



TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT  
AGENDA PACKET

For the Meeting of Wednesday  
April 3, 2013

7:00P.M. Regular Meeting

District Office  
1800 Willow Lake Road



# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

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

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## NOTICE OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY

Wednesday April 3, 2013

REGULAR MEETING 7:00 P.M.

1800 Willow Lake Road, Discovery Bay, California

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

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

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

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

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

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

#### C. PRESENTATIONS

#### D. AREA AGENCIES REPORTS / PRESENTATION

1. Sheriff's Office Report
2. CHP Report
3. Fire District Report
4. East Contra Costa Fire Protection District Report
5. Supervisor Mary Piepho, District III Report

#### E. COMMITTEE/LIAISON REPORTS

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

\*\*These meetings are held Quarterly

#### F. CONSENT CALENDAR

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

1. DRAFT Minutes of previous regular meeting dated March 20, 2013
2. Approve Register of District Invoices

#### G. PUBLIC HEARING to Consider the Following

1. Adopt Ordinance No. 23 Establishing Compensation for the Board of Directors and Adopt Resolution No. 2013-07 Amending Bylaws for Board Compensation

#### H. NEW BUSINESS AND ACTION ITEMS

1. Approve Purchase of 17 Solar Pathway Lights for the Cornell Park Solar Lighting Project
2. Award of Contract to Wingard Engineering for the Cornell Park Lighting Upgrade Project
3. Discovery Bay Community Center Swimming Pool Repair
4. Agency Comment Request – Development Plan Application – County File No. DP13-3002
5. Discovery Bay Influent Pump Station, Pump Station W Modifications, and Emergency Storage Lagoon Capital Improvement Program Project
6. Community Center Advisory Committee Appointment of at-large Committee Member

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

**J. MANAGER'S REPORT**

**K. GENERAL MANAGER'S REPORT**

1. Municipal Service Review Draft Response
2. Workshop Options

**L. DISTRICT LEGAL COUNSEL REPORT**

**M. COMMITTEE UPDATES does Rick want to add Discussion and Possible Action**

1. Approved minutes from the Community Center meeting dated March 12, 2013
2. Community Center Status Report (No written report)

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

1. R – Department of Conservation and Development regarding Wireless Facility Ordinance County File #ZT13-0001

**O. PUBLIC RECORD REQUESTS RECEIVED**

**P. FUTURE AGENDA ITEMS**

**Q. ADJOURNMENT**

1. Adjourn to the next regular meeting on April 17, 2013 starting at 7:00 p.m. at 1800 Willow Lake Rd – Located behind the Delta Community Presbyterian Church.

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

"Materials related to an item on the Agenda submitted to the Town of Discovery Bay 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."



No Back Up  
Documentation For  
Agenda Item # C



No Back Up  
Documentation For  
Agenda Item # D



No Back Up  
Documentation For  
Agenda Item # E



# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

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

**MINUTES OF THE REGULAR MEETING  
OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY**  
Wednesday March 20, 2013  
REGULAR MEETING 7:00 P.M.  
1800 Willow Lake Road, Discovery Bay, California  
Website address: [www.todb.ca.gov](http://www.todb.ca.gov)

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

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

Call business meeting to order – 7:00 p.m. by President Tetreault  
Pledge of Allegiance – Led by President Tetreault  
Roll Call – All Present

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

None

**C. PRESENTATIONS**

1. **Presentation Regarding Development Project Status, including Pantages Bays and Newport Pointe John Osborne** – Provided an update on item C-1. There was discussion between the General Manager, John Osborne, and the Board.

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

**Director Pease** – Provided the report and details of the TriLink Policy Advisory Committee Meeting #2 dated March 14, 2013.

**E. CONSENT CALENDAR**

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

1. DRAFT Minutes of previous special meeting dated March 6, 2013
2. DRAFT Minutes of previous regular meeting dated March 6, 2013
3. Approve Register of District Invoices

**Motion by:** Vice-President Simon to approve the Consent Calendar

**Second by:** Director Graves

**Vote:** Motion Carried – AYES: 5, NOES: 0

**F. NEW BUSINESS AND ACTION ITEMS**

1. **Approve Purchase of 17 Solar Pathway Lights for the Cornell Park Solar Lighting Project**

**General Manager Howard** – Provided the details of item F-1. There was discussion between the General Manager, the Water and Wastewater Manager, and the Board. This item has been moved to the next meeting of April 3, 2013.

2. **Approve and Adopt Resolution 2013-06 Adopting Town of Discovery Bay Vehicle Use Policy**

**General Manager Howard** – Provided the details of item F-2. There was discussion between the General Manager and the Board.

**Motion by:** Director Graves to adopt Resolution 2013-06 for the Town of Discovery Bay Vehicle Use Policy

**Second by:** Vice-President Simon

**Vote:** Motion Carried – AYES: 5, NOES: 0

3. **Purchase of Grinder for the Belt Press Installation Project**

**General Manager Howard** – Provided the details of item F-3. There was discussion between the General Manager and the Board.

**Motion by:** Vice-President Simon to authorize the purchase of the Grinder for the Belt Press installation project not to exceed the amount of \$22,655.97

**Second by:** Director Pease

**Vote:** Motion Carried – AYES: 5, NOES: 0

**4. Authorize Water and Wastewater Rate Studies for the periods FY 2013/14 through FY 2016/17 with Bartle Wells Associates in an amount not to exceed \$33,125.00**

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

**Bartle Wells Associates Financial Analyst Allison Lechowicz** – Provided additional details of item F-4. There was discussion between the Financial Analyst, the General Manager, Legal Counsel, and the Board. There was one Public Comment Speaker.

**Motion by:** Director Pease to approve contract with Bartle Wells Associates to conduct the necessary Water and Wastewater Rate Studies for the periods FY 2013/14 through FY 2016/17 in an amount not to exceed \$33,125.00 and authorize the General Manager to execute all contract documents

**Second by:** Director Graves

**Vote:** Motion Carried – AYES: 5, NOES: 0

**5. Discovery Bay Community Center Swimming Pool Repair**

**General Manager Howard** – Provided the details of item F-5. There was discussion between the General Manager and the Board. There was one Public Comment Speaker. This item has been moved to the next meeting of April 3, 2013.

**G. VEOLIA REPORT**

**1. Veolia Report for February 2013**

**Project Manager Fermin Garcia** – Provided the details of the February 2013 Monthly Operations Report. There was discussion between the Project Manager and the Board.

**H. MANAGER'S REPORTS**

None

**I. GENERAL MANAGER'S REPORT – Discussion and Possible Action**

**1. Brent Ives Consulting**

**General Manager Howard** – Provided information regard the Municipal Service Review (MSR) through LAFCO and that the item will be on the April 3, 2013 Agenda. Provided the details of item I-1. There was discussion between the General Manager and the Board.

**Motion by:** Director Pease to direct Staff to schedule a date for a Board Workshop with Brent Ives Consulting Services

**Second by:** Director Graves

**Vote:** Motion Carried – AYES: 5, NOES: 0

**J. DISTRICT LEGAL COUNSEL REPORT**

**Legal Counsel Schroeder** – Stated that he will not be at the next meeting and that Legal Counsel Rod Attebery will be attending.

**K. COMMITTEE UPDATES**

1. Approved minutes from the Community Center meeting dated February 25, 2013

2. Community Center Status Report (No written report)

**General Manager Howard** – Provided details of item K-2. Also, provided an update on the Discovery Bay Community Center class schedule.

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

1. R – Contra Costa Aviation Advisory Committee meeting minutes dated January 10, 2013

2. R – East Contra Costa Fire Protection District meeting minutes dated February 4, 2013

3. R – County Supervisor Piepho letter regarding National Flood Insurance Program dated February 27, 2013

**M. PUBLIC RECORD REQUESTS RECEIVED**

**N. FUTURE AGENDA ITEMS**

1. Consensus from the Community Center meeting on March 25, 2013 relative to the other Fitness Center

**O. ADJOURNMENT**

The meeting adjourned at 8:30 p.m. to the next Regular meeting of April 3, 2013 starting at 7:00 p.m. at 1800 Willow Lake Road.

//cmc – 03.21.13

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



# Town of Discovery Bay

*"A Community Services District"*

## AGENDA REPORT

**Meeting Date**

April 03, 2013

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

*RH*

### Agenda Title

Approve Register of 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** \$ 536,361.78

**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 2012/2013  
Request For Authorization to Pay Invoices for the Discovery Bay Lighting & Landscape District # 8 2012/2013  
Request For Authorization to Pay Invoices for the Discovery Bay Lighting & Landscape District # 9 2012/2013

AGENDA ITEM: F-2

**Request for authorization to pay invoices (RFA)**  
**For the Meeting on April 03, 2013**  
**Town of Discovery Bay CSD**  
**For Fiscal Year's 7/12 - 6/13**

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
<b>Administration</b>				
A & L Western Agricultural Labs, Inc.	148841	Soil Package (Z57,61)	03/13/13	\$324.00
Bill Pease	Mar-13	Expense Report March 2013	03/27/13	\$300.00
Bill Pease	Mar-13	Expense Report March 2013	03/27/13	\$46.55
Brut Force Janitorial	3	Janitorial Services March 2013	03/04/13	\$200.00
Brut Force Janitorial	3	Janitorial Services March 2013 (Z57,Z61)	03/04/13	\$50.00
Chris Steele	Mar-13	Expense Report March 2013	03/27/13	\$500.00
County of Contra Costa Public Works Dept	917033	Encroachment Permit, Newport Dr (Z61)	03/14/13	\$217.71
County Of Contra Costa, Dept of Info Tec	8060	Data Processing Charge for Feb 2013	03/14/13	\$43.06
Discovery Bay Designs	875	Logo Apparel	03/13/13	\$27.02
Express Employment Professionals	12222756-4	Admin Asst Week Ending 03/03/13 (Z57,Z61)	03/06/13	\$381.92
Express Employment Professionals	12275176-1	Admin Asst Week Ending 03/17/13 (Z57,Z61)	03/20/13	\$381.92
Freedom Mailing Service, Inc	22219	Water Billing March 2013	03/12/13	\$1,160.98
Got-A-Party Inc.	24369	Earth Day Rentals	03/07/13	\$166.10
Hector Gonzales	5308 GOLD CREEK	Closed Account, Refund Overpayment	03/25/13	\$58.30
John Gomez	5222 FERN RIDGE	Closed Account, Refund Overpayment	03/26/13	\$84.21
Kevin & Lisa Brown	221 WHITMAN	Closed Account, Refund Overpayment	03/25/13	\$67.60
MailFinance	N3873560	Postage Machine Lease April-May 2013	03/18/13	\$69.68
Mark Simon	Mar-13	Expense Report March 2013	03/27/13	\$300.00
Mike Conley	3643 SAILBOAT	Closed Account, Refund Overpayment	03/25/13	\$9.84
Neopost (Postage Account)	7900044908384658/031	Postage	03/07/13	\$131.69
Neumiller & Beardslee	254835	General Services through 02/28/13	03/18/13	\$4,671.58
Neumiller & Beardslee	254835	Litigation Services through 02/28/13	03/18/13	\$86.00
Neumiller & Beardslee	254838	Hofmann v. TODB	03/18/13	\$1,936.25
Odyssey Landscape Co, Inc.	36038527	Monthly Maintenance (Z35,Z57,Z61)	03/20/13	\$7,397.53
Office Depot	643448166001	Office Supplies	01/31/13	\$9.21
Office Depot	646880672001	Office Supplies	02/22/13	\$100.03
Office Depot	647755005001	Office Supplies	02/28/13	\$70.58
Office Depot	648780374001	Office Supplies	03/08/13	\$75.88
Office Depot	649018205001	Earth Day-Office Supplies	03/15/13	\$27.78
Office Depot	649018205001	Office Supplies	03/15/13	\$56.35
ParcelQuest	8125/812532013	CCC Data & Map Renewal	03/04/13	\$858.60
QuickFixx Entertainment	4202013	Earth Day-Musical Entertainment	03/18/13	\$500.00
Ray Tetreault	Mar-13	Expense Report March 2013	03/27/13	\$300.00
ReliaStar Life Insurance Company	#JR52 457(B) 041513	457(b) 03/16/13-04/15/13	03/16/13	\$3,025.34
Richie Lynn	6800 NEW MELONES	Closed Account, Refund Overpayment	03/25/13	\$68.25
SDRMA	12648	Ancillary Benefits April 2013	03/25/13	\$487.64
Shred-It	9401654632	Shredding Service dated 03/07/13	03/07/13	\$71.95
Some Gave All	Mar-13	Expense Report March 2013	03/27/13	\$600.00
Some Gave All	Mar-13	Expense Report March 2013	03/27/13	\$62.15
Star Awards	13-3-005	Directors Plates & Badges	03/18/13	\$162.81
Steven & Carrie Lenthe	6048 SENECA	Closed Account, Refund Overpayment	03/25/13	\$56.10
Upper Case Printing, Ink.	6851	Envelopes, back bill printing for Water Bills	03/20/13	\$1,559.00
Watersavers Irrigation Inc.	1311107-00	Slifer Park Enhancement (Z61)	03/26/13	\$160.88
Watersavers Irrigation Inc.	1311116-00	Slifer Park Enhancement (Z61)	03/26/13	\$56.42
			<b>Administration</b>	<b>Sub-Total</b>
				<b>\$26,920.91</b>

