSED POLE VAULT ENCLOSURE
	PROPOSED 1/2" A/C UTILITY ENCLOSURE		EXISTING POLE VAULT ENCLOSURE
	EXISTING 1/2" A/C POWER LINES		









**COPY**

Town of Discovery Bay CSD

Received 10/25/10

*R. B. Hill*  
*C. Hill*



CONTRA COSTA COUNTY  
DEPARTMENT OF CONSERVATION AND DEVELOPMENT  
COMMUNITY DEVELOPMENT DIVISION

APPROVED PERMIT

APPLICANT: T-Mobile  
1755 Creekside Oaks, Suite 190  
Sacramento CA 95833

APPLICATION NO: LP10-2032

ASSESSOR'S PARCEL NO.: 011-350-012

SITE ADDRESS: Intersection of Newport  
drive & Slifer drive,  
Discovery Bay

ZONING DISTRICT: P-1

OWNER: Town of Discovery Bay  
Willow Lake Drive  
Discovery bay CA 94505

APPROVED DATE: October 04, 2010

EFFECTIVE DATE: October 15, 2010

This matter having not been appealed in the time prescribed by law, a LAND USE PERMIT to establish a wireless telecommunications facility consisting of a 70 foot monopalm pole with antennas and ground mounted equipment cabinets in the Discovery Bay area is hereby GRANTED, subject to the attached conditions.

Aruna M. Bhat, Deputy Director  
Community Development Division

By: *Telma B. Moreira*  
Telma B. Moreira  
Deputy Zoning Administrator

Unless otherwise provided, THIS PERMIT WILL EXPIRE ONE (1) YEAR from the effective date if the action allowed by this permit is not undertaken within that time.

PLEASE NOTE THE EFFECTIVE DATE, as no further notification will be sent by this office.

FINDINGS AND CONDITIONS OF APPROVAL FOR COUNTY FILE #EP102032 T-MOBILE (APPLICANT) TOWN OF DISCOVERY BAY (OWNER) IN THE DISCOVERY BAY AREA AS APPROVED BY THE ZONING ADMINISTRATOR ON OCTOBER 4, 2010

A. Growth Management Element Performance Standards Findings

- 1) Traffic: The proposed project to establish an unmanned telecommunications facility in Slifer Park, Discovery Bay will not create an increase in traffic use.
- 2) Water: The proposed project to establish an unmanned telecommunications facility in Slifer Park, Discovery Bay unmanned telecommunications facility will not increase demand upon water supplies in the Discovery Bay area.
- 3) Sanitary Sewer: The proposed project to establish an unmanned telecommunications facility in Slifer Park, Discovery Bay unmanned telecommunications facility will not increase demand upon sanitary sewer services in the Discovery Bay area.
- 4) Fire Protection: The proposed project to establish an unmanned telecommunications facility in Slifer Park, Discovery Bay unmanned telecommunications facility will not increase the demand for fire protection.
- 5) Public Protection: The proposed project to establish an unmanned telecommunications facility in Slifer Park, Discovery Bay unmanned telecommunications facility will not generate population growth.
- 6) Parks & Recreation: The proposed project to establish an unmanned telecommunications facility in Slifer Park, Discovery Bay unmanned telecommunications facility will not increase the need of parks and recreation.
- 7) Flood Control and Drainage: The proposed project to establish an unmanned telecommunications facility in Slifer Park, Discovery Bay unmanned telecommunications facility will not increase run-off into the nearby community drainage facilities. The site is located within the FEMA designated special flood hazard area (Flood Zone A, Panel No.: 0388 F). This project will not create a hazard associated with any existing flood hazard condition since the facility is not habitable space.

**Land Use Findings:**

The following required findings for the approval of a land use permit to establish a telecommunications facility as provided by County Code Section 267-2.2--8 have been satisfied.

- A. The use of the proposed unmanned telecommunications facility is not detrimental to health, safety and general welfare of the County. The project is in compliance with applicable health and safety regulations.

B. The use of the proposed unmanned telecommunications facility will not adversely affect the orderly development of property within the County. The project is consistent with the applicable policies and regulations of the County, including the 1998 Telecommunications Policies.