**Water**

Ace Armature	3260	Well 5 Repair	03/05/13	\$10,610.82
Ace Armature	3283	Onsite Trouble Shooting for Pump	03/12/13	\$462.50
American Retrofit Systems	294	Willow Lake Rater Plant Filter Valve	03/04/13	\$100.00
American Retrofit Systems	305	Repair Light Fixtures Booster	03/11/13	\$140.00
American Retrofit Systems	309	Repair Well 4 Controls	03/20/13	\$120.00
American Retrofit Systems	310	Check Newport Plant Back Wash Pumps	03/20/13	\$200.00
Brut Force Janitorial	3	Janitorial Services March 2013	03/04/13	\$20.00
California Department of Public Health	1350037	Water System Fees July 2012-Dec 2012	03/21/13	\$1,638.00
Deutsche Bank	JUNE 2013 DEBT SER	Bond Debt Service Payment June 1 2013	04/01/13	\$41,620.41
Express Employment Professionals	12222756-4	Laborer Week Ending 03/03/13	03/06/13	\$230.27
Express Employment Professionals	12222756-4	Admin Asst Week Ending 03/03/13	03/06/13	\$76.38

Express Employment Professionals	12250608-2	Laborer Weed Ending 03/10/13	03/13/13	\$287.84
Express Employment Professionals	12275176-1	Laborer Week Ending 03/17/13	03/20/13	\$287.84
Express Employment Professionals	12275176-1	Admin Asst Week Ending 03/17/13	03/20/13	\$76.38
H2Flo	2198	Backflow Prevention Assembly Testing	03/18/13	\$145.00
J.W. Backhoe & Construction, Inc.	1858	Leak on Discovery Bay Blvd	03/18/13	\$1,814.60
J.W. Backhoe & Construction, Inc.	1862	Leak on Beaver Lane	03/20/13	\$4,124.95
Luhdorff & Scalmanini	28574	Well 1B Testing	02/28/13	\$525.00
Neumiller & Beardslee	254094	SWWC Litigation Serviced through 01/31/13	02/19/13	\$9,900.36
Neumiller & Beardslee	254837	SWWC Litigation Services Through 02/28/13	03/18/13	\$2,193.99
Pacific Gas & Electric	29437218075/031213	Electric & Gas Bill 02/08/13-03/12/13	03/12/13	\$15,303.26
Paul E. Vaz Trucking, Inc.	24169	Hauling & Material 03/18/13	03/22/13	\$582.80
Paul E. Vaz Trucking, Inc.	24170	Hauling 03/18/13	03/22/13	\$784.26
ReliaStar Life Insurance Company	#JR52 457(B) 041513	457(b) 03/16/13-04/15/13	03/16/13	\$287.50
SDRMA	12648	Ancillary Benefits April 2013	03/25/13	\$12.32
Univar	SJ538562	Chemicals Delivered 02/28/13	02/28/13	\$310.46
Univar	SJ540832	Chemicals Delivered 03/14/13	03/14/13	\$271.66
Univar	SJ540833	Chemicals Delivered 03/14/13	03/14/13	\$288.90
Veolia Water North America	25926	Monthly O&M March 2013	03/05/13	\$38,628.79

**Water Sub-Total \$131,044.29**

**Wastewater**

American Retrofit Systems	308	Drives at Lift Station	03/20/13	\$300.00
Barbara Slifer	4660 SPINNAKER	Reimb. for Sewer Main Clog	03/20/13	\$120.00
Brut Force Janitorial	3	Janitorial Services March 2013	03/04/13	\$30.00
Deutsche Bank	JUNE 2013 DEBT SER	Bond Debt Service Payment June 1 2013	04/01/13	\$212,663.05
Express Employment Professionals	12222756-4	Laborer Week Ending 03/03/13	03/06/13	\$345.41
Express Employment Professionals	12222756-4	Admin Asst Week Ending 03/03/13	03/06/13	\$114.58
Express Employment Professionals	12250608-2	Laborer Weed Ending 03/10/13	03/13/13	\$431.76
Express Employment Professionals	12275176-1	Admin Asst Week Ending 03/17/13	03/20/13	\$114.58
Express Employment Professionals	12275176-1	Laborer Week Ending 03/17/13	03/20/13	\$431.76
Neumiller & Beardslee	254094	SWWC Litigation Serviced through 01/31/13	02/19/13	\$14,850.54
Neumiller & Beardslee	254835	Legal Services through 02/28/13	03/18/13	\$70.00
Neumiller & Beardslee	254837	SWWC Litigation Services Through 02/28/13	03/18/13	\$3,291.00
Pacific Gas & Electric	73121157587/032113	Electric & Gas Bill 02/08/13-03/12/13	03/21/13	\$21,754.07
ReliaStar Life Insurance Company	#JR52 457(B) 041513	457(b) 03/16/13-04/15/13	03/16/13	\$150.00
SDRMA	12648	Ancillary Benefits April 2013	03/25/13	\$9.31
Stantec Consulting Services Inc	670198	Final Edits to Master Plan	03/13/13	\$1,707.97
Town of Discovery Bay CSD	9-900-000-012-0.01	Water Bill 02/01/13-02/28/13	02/28/13	\$6.44
Van De Pol Enterprises, Inc.	0303376-IN	Diesel Fuel	03/07/13	\$343.99
Van De Pol Enterprises, Inc.	0303383-IN	Diesel Fuel	03/07/13	\$1,014.87
Veolia Water North America	25926	Monthly O&M March 2013	03/05/13	\$57,943.20

**Wastewater Sub-Total \$315,692.53**

**Community Center**

Neumiller & Beardslee	254835	Legal Services through 02/28/13	03/18/13	\$936.50
Neumiller & Beardslee	254836	Community Center Services through 02/28/13	03/18/13	\$5,977.00

**Community Center Sub-Total \$6,913.50**

**Grand Total \$480,571.23**

**Request For Authorization To Pay Invoices (RFA)**  
**For the Meeting on April 03, 2013**  
**Town of Discovery Bay, D.Bay L&L Park #8**  
**For Fiscal Year's 7/12 - 6/13**

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
A & L Western Agricultural Labs, Inc.	148841	Soil Package	03/13/13	\$144.00
American Retrofit Systems	291	Community Center-Tennis Court Lights	03/04/13	\$1,485.00
American Retrofit Systems	292	Community Center-Electric Panel, New GFI, Pool Time Clock	03/04/13	\$780.00
American Retrofit Systems	293	Community Center-Front Pole Lights	03/04/13	\$500.00
American Retrofit Systems	295	Community Center-Install New Licking Thermostats	03/04/13	\$325.00
American Retrofit Systems	296	Community Center-Replace Exit Signs	03/04/13	\$325.00
American Retrofit Systems	297	Community Center-Repairs to Equipment	03/04/13	\$200.00
American Retrofit Systems	298	Community Center-Install Extensions and outlets	03/04/13	\$120.00
American Retrofit Systems	301	Community Center-Install Light fixtures, ground boxes, j box	03/09/13	\$590.00
American Retrofit Systems	302	Community Center-Install TV Monitor	03/09/13	\$250.00
American Retrofit Systems	304	Community Center-Install GFI Outlets, Straps on Water Heater	03/11/13	\$240.00
Antioch Plumbing Inc.	6314	Community Center-Replace Faucet, Fix Showers	02/20/13	\$335.64
Aramark Uniform Services	517-1240058	Community Center-Mat Service	03/08/13	\$227.18
Aramark Uniform Services	517-1256883	Community Center-Mat Service	03/22/13	\$235.14
Bay Area News Group	2005834/605528	Adopted Ordinance for Parks Rules & Regs	02/28/13	\$54.17
Big Dog Computer	BDC32945	Community Center-Set Up	02/25/13	\$846.96
Brut Force Janitorial	3	Janitorial Services March 2013	03/04/13	\$335.00
Cintas	54038616	Community Center-Carpet Cleaning	02/22/13	\$750.00
Delta Fence Company, Inc.	24086	Community Center-Fence Panels	03/05/13	\$3,027.15
DIRECTV	20063703942	Community Center-Monthly Bill March 2013	03/20/13	\$126.98
Discovery Bay Designs	877	Community Center-Logo Apparel	03/20/13	\$482.24
Discovery Bay Disposal	17-0001966/022813	Com 2 YD Bin	02/28/13	\$285.57
Discovery Locks & More, Inc.	9808	Community Center-Locks and Keys	03/05/13	\$270.48
Express Employment Professionals	12222756-4	Admin Asst Week Ending 03/03/13	03/06/13	\$190.96
Express Employment Professionals	12222780-4/030613	Community Center-Club Assoc	03/06/13	\$1,648.56
Express Employment Professionals	12250608-2	Admin Asst Week Ending 03/10/13	03/13/13	\$963.76
Express Employment Professionals	12250628-0	Community Center-Club Assoc Week Ending 03/10/13	03/13/13	\$1,690.08
Express Employment Professionals	12275176-1	Admin Asst Week Ending 03/17/13	03/20/13	\$190.96
Express Employment Professionals	12275200-9	Community Center-Club Assoc Week Ending 03/17/13	03/20/13	\$1,719.71
Fairin Perez	Mar-13	Expense Report March 2013	03/11/13	\$74.18
Flynn Architecture	801	Community Service-Architecture Service	01/07/13	\$1,351.20
Gates & Associates	34625	Cornell Park Improvements, Solar Lighting	03/07/13	\$395.37
Melinda Esau	100	Community Center-Instructor	03/18/13	\$210.00
National Aquatic Services, Inc.	2013-150	Community Center-Chlorine Treatment	03/25/13	\$148.64
Neumiller & Beardslee	254835	Legal Services through 02/28/13	03/18/13	\$173.50
Odyssey Landscape Co, Inc.	36038487	Community Center-Misc Irrigation Repairs	02/28/13	\$808.00
Office Depot	646462618001	Community Center-Printer	02/21/13	\$429.65
Office Depot	646462956001	Community Center-Office Supplies	02/20/13	\$91.77
Office Depot	646880672001	Community Center-Office Supplies	02/22/13	\$7.18
Office Depot	646880736001	Community Center-Office Supplies	02/22/13	\$27.11
Office Depot	647755005001	Community Center-Office Supplies	02/28/13	\$47.08
Office Depot	647755172001	Office Supplies-Desk	02/28/13	\$169.17
Office Depot	647846615001	Community Center-Battery Backups	03/04/13	\$297.42
Office Depot	648780411001	Community Center-Office Supplies	03/09/13	\$216.99
Pacific Gas & Electric	08692589941/031113	Electric & Gas Bill 02/07/13-03/11/13	03/11/13	\$540.53
Pacific Gas & Electric	57028395986/031113	Electric & Gas Bill 02/12/13-03/11/13	03/11/13	\$839.72
Pacific Gas & Electric	59397344215/031813	Electric & Gas Bill 02/15/13-03/18/13	03/18/13	\$6,342.18
R & S Erection of Concord, Inc.	84098PR	Community Center-Pass door Repair	03/08/13	\$666.49
Sandra Ribar	32613	Community Center-Instructor	03/26/13	\$595.00
Sue Heidl	MARCH 2013 (1)	Community Center-Expense Report March 2013	03/21/13	\$33.00
Sue Heidl	MARCH 2013 (2)	Community Center-Expense Report March 2013	03/18/13	\$16.18
Sue Heidl	MARCH 2013 (3)	Community Center-Expense Report March 2013 Mileage	03/26/13	\$29.38
Susan Emmett	3	Community Center-Instructor	03/26/13	\$315.00
Tammy Cruze	32713	Community Center-Instructor	03/27/13	\$385.00
Town of Discovery Bay CSD	9-900-000-002-6.02	Water Bill from 02/01/13-02/28/13	02/28/13	\$336.12
Town of Discovery Bay CSD	9-900-000-004-2.01	Water Bill from 02/01/13-02/28/13	02/28/13	\$179.69
Town of Discovery Bay CSD	9-900-000-004-2.02	Water Bill from 02/01/13-02/28/13	02/28/13	\$53.18
Town of Discovery Bay CSD	9-900-000-004-2.03	Water Bill from 02/01/13-02/28/13	02/28/13	\$111.64
Town of Discovery Bay CSD	9-900-000-004-2.04	Water Bill from 02/01/13-02/28/13	02/28/13	\$39.97
Town of Discovery Bay CSD	9-900-000-004-2.05	Water Bill from 02/01/13-02/28/13	02/28/13	\$3.22
Town of Discovery Bay CSD	9-900-000-004-2.06	Water Bill from 02/01/13-02/28/13	02/28/13	\$101.21
Town of Discovery Bay CSD	9-900-000-004-2.07	Water Bill from 02/01/13-02/28/13	02/28/13	\$4.12
Town of Discovery Bay CSD	9-900-000-004-2.08	Water Bill from 02/01/13-02/28/13	02/28/13	\$4.12

Town of Discovery Bay CSD	9-900-000-004-2.09	Water Bill from 02/01/13-02/28/13	02/28/13	\$4.12
Town of Discovery Bay CSD	9-900-000-004-4.01	Water Bill from 02/01/13-02/28/13	02/28/13	\$22.91
Town of Discovery Bay CSD	9-900-000-004-4.02	Water Bill from 02/01/13-02/28/13	02/28/13	\$4.12
Town of Discovery Bay CSD	9-900-000-004-4.03	Water Bill from 02/01/13-02/28/13	02/28/13	\$107.56
Town of Discovery Bay CSD	9-900-000-004-4.04	Water Bill from 02/01/13-02/28/13	02/28/13	\$2.90
Town of Discovery Bay CSD	9-900-000-004-4.05	Water Bill from 02/01/13-02/28/13	02/28/13	\$16.83
Tricia Wisner	744501	Community Center-Instructor	03/01/13	\$210.00
Tricia Wisner	744503	Community Center-Instructor	03/15/13	\$210.00
Tricia Wisner	744504	Community Center-Instructor	03/27/13	\$175.00
Valley Crest Landscaping	3996991	Replacement of Missing Hunter	03/15/13	\$365.00
Valley Crest Landscaping	4155027	Landscape Maintenance Jan 2013	01/10/13	\$8,457.00
Valley Crest Landscaping	4190606	Irrigation Valve Replacement	02/26/13	\$283.00
Valley Crest Landscaping	4194824	Landscape Maintenance March 2013	03/10/13	\$8,457.00
Watersavers Irrigation Inc.	1305353-00	Community Center-Misc Supplies	03/12/13	\$67.26
Watersavers Irrigation Inc.	1309201-00	Community Center-Misc Parts	03/21/13	\$60.11
Watersavers Irrigation Inc.	1309316-11	Community Center-Misc Parts	03/21/13	\$52.34
			<b>Total</b>	<b>\$51,877.70</b>