C. The proposed project as conditioned will not adversely affect the preservation of property values and the protection of the tax base within the County. The parcel is developed park land in a Planned Unit District. The use of the proposed T-Mobile unmanned telecommunications facility will not effect property values or tax base.

D. The proposed project as conditioned will not adversely affect the policy and goals set by the County General Plan. The primary General Plan issue is the visibility of the T-Mobile facilities. The T-Mobile unmanned telecommunications facility proposed monopalm represents a relatively minor intensification of the use. The potential visibility of a 70 foot pole has been camouflaged by the proposed monopalm that blends in with other palm trees in the area. Therefore, the proposed monopalm does not substantially change the visibility of the site in the surrounding area.

E. The proposed project as conditioned requires the site to be maintained in an orderly manner and that all the facilities be removed on cessation of the use. Therefore the facility will not create a nuisance and/or enforcement problem within the neighborhood or community. Nor shall the use encourage marginal development within the neighborhood.

F. The proposed project as conditioned will not encourage marginal development within the community. A telecommunications facility as a use does not encourage development. Rather, development is controlled by the General Plan, zoning and physical constraints. Where there are sizeable populations or major roads (such as the Discovery Bay area), the public demands wireless communication facilities. Therefore, there is a demand for the use of the T Mobile proposed unmanned telecommunications facility.

G. The proposed unmanned telecommunications facility location provides more reliable signal within the Discovery Bay area. The low impact of the proposed antennas, as conditioned, are consistent with the provisions of the 1998 Telecommunications Policy regarding minimizing the negative impacts resulting from implementing a needed land use.

1. \_\_\_\_\_ Development is approved as generally shown on plans submitted with the application, received by the Department of Conservation and Development on April 1, 2010 and revised on September 17, 2010, subject to final review and approval by the County Zoning Administrator prior to issuance of a building permit and subject to the conditions listed below.

## Administrative Review

2. \_\_\_\_\_ This land use permit is granted for a period of ten (10) years and shall be administratively reviewed at three-year intervals. The applicant shall initiate the first review by submitting a statement as to the current status of the project to the Zoning Administrator no later than three years following the effective date of the project approval. This review by the Zoning Administrator will be for the purpose of ensuring continued compliance with the conditions of permit approval. Non-compliance with the approved conditions and/or the ordinance code provisions after written notice thereof shall be cause for revocation proceedings.

For the review of existing commercial wireless communications facilities, submittal shall include photo documentation of existing conditions and equipment for comparison with the applicable approved conditions.

The applicant is encouraged, at the time of each administrative review, to review the design of the telecommunications facility and make voluntary upgrades to the facility for the purpose of improving safety and lessening visual obtrusiveness.

A review fee in the amount of \$500.00 (subject to staff time and materials costs) must be filed along with a Compliance Verification Application to allow for review of the approved conditions. Costs of the review will be borne by the applicant.

## Replacement of Equipment

3. \_\_\_\_\_ The replacement of the proposed equipment may be done administratively (without approval of a revised land use permit) for review and approval of the Zoning Administrator. The replacement of equipment will need to conform to the following:

- a. Future proposed replacement equipment will not create greater visual effects on the surrounding area and will not increase the risk to public health or safety; and
- b. Will not otherwise conflict with the permit conditions.

An additional review fee in the amount of \$500.00 (subject to time and materials) will be filed through a Zoning Information Application to allow for review of the equipment to be replaced.

#### Removal of Facility/Site Restoration

4. \_\_\_\_\_ All structures and equipment associated with a commercial/wireless communications facility shall be removed within 30 days of the discontinuation of the use and the site shall be restored by the permittee to its original pre-development condition. In addition, the permittee shall provide the Department of Conservation and Development with a notice of intent to vacate the site a minimum of 30 days prior to vacation.

#### Security to Provide for Removal of Equipment

5. \_\_\_\_\_ Within 90 days of approval of this use permit for this facility, the applicant or permittee shall provide a financial guarantee, which shall be indexed annually for inflation, satisfactory to the hearing body, for the removal of the facility in the event that the use is abandoned or the use permit expires, or is revoked, or otherwise terminated. The amount of the guarantee per free-standing tower may be reduced or eliminated if the applicant has more than one free-standing tower in the County. If the owner or lessee does not remove any obsolete or unused facilities, as described above, the financial guarantee shall be used by the County to remove any obsolete or unused facilities and to return the site to its predevelopment conditions. Any unused financial guarantee shall be returned to the application upon termination of the use and removal of facility or transfer of the lease accompanied by a financial guarantee by the new lease or owner.

#### Submittal of Compliance Report

6. \_\_\_\_\_ At least 90 days from the day of this approval for the continued use of this wireless telecommunications facility, the applicant shall submit a report addressing compliance with the conditions of approval, for the review and approval of the Zoning Administrator. The report shall list each conditions of approval followed by a description of what the applicant has provided as evidence of compliance with that condition. Unless otherwise indicated, the applicant will be required to demonstrate compliance with the conditions of this report prior to issuance of construction permits. Evidence of compliance with all conditions of approval for which materials are required "*at least 90 days from the day of this approved permit*" is required as part of the compliance report. The Zoning Administrator may reject the report if it is not comprehensive with respect to applicable requirements for the requested ministerial permit. The deposit for review of the Compliance Report is \$500.00; the actual fee shall be time and materials.

*At least 90 days from the day of this approval for the continued use of this wireless telecommunications facility, color photographs showing the as-built condition of the equipment cabinet and the antennas, shall be submitted for the review and approval of the Zoning Administrator to verify compliance with these Conditions of Approval.*

#### General Provisions

7. \_\_\_\_\_ Any deviation from or expansion beyond the limits of this permit approved under this application, may necessitate the filing of a request for amendment of the Land Use Permit.
8. \_\_\_\_\_ The conditions contained herein shall be accepted by the applicant, his agents, lessees, survivors or successors for continuing obligation.
9. \_\_\_\_\_ All commercial wireless communications facilities shall comply at all times with all Federal Communications Commission (FCC) rules, regulations and standards, and any other applicable Federal, State or County law or regulation.
10. \_\_\_\_\_ Facilities shall be operated in such a manner so as not to contribute to ambient RF/EMF emissions in excess of then current FCC adopted RF/EMF emission standards.
11. \_\_\_\_\_ The wireless telecommunications services (WTS) facility's fire suppressing cooling system is the primary source of noise. It shall continue to meet acceptable exterior noise levels standards as established in the Noise and Land Use Compatibility Guidelines contained in the Noise Element. The WTS facility, including power source and cooling facility, shall not be operated so as to create a fire hazard.

#### Frequency Interference

12. \_\_\_\_\_ Submit a letter agreeing to participate in any countywide program to resolve frequency interference problems and provide a list of comparable facilities using adjacent frequencies with a one-mile radius of the site.

#### Paint Color

13. \_\_\_\_\_ All equipment enclosures, antennas, poles or towers shall maintain a non-reflective finish and shall be painted or otherwise treated to minimize visual impacts. Antennas which will be viewed primarily against the skyline (such as a "whip" or "stock" antennas) shall be maintained with a color paint that matches the camouflage pattern, or



other approved color, with a reflectivity less than 55%, except where the antenna structure owner or registrant is required to mark (paint) the antenna structure otherwise by the terms of the FCC Antenna Structure Registration applicable to the facility. Color photographs showing the as-built condition shall be submitted for review of the Zoning Administrator to verify compliance with this Conditions of Approval within 30 days of completing construction.

### Stealth Design

#### Antenna

14. \_\_\_\_\_ At least 30 days prior to the issuance of a building permit, the applicant shall submit a revised site plan that incorporates supplementary stealth designs for the antenna pole. The equipment areas and the antenna pole shall be identified. Such areas shall be camouflaged by use of landscaping and the creation of a palm pole with additional fronds, so that the antennas are screened as seen from all vantage points along Newport and Slifer Drive.

#### Equipment Cabinet

15. \_\_\_\_\_ The equipment cabinets/structures and accessory structures shall be maintained in good condition over the term of the permit. This shall include keeping equipment cabinets and structures graffiti-free and maintaining any security fences in good condition. Such areas shall be camouflaged by use of landscaping and/or other types of stealth design (e.g. fencing) so that they are screened as seen from all vantage points along Newport and Slifer Drive.