**Request For Authorization To Pay Invoices (RFA)**  
**For the Meeting on April 03, 2013**  
**Town of Discovery Bay, D.Bay L&L Park #9 (Ravenswood)**  
**For Fiscal Year's 7/12 - 6/13**

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
A & L Western Agricultural Labs, Inc.	148841	Soil Package	03/13/13	\$108.00
Bay Area News Group	2005834/605528	Adopted Ordinance for Parks Rules & Regs	02/28/13	\$54.17
Brut Force Janitorial	3	Janitorial Services March 2013	03/04/13	\$50.00
Express Employment Professionals	12222756-4	Admin Asst Week Ending 03/03/13	03/06/13	\$190.96
Express Employment Professionals	12275176-1	Admin Asst Week Ending 03/17/13	03/20/13	\$190.96
Odyssey Landscape Co, Inc.	36038527	Monthly Maintenance	03/20/13	\$2,827.22
Office Depot	647755005001	Office Supplies	02/28/13	\$88.58
Office Depot	647755171001	Office Supplies	02/28/13	\$11.52
Office Depot	647755172001	Office Supplies-Desk	02/28/13	\$169.18
Office Depot	647755174001	Office Supplies	02/28/13	\$11.06
Pacific Gas & Electric	04033779523/031113	Electric & Gas Bill 02/07/13-03/10/13	03/11/13	\$56.46
Town of Discovery Bay CSD	9-900-000-004-3.01	Water Bill for 02/01/13-02/28/13	02/28/13	\$3.22
Town of Discovery Bay CSD	9-900-000-004-3.02	Water Bill for 02/01/13-02/28/13	02/28/13	\$121.70
Town of Discovery Bay CSD	9-900-000-004-3.03	Water Bill for 02/01/13-02/28/13	02/28/13	\$12.32
Watersavers Irrigation Inc.	1307931-00	Spray Head	03/18/13	\$9.61
Watersavers Irrigation Inc.	1309201-00	Cowhide Glove	03/21/13	\$7.89
			<b>Total</b>	<b>\$3,912.85</b>



# Town of Discovery Bay

*"A Community Services District"*

## AGENDA REPORT

**Meeting Date**

April 3, 2013

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

**Agenda Title**

Adopt Ordinance No. 23 Establishing Compensation for the Board of Directors and Adopt Resolution No. 2013-07 Amending Bylaws for Board Compensation

**Recommended Action**

Adopt Ordinance No. 23 of the Board of Directors of the Town of Discovery Bay Establishing Compensation for the Board of Directors and Adopt Resolution 2013-07 Amending Bylaws for Board Compensation

**Executive Summary**

On March 6, 2013, the Board conducted a Public Hearing and waived the first reading of a proposed ordinance amending the compensation for members of the Board of Directors. At the January 2, 2013 Regular Meeting of the Board, the Board voted to proceed with an Ordinance adjusting compensation in accordance with Government Code §61047 and Chapter 2 commencing with Section 20200 of Division 10 of the Water Code.

The proposed adjustment increases compensation \$15.00, to \$115.00 per day of service, and that no member shall receive compensation for more than six days of service in a month. A "day of service" is defined in Government Code §61047(e).

The adoption of the Ordinance shall take place immediately on April 3, 2013 and will become effective thirty days after the date of adoption.

Article III, Section 2 of the Bylaws have been amended to maintain consistency with the new Compensation Policy.

**Fiscal Impact:**

**Amount Requested** \$N/A

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

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

**Previous Relevant Board Actions for This Item**

December 5, 2012 and January 2, 2013 and March 6, 2013

**Attachments**

1. Ordinance No. 23; 2. Resolution No. 2013-07; 3. Amended Bylaws

**AGENDA ITEM: G-1**



**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT  
ORDINANCE NO. 23**

**AN ORDINANCE OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY  
ESTABLISHING COMPENSATION FOR THE BOARD OF DIRECTORS**

Be it ordained by the Board of Directors of the Town of Discovery Bay, A California Community Services District, as follows:

SECTION 1. The Board of Directors ("Board") of the Town of Discovery Bay (TODB) finds and declares that California Water Code §20200 and California Government Code §61047 provide that each director may be compensated for attendance at meetings and attendance at other activities for the District.

SECTION 2. The Board of Directors does hereby establish said compensation to be as follows:

1. One Hundred-Fifteen dollars (\$115.00) per District meeting, not exceeding six meetings per month; plus
2. One Hundred-Fifteen dollars (\$115.00) per day of service for performing duties for the TODB other than attending District meetings.
3. Board Members shall be limited to a maximum of Six Hundred-Ninety Dollars (\$690.00) per month in total compensation for District meetings attended and performing duties for the District under subsections 1 and 2.

SECTION 3. Ordinance No. 2 is hereby repealed.

PASSED AND ADOPTED this 3<sup>rd</sup> day of April 2013 by the following vote:

\_\_\_\_\_  
Ray Tetreault  
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 April 3, 2013 by the following vote of the Board:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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



**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 2013-07**

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

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

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

WHEREAS, the Bylaws of the Town of Discovery Bay were originally adopted by Resolution No. 98-07 on March 25, 1998, and were most recently amended by Resolution No. 2011-21 on November 2, 2011 respectively; and

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

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

SECTION 1. That the Bylaws of the Town of Discovery Bay are hereby amended as set forth in Article III, Section 2. Compensation, and is incorporated by this reference as though fully set forth herein.

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

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

PASSED, APPROVED AND ADOPTED THIS 3<sup>rd</sup> DAY OF April 2013.

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Ray Tetreault  
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 April 3, 2013 by the following vote of the Board:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

Richard J. Howard  
Board Secretary



**BYLAWS**  
**OF THE**  
**TOWN OF DISCOVERY BAY CSD**

**ARTICLE I**

**NAME**

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

**ARTICLE II**

**PURPOSE**

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

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

**ARTICLE III**

**BOARD OF DIRECTORS**

**Section 1. Board of Directors**

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

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

**Section 2. Compensation**

The Board may authorize each Director to receive compensation of One Hundred and Fifteen Dollars (\$115.00) for each meeting of the Board attended, and One Hundred Fifteen Dollars (\$115.00) for each day's service not to exceed Six Hundred Ninety Dollars (\$690.00) per month as provided in Government Code §61047 and Chapter 2 commencing with Section 20200 of Division 10 of the Water Code. Traveling and such other necessary expenses actually incurred in performing District Duties shall be reimbursed, and such reimbursement shall be in addition to the compensation specified herein consistent with the authorized Reimbursement and Travel Policy.

**Section 3. Vacancies**

- A. Vacancies on the Board shall be filled in accordance with Government Code § 1780.
- B. Vacancies shall be deemed to exist as provided in Government Code § 1770.

**Section 4. Resignation**

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

**ARTICLE IV**

**OFFICERS**

**Section 1. Elected Officers**

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

**Section 2. Terms and Responsibilities of Elected Officers**

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

**A. General Responsibilities of the Board President**

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

**B. General Responsibilities of the Vice-President**

- 1. Shall serve in the absence of the President.

**C. General Responsibilities of the President Pro-Tempore**

- 1. Shall serve in the absence of the President and the Vice-President.

## ARTICLE V

### APPOINTED OFFICERS

#### **Section 1. Appointed Officers**

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

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

#### **Section 2. General Responsibilities of the General Manager**

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

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

- A. Certify official documents and letters as required.
- B. Maintain the official files and records of the Board.
- C. Prepare the agenda for the Board meetings.
- D. Prepare and distribute minutes of the meeting of the Board.

- E. Maintain historical record and newspaper articles.
- F. Post agendas, minutes, public notices and proposed action documents as required by Board and government regulations.

## **ARTICLE VI**

### **MEETINGS**

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

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

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

#### **Section 2. Quorum**

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

#### **Section 3. Voting**

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

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

- A. Notices of Regular Meetings shall be pursuant to the Brown Act. Such notices shall specify the place, the day, and the hour of the meeting and accompanying the notice shall be a copy of the agenda for that meeting.
- B. Notices of Special Meetings shall be pursuant to the Brown Act. In the case of special meetings, the notice, written or by telephone, shall specify the specific nature of the business to be transacted.

## **ARTICLE VII**

### **PAYMENTS, CONTRACTS, AND REPORTS**

#### **Section 1. Payments**

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

#### **Section 2. Contracts**

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

#### **Section 3. Reports**

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

## **ARTICLE VIII**

### **PARLIAMENTARY AUTHORITY**

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

## **ARTICLE IX**

### **AMENDMENTS**

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



# Town of Discovery Bay

*"A Community Services District"*

## AGENDA REPORT

**Meeting Date**

April 3, 2013

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

### Agenda Title

Approve Purchase of 17 Solar Pathway Lights for the Cornell Park Solar Lighting Project

### Recommended Action

Approve the purchase of 17 Solar Pathway Light Units for the Cornell Park Solar Lighting Project in the amount of \$53,404.55 and authorize the General Manager to execute all contract documents

### Executive Summary

The Cornell Park Lighting Upgrade Project was approved by the Board of Directors as a part of the FY 2012/2013 Discovery Bay Lighting and Landscape Zone 8 Operating and Capital Budget. Construction Documents were completed and released for bid on March 6, 2013. The bid request excludes the purchase of the Solar Pathway Light Units; as significant savings can be realized by purchasing the units direct from the manufacturer.

These units are specified to match the existing units already successfully installed at Ravenswood Park. Sol is the manufacturer of the units and we are able to purchase direct. There are no other sources for the specified solar light units. A copy of the vendor warranty is attached.

The total approved project amount is \$110,000.00. Engineer estimates for the Construction portion of the project are approximately \$52,000.00. Design and engineering costs on the project totaled \$7,663.00. Final project budget is estimated at \$109,925.72.

At the Board meeting on March 20, 2013, this item was tabled in order to determine the cost of a traditional electric lighting system versus the proposed solar lighting system as identified and previously approved by the Board. Staff has identified the costs to replace the existing light poles and underground electrical connections and conduit with all new equipment. The engineer's estimate is approximately \$145,000.00 (see attached estimate).

Additionally, there are ongoing annual electrical costs of approximately \$2,200.00 for 400 watt light fixtures, or almost \$600.00 annually for LED lights.

Please note that the purchase amount requested for the Cornell Park Lighting Upgrade Project is for 16 lights at a cost of \$50,262.72. Included as a part of this purchase is an additional one light unit to be placed at the District offices and will not be billed to the Cornell Park Project. The building reserve fund will cover the cost of the light as one was removed during the Handicap Ramp Construction Project.

### Fiscal Impact:

**Amount Requested: \$53,404.55 (Zone 8, 4834 - \$50,262.72)**  
**(Building Reserve Fund - \$3,141.42)**

### Previous Relevant Board Actions for This Item

Approval of the FY 2012/13 Discovery Bay Lighting and Landscape Zone 8 Operating and Capital Budget  
Approval of Design Contract to Gates and Associates (Cornell Park) - September 5, 2012

### Attachments

1. Sol Quotation, dated March 11, 2013; 2. Sol Warranty Information; 3. Engineers Estimate for the Entire Lighting Replacement

**AGENDA ITEM: H-1**



Reliable. Renewable. Remarkable.  
 3210 S.W. 42nd Avenue  
 Palm City, Florida 34990, USA

# Quotation

Tel: (772) 286-9461  
 Fax: (772) 872-5321

Project Name: Cornell Park  
 Date: March 11, 2013

Account: Town of Discovery Bay  
 Representative: Scott Douglas  
 Based on Zip: 94505

Qty	Description	Qty	Price
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18 17	<b>SOL GreenWay™ Solar Lighting System</b> (Unit Price: \$2,902) GYZ-1GA5E20-G1H-1B-S2		<del>\$52,233</del> \$53,404.55
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w/Tax: \$3,141.42

Powder Coat: Bronze  
 Luminaire: Ascot Type V  
 Battery Box: Locking High  
 System Load: 20W  
 Battery Storage: 100 Ah  
 PV Load: 90W  
 Tilt: 45°  
 Arm: N/A  
 EPA: 8.3 ft² (0.8 m²)  
 Weight: 171.8 lbs (77.9 kg)  
 Options: Panel Pan  
 Motion Sensor

Cornell (16) \$50,262.72  
 District office (1) \$3141.83

Controller Settings  
 (AS20-Q1-044002-MS)

Mode: Split Night w/ Dim  
 Nights of backup: 5  
 Hrs after Dark: 4  
 Hrs before Dawn: 2  
 Dim level: 40

Pole

Overall Length: 24 ft (7.3m)  
 Max. Wind: 150 mph (241.5 kmh)  
 Max EPA: 16 ft² (1.5 m²)  
 Max Weight: 90 lbs (40.8 kg)  
 Material: Aluminum  
 Finish: Bronze  
 Installation: Embedded

Solar Outdoor Lighting Total Price **\$52,233**

Sales tax is not included.  
 Freight to contiguous 48 states and ports included.  
 Lead Time is 6-8 weeks after release for shipment.  
 Quote valid for 60 days.

**Comments**

## Terms and Conditions of Sale: (Rev 030810)

### Quotations and Orders

1. Quotation is in USD unless otherwise indicated and is based on information provided to SOL Inc. at time of quotation, i.e. location, application, operating profile, etc., and is the responsibility of purchaser to confirm that said information is accurate.
2. Orders are not considered accepted until Purchaser receives a written order confirmation from SOL Inc. Prices are firm for orders released to production within 90 days from issue date of quotation.
3. Unless otherwise noted, pricing is FOB Palm City, Florida USA with title to goods and risk of loss passing to Purchaser immediately upon shipment from SOL Inc.'s facility, and is exclusive of transportation, duties, VAT, sales tax, inspection fees, storage fees, or any other levies required by Local, State, Federal or Country law or regulations.
4. Unless otherwise noted, orders are considered to be released immediately to production; however, Purchaser may indicate on their purchase order that they require submittal drawings be sent out and returned to SOL Inc marked "Approved" or "Approved as Noted" prior to release to production. SOL Inc may also, at its sole discretion, require the Purchaser be sent submittal drawings that must be returned "Approved" or "Approved as Noted" before order is released to production. If submittals drawings are sent out by SOL Inc, all lead times will start from date the signed and approved submittal documentation is received.
5. Any submittals returned marked "Approved as Noted" or "Revise and Resubmit" may result in a pricing change which in turn will require either a Change Order or revised Purchase Order be sent to SOL Inc. before order is released to production or new submittal drawings are generated.
6. Unless otherwise noted, pricing is on current design, materials, and production methods. Solar lighting systems intended to match either an existing system or a previous project where the system(s) has shipped more than one (1) year previously that were not identified as such at time of quotation may be subject to a price increase not to exceed 20%.

### Payment

7. Payment is to be made in USD per the price and terms of the quotation and unless otherwise noted is 50% due at time of order and 50% due prior to shipment. Credit terms may be available to US-based purchasers based upon previous business transactions with SOL Inc and/or approval upon review of a completed credit application.
8. In the event a purchaser who has been afforded credit fails to pay in accordance within the stated payment terms, or if SOL Inc. has reasonable doubt regarding Purchaser's credit worthiness, SOL Inc will immediately: a. refuse to make any further deliveries except against cash payments, and/or terminate any contract with regard to future deliveries, and b. file the appropriate lien(s) against the purchaser 9. Purchaser shall not be entitled to withhold payment of any invoice by reason of any right of set-off or counter-claim.

### Cancellation and Returns

10. Cancellation charges of 15% or \$1500 (whichever is greater) will apply to orders cancelled in writing after 48 hours of either: a. Purchaser transmitting an order to SOL Inc, or b. receipt of submittal drawings marked "Approved or "Approved as Noted" for orders where submittal drawings were provided to Purchaser
11. Only standard items unopened and in their original packaging may be returned for credit. A minimum re-inspection and restocking fee of 25% shall apply, with credit being issued only after receipt and inspection of the returned items has been completed. Custom items, modified versions of standard items, or special finishes (i.e. not bronze, green, white, or black) are not returnable.
12. All returns for any reason must include a Returned Merchandise Authorization (RMA) number which is issued by SOL Inc. Shipping charges from Purchaser's location to SOL Inc. are the responsibility of Purchaser. SOL Inc. assumes no responsibility for any returns received without an associated RMA number.

### Freight and Delivery

13. Purchaser must make arrangements to properly receive, and if necessary, store the goods. If Purchaser refuses or fails to take delivery of the goods, they shall still be deemed to have been delivered and SOL Inc. shall be entitled to arrange storage either at its own premises or elsewhere on Purchaser's behalf and at Purchaser's risk and expense, subject to Item 14. Below.
14. Any transportation, unloading, reloading, storage or other fees incurred by SOL Inc. as a result of Purchaser's inability to take delivery of goods for any reason shall be the responsibility of the purchaser and shall be charged back to Purchaser at actual cost (inclusive of legal expenses) plus 18%, and shall be due immediately.
15. Delivery from SOL Inc. is to be in a single shipment unless otherwise noted on the Purchase Order. Poles may be shipped separately direct from supplier if supplier is other than SOL Inc.
16. Shipping lead times provided by Sol Inc at time of quotation and subsequently at order confirmation are based on many factors, some of which are out of the direct control of SOL Inc and as such are subject to change. Under no circumstances shall SOL Inc be held liable for consequential or other direct or indirect damages or loss suffered by Purchaser as a result of SOL Inc's inability to meet the expected shipping lead times stated, nor for any delays which occur during transportation.
17. Shipments must be checked upon arrival for shortages or damages in transit, with any reports of shortages or shipping damages needing to be communicated in writing to SOL Inc within five (5) business days of receipt of goods.

### **Performance and Substitutions**

18. Goods shall perform per standard product or specification sheets and/or indicated on Submittal Drawings (if provided). No additional performance guarantees apply, unless supplied by SOL Inc. (in writing), specific to this Purchase Order. System sizing and information is based on original information provided by Purchaser to SOL Inc.

19. SOL Inc reserves the right to substitute items, components, etc. that are materially equal in performance to those ordered and/or shown on Submittal Drawings (if provided).

### **Poles and Installation**

20. Poles provided by SOL Inc. as part of this system shall meet all wind load, weight and EPA requirements based on the information provided to SOL Inc; however, SOL Inc. assumes no liability for conformance to any state, local, or unpublished building or other codes, or for poles provided by others, unless said liability was purchased as a separate line item and indicated as such on the Purchase Order.

21. Poles provided by SOL Inc. includes all hardware required to mount the PV panel rack to the pole (tenon), the battery enclosure and fixture to the pole, and the pole to the base (if applicable). Poles provided by others will require a tenon (size as specified by SOL Inc.) and hardware to attach the pole to the base (if applicable), and may require different hardware to mount the battery enclosure and fixture to the pole than what SOL Inc. supplies, all of which shall be the sole responsibility of the purchaser.

22. Installation is NOT included and shall be the responsibility of the purchaser unless otherwise noted. Purchaser assumes sole responsibility for determining the location where poles are to be installed and to ensure that there are no issues with regard to shading, underground wiring, sewage lines, etc.

23. Unless SOL Inc. Factory Commissioning was purchased or otherwise noted in writing, SOL Inc. shall bear no responsibility for unsatisfactory system performance due to site-specific variables such as shading, local air quality/environmental concerns, etc. even when specific site information has been provided to SOL Inc.

### **Warranty**

24. SOL Inc. warrants to Purchaser that at the time of delivery, the goods sold hereunder will substantially conform to the product description and be free of defects in workmanship and material based on SOL Inc's Order Acknowledgement and current Warranty Statement. SOL Inc.'s liability and Purchaser's remedy under SOL Inc's warranty is limited to the replacement of any defective item, but under no circumstance shall exceed the purchase price of the goods. Other warranties may be available for an additional cost with additional coverage and/or labor allowance included.

25. Warranty specifically excludes any goods which have been (1) subjected to misuse, neglect or accident; (2) altered or tampered with; (3) employed for a non-approved purpose; (4) deployed in an abnormal or inconsistent manner from SOL Inc's written and verbal instructions; (5) installed or operated with advice, electrical components or systems not supplied by SOL Inc. without prior written approval.

26. Purchaser is responsible for any and all costs involved to service and/or replace defective goods including labor and rental of equipment.

### **Miscellaneous**

27. No modifications to any terms contained herein shall be allowed unless confirmed in writing by an officer of SOL Inc.

28. SOL Inc. will not accept any back charges, non-payments or liquidated damages for any reason.

29. Goods will be invoiced immediately upon shipment.

30. Purchaser shall reimburse SOL Inc. for all costs and expenses (including legal costs) incurred in the defense of SOL Inc's rights as outlined and defined in this document. Additionally, SOL Inc. will be entitled to recover interest on all overdue payments for goods shipped at the highest interest rate allowed by law.

## SOL Inc Limited “Five Plus” Warranty Rev 8/09

SOL Inc. is an ISO 9000-2008 certified worldwide manufacturer that designs and manufactures our own products (vs. simply reselling or distributing other manufacturer’s products). Even though the best scenario involves never having to actually use a company’s warranty, we are proud to offer what we believe is in fact the BEST WARRANTY available in the industry, from a company that has been in business since 1990.

SOL Inc warrants the Owner (defined as the entity that has final title to the goods) of each new SOL lighting system to be free from defects in materials and workmanship and to perform under normal use and service. SOL will, at its option, repair or replace any system or system component that is defective in materials or manufacture within a minimum of five (5) years after purchase. Additionally, specific items within SOL’s system have extended warranty protection against failure as defined below:

<u>Item</u>	<u>Period</u>
Solar PV Panel	20 Years
Mounting Hardware	20 Years
Pole (if provided)	20 Years
LED Light Engine (Lamp)	10 Years
LED Luminaire (Fixture)	10 Years
Wire Harnessing	10 Years
Electronics (Charge controller, LED driver)	10 Years
Energy Storage Array (Battery)	5 Years*

\*Batteries provided by SOL Inc have a limited warranty providing for battery replacement (batteries must be provided by SOL), from the date of shipment, with the following pro-rated coverage:

- 0 to 2 years: 100% credit (user pays 0% of the replacement battery price)
- 2 to 3 years: 60% credit (user pays 40% of the replacement battery price)
- 3 to 4 years: 40% credit (user pays 60% of the replacement battery price)
- 4 to 5 years: 20% credit (user pays 80% of the replacement battery price)

SOL Inc’s liability on any claim for damages arising out of or in connection with the manufacture, sale, installation, delivery or use of the unit shall not exceed the purchase price of the system. The purchaser assumes and will hold harmless SOL Inc in respect of all such loss.

For warranty service on SOL products please contact SOL Inc for a Return Material Authorization (RMA) number by calling +1 (772) 286-9461. Any products or components that are returned to SOL without first obtaining a RMA may not be issued any credit, and SOL shall not be responsible for said items.

This warranty does not cover damage or malfunction, as determined by SOL’s service technicians or engineers, due to abuse, misuse, incorrect installation, or accident such as, but not limited to:

- Use of incorrect mounting hardware
- Failure to follow operating and installation instructions provided by SOL
- Failure to maintain & operate the equipment in accordance within all applicable standards & codes
- Failure to maintain & operate the system under SOL’s specified operating conditions
- Vandalism or theft
- Fire, flood, “Acts of God”, and other problems beyond the control of SOL
- Unauthorized or improper repairs or adjustments
- Labor costs to remove, service, troubleshoot, and install all or part of SOL systems, unless previously agreed to and authorized IN WRITING by SOL Inc. by either the Customer Care Manager, Quality Manager, or CEO
- Equipment service, rental, and or tools required to remove, service, troubleshoot, and reinstall all or part of SOL systems, unless previously agreed to and authorized IN WRITING by SOL by either the Customer Care Manager, Quality Manager, or CEO
- Components and equipment external to the SOL system
- The cost of repairing or replacing property other than the SOL system
- Equipment not provided by SOL

The use of any replacement parts (for any reason) including but not limited to electrical components, luminaires, or batteries NOT provided by SOL Inc voids this warranty. This warranty is in lieu of all other expressed warranties and the implied warranty of merchantability is limited to terms of this written warranty. This warranty grants you specific legal rights, and you may have other rights which vary based on your location.



# GreenWay™

## Solar LED Path and Trail Lighting System



### Installation and Operation Manual

**Sol**®

Reliable. Renewable. Remarkable.

## IMPORTANT SAFETY INSTRUCTIONS - SAVE THESE INSTRUCTIONS



This manual contains important instructions for the SOL GreenWay™ Series that shall be followed during installation and maintenance of the charge controller.

The SOL GreenWay™ is a patented, off-grid, standalone, solar-powered lighting system. Years of engineering, development, and testing ensure that this system meets or exceeds all performance and reliability specifications. Every system that leaves our factory has been quality control tested and inspected to assure you of an easy installation and highly dependable performance. All mechanical fittings and electrical connections are designed for simple and reliable installation. The system is ready for use immediately after the components are mounted and the plug and play connectors are joined.

### IMPORTANT NOTES AND WARNINGS

This installation and instruction manual provides installation, operation, and maintenance instructions for the SOL GreenWay™ solar LED lighting system. The entire contents of this manual should be thoroughly reviewed and understood prior to installing this equipment. Do not discard this manual. It contains complete maintenance instructions, a troubleshooting chart, and a spare parts list. To insure proper operation of this equipment, it is important that the equipment be utilized for its intended use. Any use of this equipment for purposes other than those intended will void all warranties.



Installation and/or troubleshooting should be performed only by qualified personnel. Follow local codes at all times during installation of the GreenWay™.



Be very careful when working with batteries.



Do not allow bare ends of the wires to touch each other or grounded metal parts while connected to the controller. This will damage the controller.

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Section 2	PV Panel Assembly and Tenon Adaptor Mounting	5
Section 3	Mounting and Battery Enclosure Mounting	6
Section 4	Routing Cable and Mounting Fixtures	7
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Section 6	Troubleshooting	10
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### Operational Principles

The SOL GreenWay™ solar LED lighting system is designed to provide reliable operation and illumination all year. The solar array (the photovoltaic panel, or PV panels) re-charges the battery each day, replacing energy that was used during the previous evening so that illumination can again be provided during the following evening. The system is designed with a reserve, so that regular illumination will continue to be provided during periods of rainy or cloudy weather. The controller monitors battery condition and will shut off illumination if the battery charge drops below a specified level. This may occur if there is a prolonged rainy or cloudy weather or if the solar array is shaded during part of the day. The controller automatically restarts the system when the condition is corrected and the battery charge returns to the specified level, protecting the batteries.