- a. The stealth design of the non-antenna structures shall be maintained in an as-constructed condition over the life of the telecommunications facility.

#### No Advertising

16. \_\_\_\_\_ Antennas, monopole or mountings shall not be used for advertising.

#### Exterior Lighting

17. \_\_\_\_\_ Exterior lighting shall be directed downward and shall not be more than 20-feet above ground level (maximum). If there are complaints about the light fixture from neighbors, the applicant shall work to resolve the problems.

### FCC/FAA Standards

18. \_\_\_\_\_ The applicant shall be required to provide evidence in the form of a license from the FCC and/or FAA that the FCC and /or FAA has accepted the applicant's certification that the facility meets the FCC and/or FAA standard or provide evidence that the FCC and/or FAA has categorically exempted the applicant from demonstrating compliance with the FCC and/or FAA standard. If a license or construction permit has not yet been obtained by the applicant, the furnishing of such FCC and/or FAA license or construction permit shall become a condition of approval for the land use permit and/or development.

### EMF Levels

19. \_\_\_\_\_ Where there are three (3) or more commercial WTS operate in the same location, the carriers operating those facilities shall provide documentation of testing done by an electromagnetic field (EMF) expert to verify that the cumulative EMF levels conform to standard adopted by the FCC.

### Work Restrictions

20. \_\_\_\_\_ The applicant shall make a good faith effort to minimize project-related disruptions to adjacent properties and to uses on the subject site. This shall be communicated to project-related customers.
21. \_\_\_\_\_ The project sponsor shall require their contractors to fit all internal combustion engines with mufflers which are in good condition and shall locate stationary noise-generating equipment such as air compressors as far away from existing residences as possible.
22. \_\_\_\_\_ Transportation of heavy equipment and trucks shall be limited to week days between the hours of 9:00 AM and 4:00 PM and prohibited on Federal and State holidays.
23. \_\_\_\_\_ The site shall be maintained in an orderly fashion. Following the cessation of construction activity, all construction debris shall be removed from the site.
24. \_\_\_\_\_ Non-emergency maintenance, construction and other activities on the site related to this use are restricted to the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, and shall be prohibited on state and federal holidays on the calendar dates that these holidays are observed by the state or federal government as listed below:

New Year's Day (State and Federal)

Birthday of Martin Luther King, Jr. (State and Federal)  
Washington's Birthday/Presidents' Day (State and Federal)  
Lincoln's Birthday (State)  
Cesar Chavez Day (State)  
Memorial Day (State and Federal)  
Independence Day (State and Federal)  
Labor Day (State and Federal)  
Columbus Day (State and Federal)  
Veterans Day (State and Federal)  
Thanksgiving Day (State and Federal)  
Day after Thanksgiving (State)  
Christmas Day (State and Federal)

For specific details on the actual day the state and federal holidays occur, please visit the following websites:

Federal Holidays      <http://www.opm.gov/fedhol/2006.asp>

California Holidays      <http://www.edd.ca.gov/eddstholidays.htm>

#### **Application Processing Fees**

25. \_\_\_\_\_ The applicant is fully responsible for county staff costs. Invoice(s) for additional costs beyond the initial application deposit of 2,852.00 will be mailed to the applicant and are due and payable 30-days following the date of the invoice. The unpaid balance shall be collected prior to issuance of a building permit or initiation of the use, whichever comes first. The applicant can obtain the current status of staff costs on this application from the project planner.

#### **Permittee is Responsible for Keeping CDD Informed of Party Responsible for Permit Compliance at all Times**

26. \_\_\_\_\_ The Permittee (Wireless Facilities Operator) is responsible for keeping the Department of Conservation and Development, Community Development Division (CDD) informed of who is responsible for maintenance of compliance with this permit and how they may be contacted (mailing and email addresses as well as telephone number) at all times.

- a. Prior to obtaining a building permit, the Permittee shall provide the name of party (carrier) responsible for permit compliance and their contact information.
- b. Should the responsible party subsequently change (e.g., facility is acquired by a new carrier), within 30 days of the date of the change, the Permittee shall issue a letter to CDD on the name of

the new party who has been assigned permit compliance responsibility and their contact information. Failure to satisfy this condition

27. \_\_\_\_\_ Any proposed construction impacts on Slifer Park property (including the parking lot), shall require the applicant obtain the necessary permit from the Public Works Department, Special Districts Unit, prior to issuance of the land use permit.