## Site Selection and Preparation

Locate and install the PV panels in an area where the PV panels can face the equator (due south in the Northern hemisphere) and not shaded by trees, poles, buildings, or other objects during the day (Figure 1).

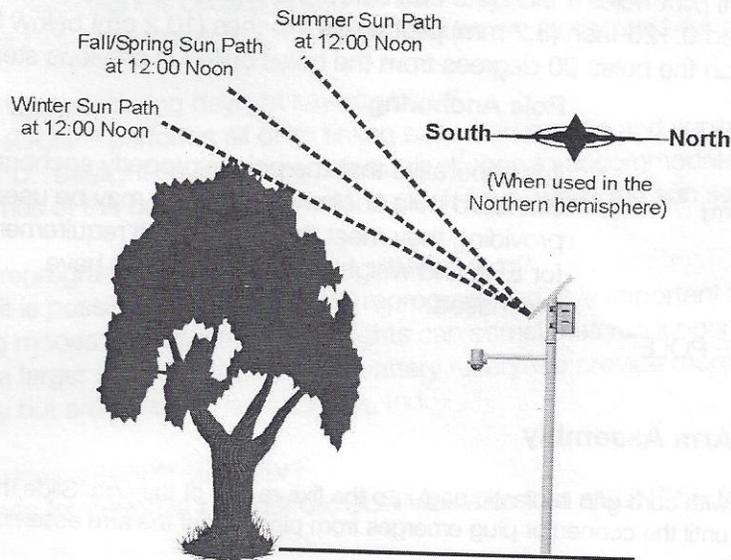


FIGURE 1 LOCATING AND POSITIONING THE PV PANELS

Do not locate in an area where there is excessive ambient or reflected light at night which may simulate daylight and cause the system controller to turn off the system. Installing in a location where the solar panels are shaded during part of the day will prevent the solar panel from fully charging the battery, reducing the hours of nighttime illumination and possibly damaging the battery. If installed near a tree, check the tree branches every three months and trim when needed.

Installation of the solar light system and pole must comply structural engineering requirements for local and national codes.

## System Overview

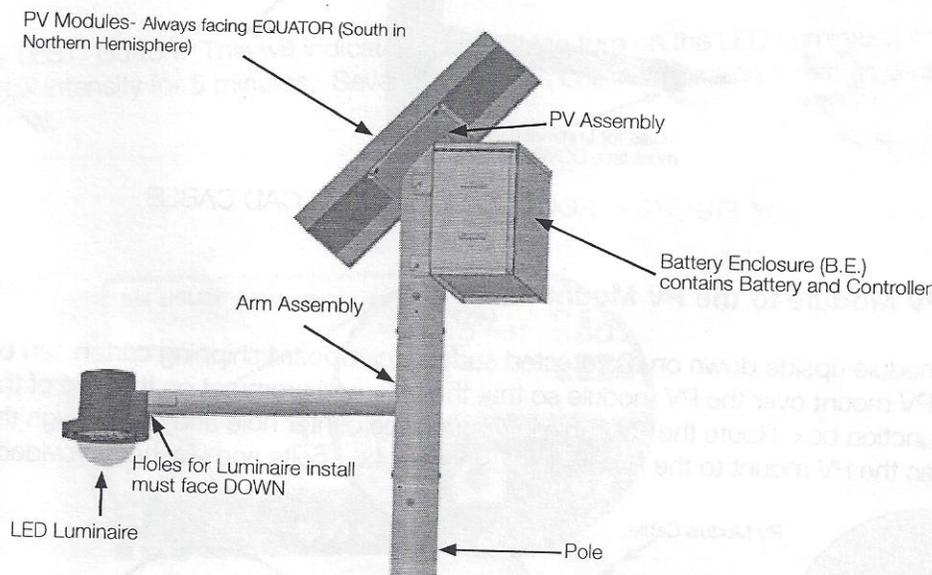


FIGURE 2 SYSTEM OVERVIEW

Fastener List - Refer to Packing list for complete parts list

\* Recommended Torque

Fastener	Qty.	Torque*		Qty.	Torque*
5/16-11 x 1" screws (2 washers/1 lock washers/1 nut)	4	11 ft. lbs	3/8-16 x 1/2" cup point screws	6	20 ft. lbs
5/16-18 x 1" screws (2 washers/1 lock washers/1 nut)	8	11 ft. lbs	3/4-10" x 12" bolts	2	11 ft. lbs
5/8-11 x 6" bolts (2 washers/1 lock washers/1 nut)	3	93 ft. lbs	1/4"-20 x 1/2" hex head bolts	4	6.3 ft. lbs

## Pole Preparation and Installation

Four holes must be drilled at the top of the pole. This should be done before the pole is set and anchored. Drill two equally-spaced 0.125-inch (3.2 mm) pilot holes 1 inch (2.5 cm) below the top of the pole, as shown in Figure 3. Drill two additional equally-spaced 0.125-inch (3.2 mm) pilot holes 4 inches (10.2 cm) below the top of the pole, as shown in Figure 3. Position the holes 90 degrees from the holes drilled in previous step.

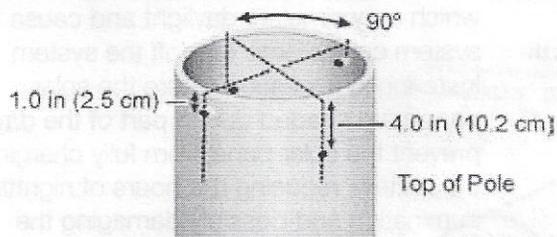


FIGURE 3 DRILLING 4 HOLES AT TOP OF POLE

## Pole Anchoring

It is imperative that the pole is properly anchored. Standard pole anchoring methods may be used, providing they meet the engineering requirements for EPA and weight of the system you have purchased.

## Routing Luminaire Load Cable Through Arm Assembly

Insert the male end of the luminaire load cable (with cord grip in plastic bag) into the fixture end of the arm. Slide the luminaire load cable through the arm assembly until the connector plug emerges from pipe end of the arm assembly, opposite side of luminaire install holes (Figure 4).



FIGURE 4 ROUTING LUMINAIRE LOAD CABLE

## Attaching the PV Module to the PV Mount

Lay the PV module upside down on a protected surface (cardboard shipping carton can be used) and position the PV mount over the PV module so that the hole and grommet on the side of the pipe face the PV module junction box. Route the PV cable in through the center hole and out through the side of the PV mount. Fasten the PV mount to the PV module using the 4x bolts and washers provided (Figure 5).

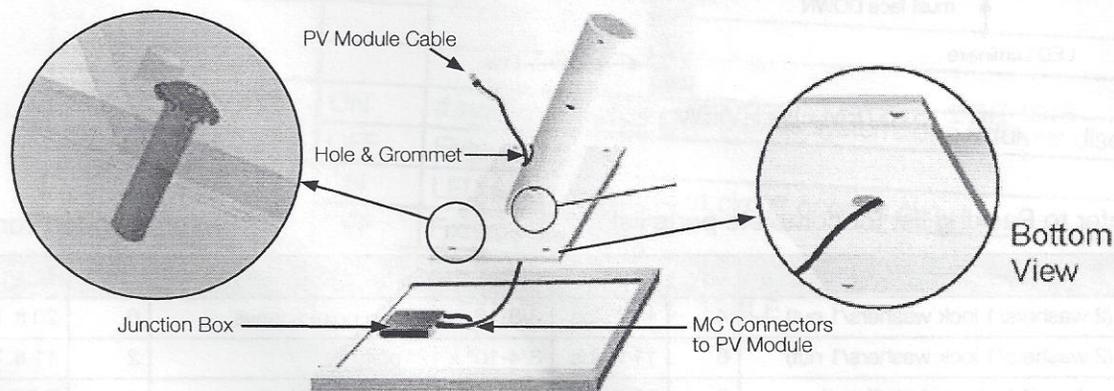


FIGURE 5 ATTACHING PV ASSEMBLY TO PV MODULE

## Assembling the Components

After the pole has been set and anchored, slide the arm assembly into the top of the pole (Figure 6a). Route the PV load cable through bottom of the solar panel assembly pipe and out through the grommet and hole on the front of the pipe (Figure 6b). Place the solar panel assembly on the top of the arm assembly. Swing the arm assembly so that the light fixture (which will be attached to the end of the arm) is in the desired position (Figure 6c)

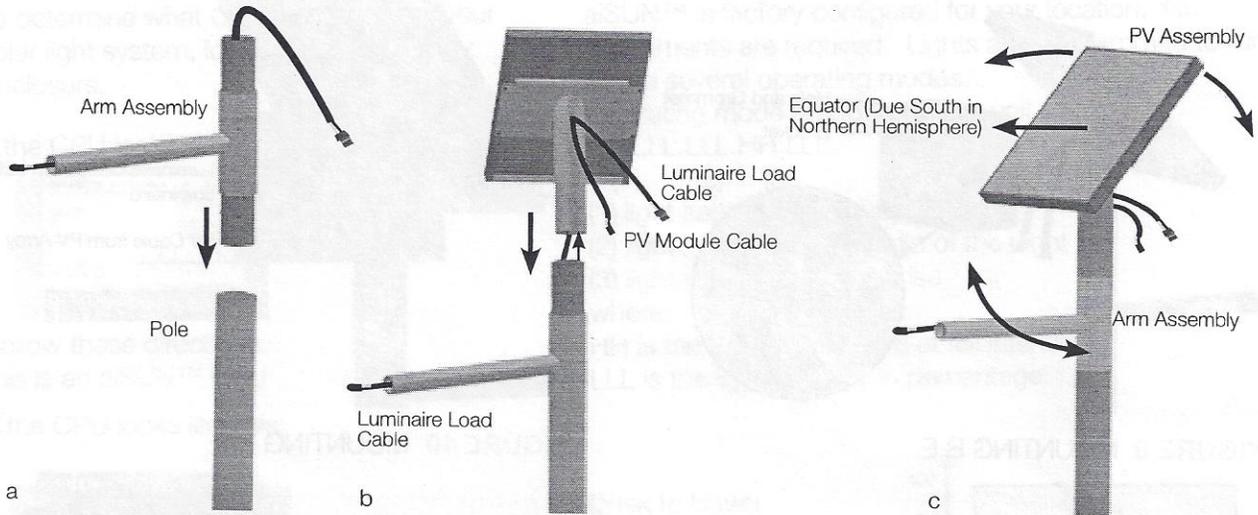


FIGURE 6 ASSEMBLING ARM ASSEMBLY AND PV ASSEMBLY TO POLE

## Riveting the Arm Assembly to the Pole and Solar Panel Assembly to the Arm Assembly

Verify that the arm is positioned so that the light fixture (which will be attached to the end of the arm) is in the desired orientation. Using one of the pilot holes at the upper end of the pole as a guide, drill one rivet hole using a U.S. "W" gauge (0.386-inch) drill bit (or use a 25/64-inch drill bit if "W" gauge not available). Drill through the pilot hole and then through the arm assembly stock beneath the pilot hole (drill & rivet one pilot hole at a time). Place a drive rivet in the rivet hole (Figure 7a). Pound the drive rivet into the hole (Figure 7b) until the head of the drive rivet is tight against the side of the pole (Figure 7c). Install the three remaining drive rivets in the arm assembly.

Verify that the solar panel is positioned so that the solar panel is facing due south. Using one of the pilot holes at the lower end of the solar panel assembly as a guide, drill one rivet hole using a U.S. "W" gauge (0.386-inch) drill bit. Drill and rivet one pilot hole at a time following same instructions used for the arm assembly

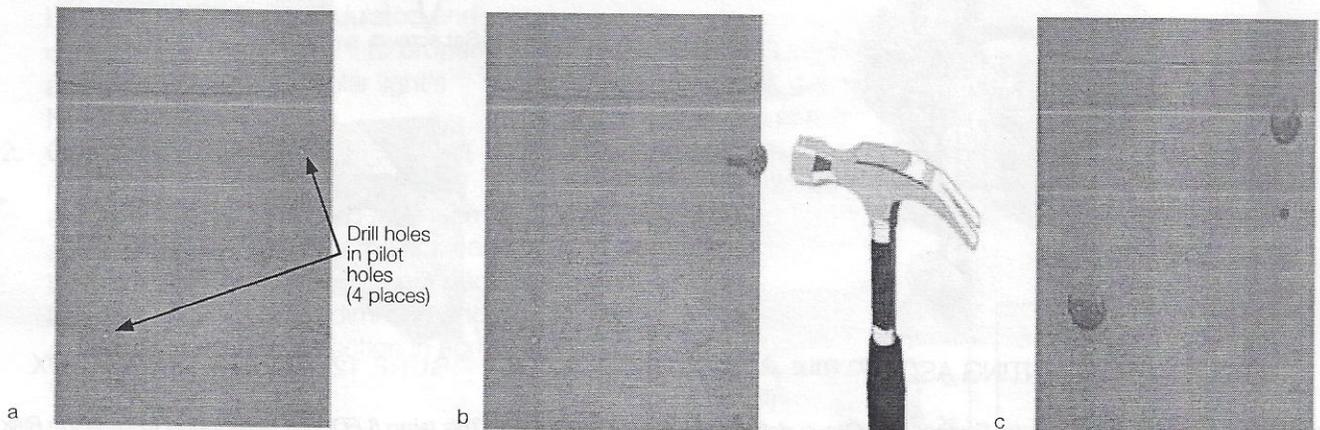


FIGURE 7 RIVETING THE ARM ASSEMBLY AND SOLAR PANEL ASSEMBLY

## Mounting Battery Enclosure and Routing PV and Luminaire Cables

Route the ends of the solar PV cable and the Luminaire cable through the hole and grommet at the back of the battery box, as shown in Figure 9. Loosely fasten the brackets at the back of the battery box to the pipe of the solar panel mounting, using four 1/4"-20 x 1/2" hex head bolts. Securely tighten each bolt. Position the cables so they extend inside the battery box at least 12 inches (30.5 cm)

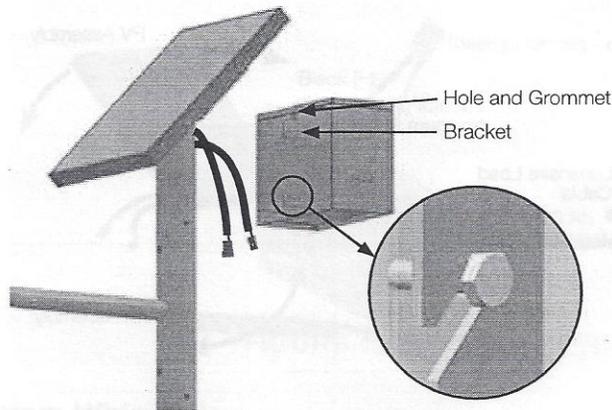


FIGURE 9 MOUNTING B.E.

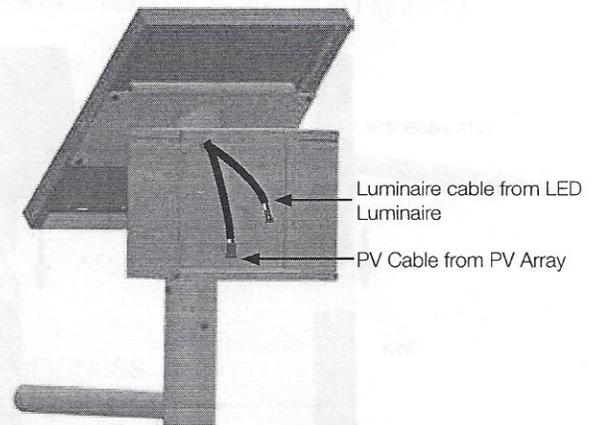


FIGURE 10 MOUNTING B.E.

## Routing PV and Luminaire Cables

### For Ascot Fixture:

Connect the connector from the LED luminaire to the connector at the end of the luminaire load cable. Slide the LED fixture onto the arm. Adjust the LED fixture for the desired tilt. Secure the LED fixture to the arm using the socket head bolts (Figure 11).

### For Shoebox Fixture:

Loosen the set screws that secure the slip fitter. Plug LED luminaire connectors together. Slip fixture over pipe (guide excess wires into pole). Secure set screws. To adjust angle remove circular cover using Phillips screwdriver. Using a socket wrench, loosen bolt to adjust angle to desired angle. Tighten bolt and replace cover (Figure 12).

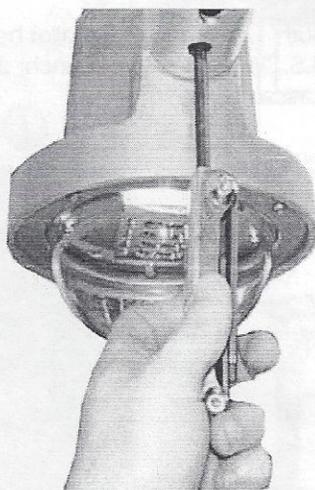


FIGURE 11 MOUNTING ASCOT

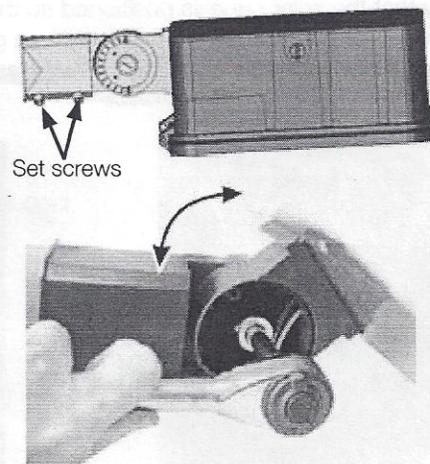


FIGURE 12 MOUNTING SHOEBOX

*This lamp (LED) is in excess of the Exempt Risk Group defined in IEC 62471:2006-07. This lamp (LED) has been found to be in the Risk Group 2 classification at an exposure distance of 20 cm or less from the glass surface of the lamp. Care should be taken to avoid exposure when operating and installing this lamp.*

LED Luminaires contain the following label:

CAUTION - Possible Hazardous LED Radiation Emitted From This Product.  
Do Not Stare Directly Into Beam. Disconnect Power Before Servicing.

# aiSUN™ Solar Light CPU

This guide describes how to complete the assembly of your light system when it is outfitted with an aiSUN™ CPU. aiSUN™ features & troubleshooting information is provided.

## Which controller do I have?

To determine what CPU is provided in your solar light system, look inside the Battery Enclosure.

If the CPU looks like this:



Follow these directions; this is an aiSUN™ CPU

If the CPU looks like this:



This is NOT an aiSUN™. Contact SOL for an alternate manual.

aiSUN™ is factory configured for your location. No adjustments are required. Lights are programmed to run in one several operating modes.

Operating mode is shown on the unit label as:

HH.LLL.LLL.HH.LLL

(1) (2) (3)

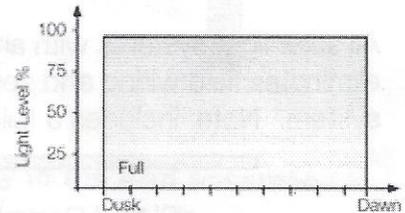
- (1) light setting after sunset
- (2) light setting in the middle of the night
- (3) light setting before sunrise

where:

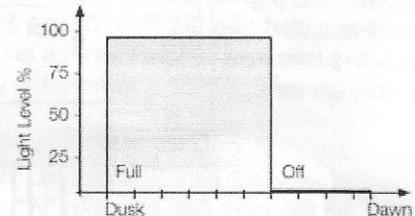
HH is the number of hours at full intensity

LLL is the light intensity in percentage

Dusk to Dawn  
unit label reads:  
DD.100.000.00.000



Programmed Run  
unit label reads:  
06.100.000.00.000

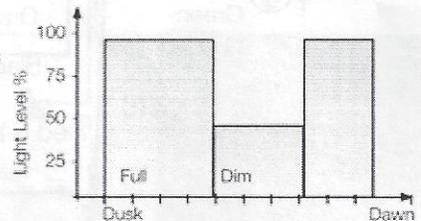


## What does the aiSUN™ CPU do?

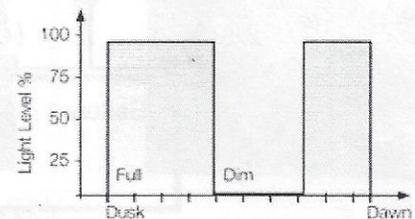
aiSUN™ is a unique solar charging controller and LED luminaire controller packaged into one intelligent solar light CPU. aiSUN™ performs the following 2 tasks:

1. Charges batteries: Electricity generated by the PV module is modulated and controlled by the aiSUN™ to properly and safely charge the solar light's NRGLife™ batteries.
2. Operates the LED Luminaire: Using a factory-installed configuration, aiSUN™ turns on the LED luminaire after sunset and turns off the luminaire before sunrise as configured per each location. This includes dimming and response to motion detection in some configurations.

Split Night w/ Dimming  
(4 hours at full, dim to 50%, 2 hours at full)  
unit label reads:  
04.100.050.02.100



Split Night  
(4 hours at full, turn off, 2 hours at full)  
code:  
04.100.000.02.100



## Installing the Battery/Batteries

Loosely connect the battery harness to the battery terminals as shown in Figure 12. When connecting the battery, connect the positive terminal first (Red +). Protect the free (unconnected) ends of the battery harness from touching other metal parts so they will not accidentally cause a short. Tighten the connection on both terminals, then slide the red battery terminal boot over the positive (+) terminal. Place the battery in the battery box. Connect the battery harness to the single aiSUN™ harness as shown in Figure 13.

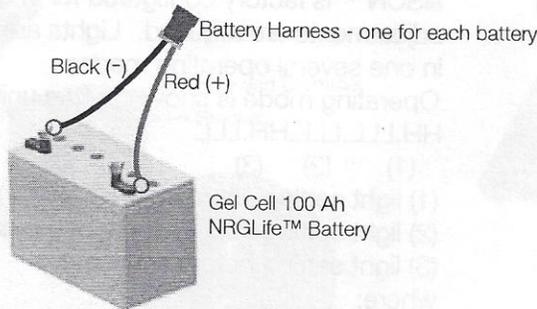


FIGURE 12 BATTERY AND BATTERY HARNESS

## System Wiring Diagrams

All solar light systems with aiSUN™ controllers ship with Clik™ together wiring harnesses. This eliminates field wiring and splicing. Use the wiring diagrams below for connecting your solar light system. Note: includes a field replaceable fuse.

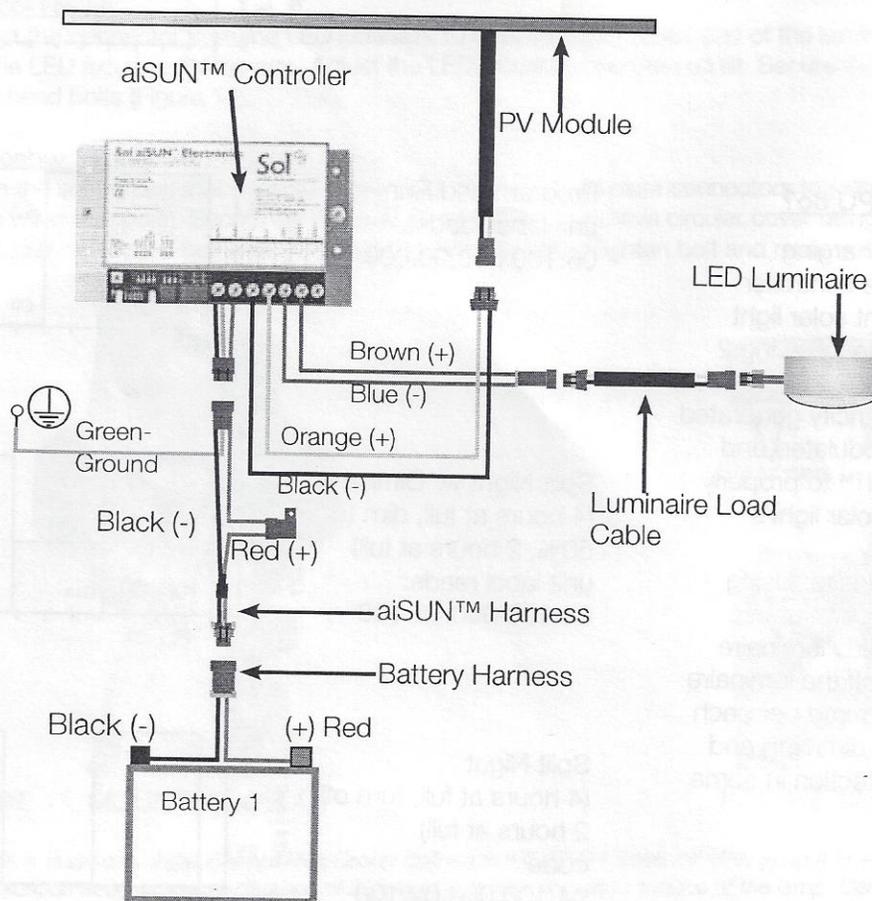


FIGURE 12 WIRING DIAGRAM

## Frequently asked Questions

Q: Does aiSUN™ have a timeclock inside?

A: No, aiSUN™ does not have a “timeclock”, instead it uses the regular sun rise and sun set it detects to determine when night is occurring and for how long. By averaging 10 nights of sunrise and sunset data the CPU accurately determines length of night and when sunrise and sunset occur.

Q: What happens during daylight savings time?

A: Since aiSUN™ performs all of its timing based on sunrise and sunset daylight savings time has no impact on the CPU. Daylight savings time is a clock change to accommodate having daylight hours align with certain times of the day, despite what the clock says, when the sun set aiSUN™ turns on the solar light.

Q: Can I reprogram aiSUN™ to work a different way?

A: While it is possible to have aiSUN™ reprogrammed, it is important to consult with SOL Inc about what operating modes are available. Solar lights can sometimes run longer or brighter, however this typically requires a larger solar panel and more battery reserve to provide more light, longer. These types of changes are costly but are possible, contact SOL Inc.

Q: What does aiSUN™ stand for?

A: ai stands for adaptive intelligence, SUN indicates that aiSUN™ is for solar charging.

## Solar Light System Test

Once all of the wires have been clicked together and the batteries are installed, perform a diagnostic test.

Press the “PUSH TO TEST” Button. This will indicate to the CPU to turn on the LED Luminaire(s) and operate the lights at full intensity for 5 minutes. Several diagnostic LEDs will turn on & remain on for several seconds. This is normal.

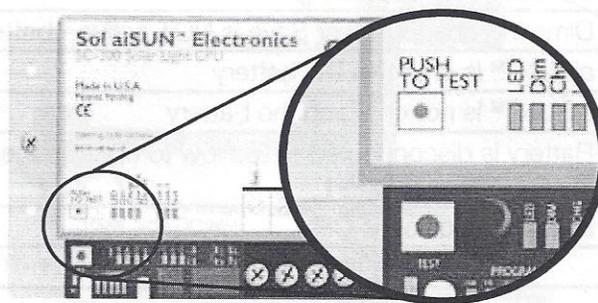


FIGURE 13 aiSUN™ SYSTEM TEST

## Troubleshooting and Diagnostic LEDs

If the LED Luminaire turns on to full brightness, system operates OK and will automatically turn on & off with sunset and sunrise.