28. \_\_\_\_\_ The project appears to lie within the 100-year flood boundary, as designated on the Federal Emergency Flood Rate Maps. The applicant shall be aware of the requirements of the Federal Flood Insurance Program and the County Flood Plain Management Ordinance (Ordinance No. 99-35) as they pertain to future construction of any structures on this property.

#### ADVISORY NOTES

**THE FOLLOWING INFORMATION DOES NOT CONSTITUTE CONDITIONS OF APPROVAL IF IS PROVIDED TO ALERT THE APPLICANT TO LEGAL REQUIREMENTS OF THE COUNTY AND OTHER PUBLIC AGENCIES TO WHICH THIS PROJECT MAY BE SUBJECT**

**A. NOTIFY OF 90-DAY OPPORTUNITY TO PROTEST FEES, DEDICATIONS, RESERVATIONS, OR OTHER EXACTIONS PERTAINING TO THE APPROVAL OF THIS PERMIT.**

This notice is intended to advise the applicant that pursuant to Government Code Section 66000, et seq., the applicant has the opportunity to protest fees, dedications, reservations, and/or exactions required as part of this part of this project approval. The opportunity to protest is limited to ad 90-day period after the project is approved.

The ninety (90) day period in which you may protest the amount of any fee or imposition of any dedication, reservation, or other exaction required by this approved permit, begins on the date this permit was approved. To be valid, a protest must be in writing pursuant to Government Code Section 66020 and delivered to the Department of Conservation and Development within 90 days of the approval date of this permit.

A. Additional requirements may be imposed by the Fire Protection District or the Building Inspection Division. It is advisable to check with them prior to proceeding with the project.

B. The applicant shall be required to comply with all rules, regulations and procedures of the National Pollutant Discharge Elimination System (NPDES) permit for municipal, construction and industrial activities as promulgated by the California State Water Resources Control Board or any of its Regional Water Quality Control Boards (San Francisco Bay-Regional II or Central Valley-Region V).

Project sponsor is required by the FCC to work with neighbors to correct any interference to telephones, televisions or other electronic equipment caused by Wireless Telecommunications Services (WTS) facility.

G:\Current Planning\curr-plan\Staff Reports\LP102032 COA.doc

**NO BACK UP  
DOCUMENTATION  
FOR THIS AGENDA  
ITEM # F**

NO BACK UP  
DOCUMENTATION  
FOR THIS AGENDA  
ITEM # G

NO BACK UP  
DOCUMENTATION  
FOR THIS AGENDA  
ITEM # H



NO BACK UP  
DOCUMENTATION  
FOR THIS AGENDA  
ITEM # I



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

COUNTY OF DISCOVERY BAY  
RECEIVED  
10-18-10  
RHT  
CNS

COMMITTEES

- Internal Operations Committee
- Delta Protection Commission
- Transportation, Water & Infrastructure Committee
- Tri Valley Transportation Committee
- Local Agency Formation Commission
- Central Contra Costa Solid Waste Authority
- Airport Committee
- Association of Bay Area Governments
- Contra Costa Regional Medical Center Joint Services Committee
- Dougherty Valley Oversight Committee
- South West Area Transportation

October 12, 2010

Mr. John Jewell  
2505 Wayfarer Court  
Discovery Bay, CA 94505

Dear Mr. Jewell,

I would like to thank you for your continuous updates on the Economic Opportunity Council, including the recent report you sent for July, August and September of 2010.

I appreciate the valuable time and effort that you have taken to inform me about the important events that have occurred over the last three months. Your exemplary volunteerism and commendable dedication to the Economic Opportunity Council and Contra Costa County do not go unrecognized.

Again, thank you for the valuable services that you have provided to Contra Costa County. Keep up the good work and please feel free to contact my office at (925) 820-8683 if there is anything I can do to assist you.

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

Sincerely,

MARY NEJEDLY PIEPHO  
County Supervisor, District III

MNP:lc

CC: Discovery Bay CSD

Discovery Bay, Ca

September 29, 2010

To Supervisor Mary N. Piepho, District 3

Quarterly Report for the month of July, August and September 2010

July:

Vice chair reported that the staff reports to be accepted. Mr. Jackson also accepted the motion that the standards of the E.O.C. were within guide line of the State of California. The motion carried and was voted in.

By laws to be changed as needed within the 3 year span.

Several Youth Summits were held in the month of May in Richmond, Ca.

Brentwood "Place of Learning" has received funding through the "Headstart Program". Exact amount unknown at present.

August:

Originally no meeting was to occur, but it was decided that we would volunteer to and for the "GRIP" program in Richmond, Ca one evening. Everyone had a good time serving meals at the "GRIP" shelter that future volunteer services would be provided by the members of the E.O.C. board.

September:

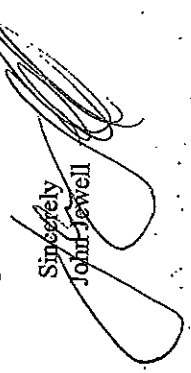
The September meeting was set up with "Headstart" program and the E.O.C. in Concord, Ca. It was the ground work for both units to vote into office new officers. The meeting held under the guidance of Joe Valentine and Pat Stroh.

Clarification of new rules and guidelines were the main object for the new year 2010-2011. Also the certification of the newly elected officers for the E.O.C. were enacted in a motion of voting under the Brown Act, and open voting was the event to usher Mr. Jackson into the position as new Chair. We had enough of a quorum to vote.

Several members of the E.O.C. were absent during this day meeting in September. All had prior engagements on this Saturday on September 26, 2010.

I will make a inspection tour of the I.L.S.P. (Independent Living Skill Program) in Martinez in October 2010. A follow up report will be mailed to you after I report to the E.O.C. board.

Sincerely,  
John Jewell





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

Received 10/15/10  
emailed to Secd. Staff & SM  
Att [Signature]  
CNS Jones

## COMMITTEES

- Internal Operations Committee
- Delta Protection Commission
- Transportation, Water & Infrastructure Committee
- Ti Valley Transportation Committee
- Local Agency Formation Commission
- Central Contra Costa Solid Waste Authority
- Airport Committee
- Association of Bay Area Governments
- Contra Costa Regional Medical Center Joint Services Committee
- Dougherty Valley Oversight Committee
- South West Area Transportation

October 12, 2010

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

Dear ~~President~~ *Kevin Graves* and Members,

Please find enclosed correspondence from Catherine Kutsuris, Director of the Contra Costa County Department of Conservation and Development, to the Liberty Union High School District regarding the postponement of the certification of the 4<sup>th</sup> High School Environmental Impact Review.

Additionally expressed within the letter is Supervisor Glover and my continued willingness to collaborate with the School District and local jurisdictions on the expansion of the District's facilities.

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

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

Sincerely,

MARY NEJEDLY PIEPHO  
County Supervisor, District III

MNP: kc

# Department of Conservation & Development

County Administration Building  
651 Pine Street  
North Wing, Fourth Floor  
Martinez, CA 94553-1229  
Phone: 925-335-1260

September 9, 2010

Jerry Glenn, Superintendent  
Liberty Union High School District  
1050 Neroly Road  
Oakley CA 94561-3843

RE: Status of District School Expansion Plans

Dear Superintendent Glenn:

I am writing to express the County's gratitude for the postponement of the certification of the 4<sup>th</sup> High School Environmental Impact Review at the August 25<sup>th</sup> Board of Trustees meeting.

I also would like to offer the County's assistance in evaluating any alternate sites the District might be considering for the 4<sup>th</sup> High School. This will provide an opportunity for us to continue working together to ensure that future sites will meet both the District's needs and the local community's needs in terms of infrastructure, access and safety.

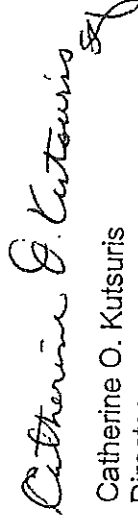
Supervisor Mary Piepho and Supervisor Federal Glover are willing to facilitate this continued collaboration between the District and local jurisdictions on expansion of District facilities. We hope you will welcome this opportunity to further our mutual goals as we plan for growth in eastern Contra Costa County.