If the LED Luminaire does not turn on as described, follow the Diagnostic LED table (below) to troubleshoot the system.

If LED Luminaire does not turn on AND no Diagnostic LEDs are on, aiSUN™ is not powered, check battery and fuse connections.

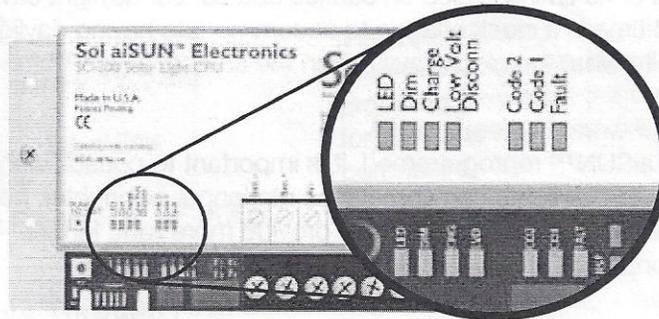


FIGURE 14 aiSUN™ TROUBLESHOOTING

## Diagnostic LEDs

aiSUN™ has diagnostic LEDs to indicate of the status of the Solar Light it is controlling. See the table (Figure 14) below to understand the function of the LEDs.

Indicator Name	Status	Meaning
LED (Luminaire Status)	ON	Luminaire ON
	OFF	Luminaire OFF
DIM	ON	LED fixture is in Power Save mode - battery voltage is LOW. Contact SOL Inc Customer Support
	OFF	Dimming due to Power Save is NOT active - battery voltage level is OK
Charge	ON	aiSUN™ is charging the battery
	OFF	aiSUN™ is not charging the battery
Low Volt Disconn	FLASH	Battery is disconnected or too low to operate the LED fixture. Contact SOL Inc Customer Support
	OFF	Battery condition is OK
Code 2 (future use)		
Code 1	ON	If system is a dual LED fixtures system; one fixture is disconnected
	OFF	Fixtures are OK
Fault	ON	LED fixture issue: short circuit or open circuit
	OFF	Fixtures are OK

FIGURE 15 LED DIAGNOSTIC TABLE

**Rick Howard**

---

**From:** Gregory Harris [REDACTED]  
**Sent:** Thursday, March 21, 2013 4:59 PM  
**To:** Rick Howard  
**Subject:** FW: Discovery Bay Park Lighting  
**Attachments:** Discovery Bay Park Lighting Data.pdf

Rick,  
  
Google Earth shows the length of pathways at 2,200 feet. Based on this and 16 lights, I have the following estimates Based on Means cost construction data.

Thank you.  
  
Gregory

---

**From:** Leonel Arostegui [REDACTED]  
**Sent:** Thursday, March 21, 2013 4:10 PM  
**To:** 'Gregory Harris'  
**Cc:** 'Kurt Gardner'  
**Subject:** Discovery Bay Park Lighting

Gregory,  
  
Here is accost estimate for the Park Lighting on 2,200 Ft. circular path.

- 1) 16-Aluminum 20' high light pole with base \$ 2,350.00/ea.....\$ 37,600.00 (Means Page 436)
- 2) 16-400W HPS Light Fixture..... \$ 910.00/ea.....\$ 14,560.00 (Means Page 301)
- 3) 2,200' Excavation .....\$ 2.33/FT.....\$ 5,126.00 (Means Page 428)
- 4) 2,200' PVC Conduit 1" Schedule 40.....\$ 7.35/FT.....\$ 16, 170.00 (Means Page 143)
- 5) 2,520' of 3-#8 wire..... \$ 3.57/FT.....\$ 18,522.00 (Means Page 126)
- 6) 15 Concrete hand holes.....\$ 1,475.00/ea..... \$ 22,125.00 (Means Page 343)
- 7) 16-Lamps.....\$150/ea..... \$ 2,400.00
- 8) Tax @ 8.25% (approximate)..... \$ 4,300.00

TOTAL.....\$ 120,803.00

To this we would normally add 10% for miscellaneous connectors etc.

Also you would add 2% for bonds and insurance.

Then you would add the design cost. Probably \$10K plus minus.

To run 400 watt fixtures 10 hrs a day would cost \$2,226/year in electrical charges. These charges are avoided with the solar lights.

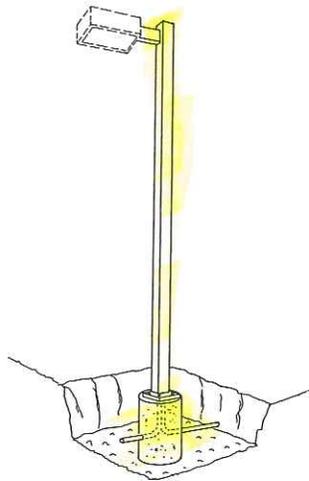
Going to LED lights would drop the annual cost to \$580/year and capital cost would be about the same.

See attached Means reference pages.

Leonel

# G40 Site Electrical Utilities

## G4020 Site Lighting



### Table G4020 210 Procedure for Calculating Floodlights Required for Various Footcandles

Poles should not be spaced more than 4 times the fixture mounting height for good light distribution.

#### Estimating Chart

Select Lamp type.

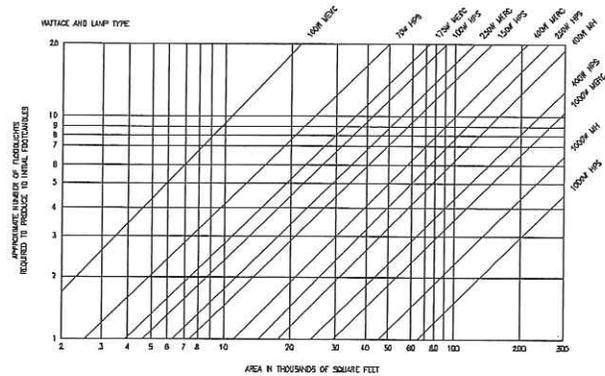
Determine total square feet.

Chart will show quantity of fixtures to provide 1 footcandle initial, at intersection of lines. Multiply fixture quantity by desired footcandle level.

Chart based on use of wide beam luminaires in an area whose dimensions are large compared to mounting height and is approximate only.

To maintain 1 footcandle over a large area use these watts per square foot:

Incandescent	0.15
Metal Halide	0.032
Mercury Vapor	0.05
High Pressure Sodium	0.024



### System Components

SYSTEM COMPONENTS	QUANTITY	UNIT	COST EACH		
			MAT.	INST.	TOTAL
<b>SYSTEM G4020 210 0200</b>					
<b>LIGHT POLES, ALUMINUM, 20' HIGH, 1 ARM BRACKET</b>					
Aluminum light pole, 20', no concrete base	1.000	Ea.	1,000	587	1,587
Bracket arm for Aluminum light pole	1.000	Ea.	130	78.50	208.50
Excavation by hand, pits to 6' deep, heavy soil or clay	2.368	C.Y.		258.11	258.11
Footing, concrete incl forms, reinforcing, spread, under 1 C.Y.	.465	C.Y.	82.77	123.83	206.60
Backfill by hand	1.903	C.Y.		75.17	75.17
Compaction vibrating plate	1.903	C.Y.		10.26	10.26
<b>TOTAL</b>			<b>1,212.77</b>	<b>1,132.87</b>	<b>2,345.64</b>

### G4020 210

### Light Pole (Installed)

ITEM NO.	DESCRIPTION	COST EACH		
		MAT.	INST.	TOTAL
0200	Light pole, aluminum, 20' high, 1 arm bracket	1,225	1,125	2,350
0240	2 arm brackets	1,350	1,125	2,475
0280	3 arm brackets	1,475	1,175	2,650
0320	4 arm brackets	1,600	1,175	2,775
0360	30' high, 1 arm bracket	2,125	1,425	3,550
0400	2 arm brackets	2,275	1,425	3,700
0440	3 arm brackets	2,400	1,475	3,875
0480	4 arm brackets	2,525	1,475	4,000
0680	40' high, 1 arm bracket	2,625	1,900	4,525
0720	2 arm brackets	2,750	1,900	4,650
0760	3 arm brackets	2,900	1,950	4,850
0800	4 arm brackets	3,025	1,950	4,975
0840	Steel, 20' high, 1 arm bracket	1,450	1,200	2,650
0880	2 arm brackets	1,550	1,200	2,750
0920	3 arm brackets	1,575	1,225	2,800
0960	4 arm brackets	1,725	1,225	2,950
1000	30' high, 1 arm bracket	1,700	1,525	3,225
1040	2 arm brackets	1,800	1,525	3,325
1080	3 arm brackets	1,825	1,575	3,400
1120	4 arm brackets	1,950	1,575	3,525
1320	40' high, 1 arm bracket	2,225	2,075	4,300
1360	2 arm brackets	2,325	2,075	4,400

# 26 56 Exterior Lighting

## 26 56 13 - Lighting Poles and Standards

26 56 13.10 Lighting Poles		Crew	Daily Output	Labor-Hours	Unit	Material	2013 Bare Costs		Total	Total Incl O&P
							Labor	Equipment		
6430	10' high	1 Elec	6	1.333	Ea.	365	70		435	505
6440	12' high	↓	5.70	1.404	↓	465	73.50		538.50	620
6450	15' high	↓	5	1.600	↓	540	84		624	720
6460	20' high	↓	4	2	↓	655	105		760	875
7300	Transformer bases, not including concrete bases									
7320	Maximum pole size, steel, 40' high	1 Elec	2	4	Ea.	1,375	210		1,585	1,825
7340	Cast aluminum, 30' high	↓	3	2.667	↓	735	140		875	1,025
7350	40' high	↓	2.50	3.200	↓	1,100	168		1,268	1,475

## 26 56 16 - Parking Lighting

### 26 56 16.55 Parking Led Lighting

0010 PARKING LED LIGHTING											
0100	Round pole mounting, 88 lamp watts	G	1 Elec	2	4	Ea.	1,950	210		2,160	2,475
0110	Square pole mounting, 223 lamp watts	G	"	2	4	"	3,425	210		3,635	4,100

## 26 56 19 - Roadway Lighting

### 26 56 19.20 Roadway Luminaire

0010 ROADWAY LUMINAIRE											
2650	Roadway area luminaire, low pressure sodium, 135 watt		1 Elec	2	4	Ea.	640	210		850	1,025
2700	180 watt		"	2	4	↓	685	210		895	1,075
2750	Metal halide, 400 watt		2 Elec	4.40	3.636	↓	545	191		736	885
2760	1000 watt		↓	4	4	↓	615	210		825	990
2780	High pressure sodium, 400 watt		↓	4.40	3.636	↓	570	191		761	910
2790	1000 watt		↓	4	4	↓	645	210		855	1,025

### 26 56 19.55 Roadway Led Luminaire

0010 ROADWAY LED LUMINAIRE											
0100	LED fixture, 72 LEDs, 120 V AC or 12 V DC, equal to 60 watt	G	1 Elec	2.70	2.963	Ea.	580	155		735	870
0110	108 LEDs, 120 V AC or 12 V DC, equal to 90 watt	G	↓	2.70	2.963	↓	680	155		835	980
0120	144 LEDs, 120 V AC or 12 V DC, equal to 120 watt	G	↓	2.70	2.963	↓	840	155		995	1,150
0130	252 LEDs, 120 V AC or 12 V DC, equal to 210 watt	G	2 Elec	4.40	3.636	↓	1,150	191		1,341	1,550
0140	Replaces high pressure sodium fixture, 75 watt	G	1 Elec	2.70	2.963	↓	705	155		860	1,000
0150	125 watt	G	↓	2.70	2.963	↓	810	155		965	1,125
0160	150 watt	G	↓	2.70	2.963	↓	1,000	155		1,155	1,325
0170	175 watt	G	↓	2.70	2.963	↓	1,200	155		1,355	1,550
0180	200 watt	G	↓	2.70	2.963	↓	1,425	155		1,580	1,775
0190	250 watt	G	2 Elec	4.40	3.636	↓	1,625	191		1,816	2,050
0200	320 watt	G	"	4.40	3.636	↓	1,775	191		1,966	2,225

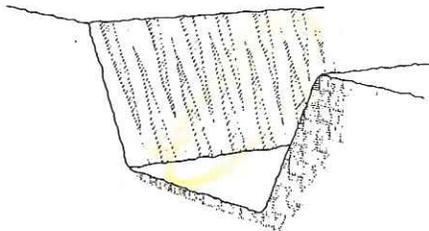
## 26 56 23 - Area Lighting

### 26 56 23.10 Exterior Fixtures

0010 EXTERIOR FIXTURES With lamps											
0200	Wall mounted, incandescent, 100 watt		1 Elec	8	1	Ea.	34	52.50		86.50	116
0400	Quartz, 500 watt		↓	5.30	1.509	↓	58	79		137	182
0420	1500 watt		↓	4.20	1.905	↓	120	100		220	281
1100	Wall pack, low pressure sodium, 35 watt		↓	4	2	↓	223	105		328	400
1150	55 watt		↓	4	2	↓	265	105		370	450
1160	High pressure sodium, 70 watt		↓	4	2	↓	219	105		324	400
1170	150 watt		↓	4	2	↓	239	105		344	420
1180	Metal Halide, 175 watt		↓	4	2	↓	243	105		348	425
1190	250 watt		↓	4	2	↓	276	105		381	460
1195	400 watt		↓	4	2	↓	325	105		430	515
1250	Induction lamp, 40 watt		↓	4	2	↓	335	105		440	525
1260	80 watt		↓	4	2	↓	570	105		675	780
1278	LED, poly lens, 26 watt		↓	4	2	↓	320	105		425	510

# G10 Site Preparation

## G1030 Site Earthwork



Trenching Systems are shown on a cost per linear foot basis. The systems include: excavation; backfill and removal of spoil; and compaction for various depths and trench bottom widths. The backfill has been reduced to accommodate a pipe of suitable diameter and bedding.