In addition, I would appreciate it if you could have your staff inform the County on the status of the Final EIR and the District's property at Delta Road and Sellers Avenue. This information will help us allocate our staff resources appropriately.

Please contact me or John Cunningham of my staff on the status of these issues, and also let us know if you are interested in a collaborative evaluation of alternate sites facilitated by Supervisor Piepho and Supervisor Glover, so we may update the Board of Supervisors on these critical matters. You can reach John Cunningham at (925) 335-1243.

Thank you in advance for your response and your assistance.

Sincerely,

  
Catherine O. Kutsuris  
Director

cc: District III Office  
District V Office  
S. Goetz, DCD  
J. Bueren, PWD  
R. Willis, City of Oakley  
C. McCann, City of Brentwood  
R. Valverde, LUHSD  
W. Reeves, LUHSD

Contra  
Costa  
County



Catherine O. Kutsuris  
Director



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

Received 10/15/10  
emailed to Board, Stacey Smith  
RH 12/10  
CNP/CAP

COMMITTEES

- Internal Operations Committee
- Delta Protection Commission
- Transportation, Water & Infrastructure Committee
- Tri Valley Transportation Committee
- Local Agency Formation Commission
- Central Contra Costa Solid Waste Authority
- Airport Committee
- Association of Bay Area Governments
- Contra Costa Regional Medical Center Joint Services Committee
- Dougherty Valley Oversight Committee
- South West Area Transportation

October 13, 2010

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

Dear President Graves and Members,

Please find enclosed correspondence from the Public Works Department regarding the current status of the Floodplain Designation in the Discovery Bay Area.

As noted the Federal Emergency Management Agency (FEMA) issued a Letter of Map Revision (LOMR) in October 2009. On July 16, 2010 FEMA issued new preliminary Digital FIRMS which officially corrected the error.

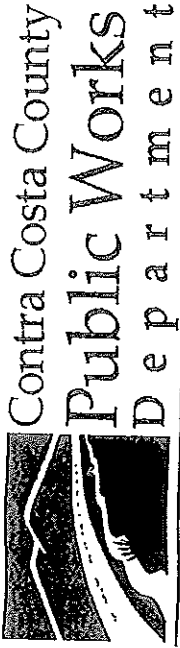
Please feel free to contact my office regarding this or any additional matter at (925) 240-7260.

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

Sincerely,

MARY NEJEDLY PIEPHO  
County Supervisor, District III

MNP: kc



Contra Costa County  
Public Works  
Department

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

## Memo

**DATE:** September 28, 2010  
**TO:** *Julia Bueren* Supervisor Mary Piepho, District III  
**FROM:** *Julia Bueren* Julia R. Bueren, Public Works Director  
**SUBJECT:** Current Status of Floodplain Designations in the Discovery Bay Area

### Background

This is a follow up to the Federal Emergency Management Agency (FEMA) issues that have affected East County, and in particular the Discovery Bay area. On June 16, 2009, FEMA issued new Flood Insurance Rate Maps (FIRMs) for Contra Costa County, which was reported to the Board on June 2, 2009. FEMA's new Digital FIRMs (DFIRMs) included mapping inaccuracies that added properties into the Floodplain in error. We have worked closely with Reclamation District 800 (RCD 800) and FEMA to correct these errors. On October 2, 2009, FEMA issued a Letter of Map Revision (LOMR) that for the most part corrected these errors (Case N 09-09-2460A). The purpose of this memo is to give you an update on our efforts to finally correct this situation for the Discovery Bay community.

### Floodplain Map Revisions

On July 16, 2010, FEMA issued new preliminary DFIRM panels that will officially correct all of these errors. These maps are currently in their 90 day review period and then will go through a six month appeal period. It is very unlikely that anyone will appeal these corrected maps. Assuming there are no appeals, on or about May 16, 2011, these new DFIRMs should become "law" and all of Discovery Bay will be officially removed from a FEMA designated Floodplain of Special Flood Hazard Area.

If you have questions regarding this issue, please feel free to contact Rich Lierly, Floodplain Manager, directly at (925) 313-2348 or email: [rlie@pw.cccounty.us](mailto:rlie@pw.cccounty.us).

JRB:RMA\RLVz

G:\flood\Floodplain Management\2010\db9-1-10dbfirm.jburen mem.doc

C: Members, Board of Supervisors  
David Twa, County Administrator  
Mitch Avalon, Deputy Director  
Rich Lierly, Flood Control  
Ken Dahl, Engineering Services  
Bob Hendry, Application and Permit Center  
Michele Wara, Administration



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

Received 10/15/10  
emailed to Board, Staff & GI  
RH [initials]  
CNP/CMS

### COMMITTEES

- Internal Operations Committee
- Delta Protection Commission
- Transportation, Water & Infrastructure Committee
- Tri Valley Transportation Committee
- Local Agency Formation Commission
- Central Contra Costa Solid Waste Authority
- Airport Committee
- Association of Bay Area Governments
- Contra Costa Regional Medical Center Joint Services Committee
- Dougherty Valley Oversight Committee
- South West Area Transportation

October 13, 2010

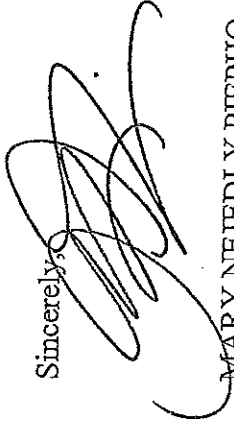
Kevin Graves, President  
Town of Discovery Bay CSD  
1800 Willow Lake Road  
Discovery Bay, CA 94505

Dear President Graves and Members,

Please find here within correspondence from the Contra Costa County Mental Health Commission regarding their support for the proposed Bonita House Knightsen Facility Application.

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

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

Sincerely,  


MARY NEJEDLY PIEPHO  
County Supervisor, District III

MNP: kc



CONTRA COSTA  
HEALTH SERVICES

1340 Arnold Drive, Suite 200  
Martinez, California 94553  
Ph (925) 957-5140  
Fax (925) 957-5156



CONTRA COSTA COUNTY  
MENTAL HEALTH  
COMMISSION

*The Contra Costa County Mental Health Commission has a dual mission: 1) To influence the County's Mental Health System to ensure the delivery of quality services which are effective, efficient, culturally relevant and responsive to the needs and desires of the clients it serves with dignity and respect; and 2) to be the advocate with the Board of Supervisors, the Mental Health Division, and the community on behalf of all Contra Costa County residents who are in need of mental health services.*

September 17, 2010

Supervisor John Gioia  
Board of Supervisors, Chair, District I  
11789 San Pablo Avenue, Suite D  
El Cerrito, CA 94530

Re: Support of the Bonita House Knightsen Facility Application

Dear Supv. Gioia:

At the regular monthly meeting of the Contra Costa Mental Health Commission on August 12, 2010, the Commission voted (11-0-0) to support the Planning Commission's approval of the Bonita House Knightsen land use permit application under appeal to the Board of Supervisors.

**Background**

This recommendation follows public testimony by family members, NAMI members and mental health advocates at the July 13, 2010 Planning Commission meeting and the subsequent appeal filed by neighbors following approval of the permit by the Commission at that meeting.

At the April 12, 2010 "Raising the Roof" forum held at the Board of Supervisors chambers it was noted that; The #1 concern of all public mental health clients and their family member in Contra Costa County was the need for housing. Due to the lack of available housing in Contra Costa County many people have to leave their families to get housing outside the County. The County has lost over 100 housing slots over the past nine years due to a lack of public funding. An 18 unit housing facility in Clayton donated by the Clayton Valley Presbyterian Church and operated by the non-profit organization Eden Housing has a waiting list over 2 years long.

Housing for people living with a mental illness is sorely lacking in East County. No matter where a site is proposed for the facility there will be public opposition. This proposal is made possible without public funds.



The Contra Costa County Mental Health Commission is appointed by the Board of Supervisors to advise them on all matters related to the county's mental health system, in accordance with mandates set forth in the California State Welfare & Institutions Code, Sections 5604 (a) (1)-5605.5. Any comments or recommendations made by the Mental Health Commission or its individual members do not represent the official position of the county or any of its officers.

NO BACK UP  
DOCUMENTATION  
FOR THIS AGENDA  
ITEM # K