The slope for trench sides varies from none to 1:1.

The Expanded System Listing shows Trenching Systems that range from 2' to 12' in width. Depths range from 2' to 25'.

System Components	QUANTITY	UNIT	COST PER L.F.		
			EQUIP.	LABOR	TOTAL
<b>SYSTEM G1030 807 1310</b>					
<b>TRENCHING SAND &amp; GRAVEL, NO SLOPE, 2' WIDE, 2' DEEP, 3/8 C.Y. BUCKET</b>					
Excavation, trench, hyd. backhoe, track mtd., 3/8 C.Y. bucket	.148	B.C.Y.	.36	.91	1.27
Backfill and load spoil, from stockpile	.140	L.C.Y.	.11	.28	.39
Compaction by vibrating plate 18" wide, 6" lifts, 4 passes	.118	E.C.Y.	.03	.37	.40
Remove excess spoil, 8 C.Y. dump truck, 2 mile roundtrip	.035	L.C.Y.	.14	.13	.27
<b>TOTAL</b>			<b>.64</b>	<b>1.69</b>	<b>2.33</b>

<b>G1030 807</b>		<b>Trenching Sand &amp; Gravel</b>	COST PER L.F.		
			EQUIP.	LABOR	TOTAL
1310	Trenching, sand & gravel, no slope, 2' wide, 2' deep, 3/8 C.Y. bucket		.64	1.69	2.33
1320	3' deep, 3/8 C.Y. bucket		1.03	2.82	3.85
1330	4' deep, 3/8 C.Y. bucket		1.19	3.40	4.59
1340	6' deep, 3/8 C.Y. bucket		1.71	4.05	5.75
1350	8' deep, 1/2 C.Y. bucket		2.25	5.35	7.60
1360	10' deep, 1 C.Y. bucket		2.50	5.65	8.15
1400	4' wide, 2' deep, 3/8 C.Y. bucket		1.47	3.31	4.78
1410	3' deep, 3/8 C.Y. bucket		2.01	5.05	7.05
1420	4' deep, 1/2 C.Y. bucket		2.36	5.65	8
1430	6' deep, 1/2 C.Y. bucket		4.14	8.40	12.55
1440	8' deep, 1/2 C.Y. bucket		6.25	11.80	18.05
1450	10' deep, 1 C.Y. bucket		6	12.05	18.05
1460	12' deep, 1 C.Y. bucket		7.60	15	22.50
1470	15' deep, 1-1/2 C.Y. bucket		9.15	17.40	26.50
1480	18' deep, 2-1/2 C.Y. bucket		11.45	19.05	30.50
1520	6' wide, 6' deep, 5/8 C.Y. bucket w/trench box		8.20	13.50	21.50
1530	8' deep, 3/4 C.Y. bucket		10.85	17.75	28.50
1540	10' deep, 1 C.Y. bucket		10.10	18	28
1550	12' deep, 1-1/2 C.Y. bucket		11.50	20	31.50
1560	16' deep, 2 C.Y. bucket		16.75	25.50	42.50
1570	20' deep, 3-1/2 C.Y. bucket		19.10	30	49
1580	24' deep, 3-1/2 C.Y. bucket		24	36.50	60.50
1640	8' wide, 12' deep, 1-1/2 C.Y. bucket w/trench box		16.20	25.50	41.50
1650	15' deep, 1-1/2 C.Y. bucket		19.70	32.50	52
1660	18' deep, 2-1/2 C.Y. bucket		25	36.50	61.50
1680	24' deep, 3-1/2 C.Y. bucket		32.50	47	79.50
1730	10' wide, 20' deep, 3-1/2 C.Y. bucket w/trench box		32.50	47	79.50
1740	24' deep, 3-1/2 C.Y. bucket		41	58	99
1780	12' wide, 20' deep, 3-1/2 C.Y. bucket w/trench box		39.50	55.50	95
1790	25' deep, 3-1/2 C.Y. bucket		51.50	72	124
1800	1/2:1 slope, 2' wide, 2' deep, 3/8 C.Y. bucket		.91	2.55	3.46
1810	3' deep, 3/8 C.Y. bucket		1.53	4.48	6
1820	4' deep, 3/8 C.Y. bucket		2.28	6.85	9.15
1840	6' deep, 3/8 C.Y. bucket		4.10	10.15	14.25

# 26 05 Common Work Results for Electrical

## 26 05 33 – Raceway and Boxes for Electrical Systems

26 05 33.13 Conduit		Crew	Daily Output	Labor-Hours	Unit	Material	2013 Bare Costs		Total	Total Incl O&P
							Labor	Equipment		
8930	1-1/4" diameter	1 Elec	70	.114	Ea.	16.15	6		22.15	26.50
8940	1-1/2" diameter		60	.133		24.50	7		31.50	37
8950	2" diameter		50	.160		35	8.40		43.40	51
8960	2-1/2" diameter		36	.222		91.50	11.65		103.15	118
8970	3" diameter		27	.296		120	15.55		135.55	155
8980	3-1/2" diameter		21	.381		176	19.95		195.95	223
8990	4" diameter		16	.500		179	26		205	236
9100	PVC, schedule 40, 1/2" diameter		190	.042	L.F.	1.04	2.21		3.25	4.45
9110	3/4" diameter		145	.055		1.15	2.89		4.04	5.60
9120	1" diameter		125	.064		2.14	3.35		5.49	7.35
9130	1-1/4" diameter		110	.073		2.89	3.81		6.70	8.90
9140	1-1/2" diameter		100	.080		3.28	4.19		7.47	9.85
9150	2" diameter		90	.089		4.15	4.66		8.81	11.50
9160	2-1/2" diameter		65	.123		7	6.45		13.45	17.35
9170	3" diameter	2 Elec	110	.145		7.90	7.60		15.50	20
9180	3-1/2" diameter		100	.160		10.55	8.40		18.95	24
9190	4" diameter		90	.178		11.70	9.30		21	27
9200	5" diameter		70	.229		15.85	12		27.85	35.50
9210	6" diameter		60	.267		21.50	13.95		35.45	44.50
9220	Elbows, 1/2" diameter	1 Elec	50	.160	Ea.	1.24	8.40		9.64	13.90
9225	3/4" diameter		42	.190		1.22	10		11.22	16.30
9230	1" diameter		35	.229		1.85	12		13.85	19.95
9235	1-1/4" diameter		28	.286		2.84	14.95		17.79	25.50
9240	1-1/2" diameter		20	.400		3.67	21		24.67	35.50
9245	2" diameter		16	.500		4.97	26		30.97	44.50
9250	2-1/2" diameter		11	.727		8.95	38		46.95	67
9255	3" diameter		9	.889		14.95	46.50		61.45	86
9260	3-1/2" diameter		7	1.143		19.35	60		79.35	111
9265	4" diameter		6	1.333		24	70		94	131
9270	5" diameter		4	2		39	105		144	200
9275	6" diameter		3	2.667		89.50	140		229.50	310
9312	Couplings, 1/2" diameter		50	.160		.22	8.40		8.62	12.80
9314	3/4" diameter		42	.190		.30	10		10.30	15.30
9316	1" diameter		35	.229		.47	12		12.47	18.40
9318	1-1/4" diameter		28	.286		.65	14.95		15.60	23
9320	1-1/2" diameter		20	.400		.65	21		21.65	32
9322	2" diameter		16	.500		1.37	26		27.37	40.50
9324	2-1/2" diameter		11	.727		1.93	38		39.93	59
9326	3" diameter		9	.889		2.58	46.50		49.08	72.50
9328	3-1/2" diameter		7	1.143		3.26	60		63.26	93
9330	4" diameter		6	1.333		4.01	70		74.01	109
9332	5" diameter		4	2		7.55	105		112.55	165
9334	6" diameter		3	2.667		10.20	140		150.20	220
9335	See note on line 26 05 33.13 9995									
9340	Field bends, 45° & 90°, 1/2" diameter	1 Elec	45	.178	Ea.		9.30		9.30	13.95
9350	3/4" diameter		40	.200			10.50		10.50	15.70
9360	1" diameter		35	.229			12		12	17.90
9370	1-1/4" diameter		32	.250			13.10		13.10	19.60
9380	1-1/2" diameter		27	.296			15.55		15.55	23
9390	2" diameter		20	.400			21		21	31.50
9400	2-1/2" diameter		16	.500			26		26	39
9410	3" diameter		13	.615			32.50		32.50	48.50
9420	3-1/2" diameter		12	.667			35		35	52.50

# 26 05 Common Work Results for Electrical

## 26 05 19 - Low-Voltage Electrical Power Conductors and Cables

26 05 19.90 Wire		Daily Crew	Labor- Output	Hours	Unit	Material	2013 Bare Costs		Total	Total Incl O&P
							Labor	Equipment		
0540	600 volt, aluminum type THHN, stranded, #6	1 Elec	8	1	C.L.F.	32.50	52.50		85	114
0560	#4	2 Elec	13	1.231		40	64.50		104.50	141
0580	#2		10.60	1.509		54.50	79		133.50	178
0600	#1		9	1.778		80	93		173	227
0620	1/0		8	2		95.50	105		200.50	262
0640	2/0		7.20	2.222		113	116		229	298
0680	3/0		6.60	2.424		140	127		267	345
0700	4/0		6.20	2.581		156	135		291	375
0720	250 kcmil	3 Elec	8.70	2.759		191	145		336	425
0740	300 kcmil		8.10	2.963		263	155		418	520
0760	350 kcmil		7.50	3.200		268	168		436	545
0780	400 kcmil		6.90	3.478		315	182		497	620
0800	500 kcmil		6	4		345	210		555	695
0850	600 kcmil		5.70	4.211		435	221		656	810
0880	700 kcmil		5.10	4.706		505	247		752	925
0900	750 kcmil		4.80	5		585	262		847	1,025
0910	1000 kcmil		3.78	6.349		870	335		1,205	1,450
0920	600 volt, copper type THWN-THHN, solid, #14	1 Elec	13	.615		8.25	32.50		40.75	57.50
0940	#12		11	.727		12.45	38		50.45	70.50
0960	#10		10	.800		19.70	42		61.70	84
1000	Stranded, #14		13	.615		10.10	32.50		42.60	59.50
1200	#12		11	.727		15.50	38		53.50	74
1250	#10		10	.800		24	42		66	89
1300	#8		8	1		37	52.50		89.50	119
1350	#6		6.50	1.231		63	64.50		127.50	166
1400	#4	2 Elec	10.60	1.509		101	79		180	229
1450	#3		10	1.600		125	84		209	263
1500	#2		9	1.778		157	93		250	310
1550	#1		8	2		206	105		311	385
1600	1/0		6.60	2.424		250	127		377	465
1650	2/0		5.80	2.759		315	145		460	560
1700	3/0		5	3.200		395	168		563	685
2000	4/0		4.40	3.636		495	191		686	830
2200	250 kcmil	3 Elec	6	4		595	210		805	970
2400	300 kcmil		5.70	4.211		710	221		931	1,100
2600	350 kcmil		5.40	4.444		830	233		1,063	1,275
2700	400 kcmil		5.10	4.706		945	247		1,192	1,425
2800	500 kcmil		4.80	5		1,150	262		1,412	1,650
2802	600 kcmil		3.90	6.154		1,375	320		1,695	2,000
2804	750 kcmil		3.30	7.273		2,325	380		2,705	3,125
2805	1000 kcmil		1.94	12.371		3,075	650		3,725	4,350
2900	600 volt, copper type XHHW, solid, #14	1 Elec	13	.615		14.10	32.50		46.60	64
2920	#12		11	.727		22	38		60	81.50
2940	#10		10	.800		34.50	42		76.50	101
3000	Stranded, #14		13	.615		14.70	32.50		47.20	64.50
3020	#12		11	.727		22	38		60	81
3040	#10		10	.800		33.50	42		75.50	99
3060	#8		8	1		51	52.50		103.50	135
3080	#6		6.50	1.231		84.50	64.50		149	190
3100	#4	2 Elec	10.60	1.509		131	79		210	262
3120	#2		9	1.778		204	93		297	365
3140	#1		8	2		279	105		384	460
3160	1/0		6.60	2.424		345	127		472	570

# 71 Electrical Utility Transmission and Distribution

## 19 – Electrical Underground Ducts and Manholes

9.15 Underground Ducts and Manholes	Crew	Daily Output	Labor-Hours	Unit	Material	2013 Bare Costs		Total	Total Incl O&P
						Labor	Equipment		
5" diameter	1 Elec	6	1.333	Ea.	244	70		314	375
6" diameter		4	2		289	105		394	475
Adapter, 1/2" diameter		39	.205		.35	10.75		11.10	16.50
3/4" diameter		33	.242		.58	12.70		13.28	19.65
1" diameter		29	.276		.77	14.45		15.22	22.50
1-1/2" diameter		26	.308		1.34	16.10		17.44	25.50
2" diameter		23	.348		1.69	18.25		19.94	29.50
3" diameter		18	.444		4.11	23.50		27.61	39.50
4" diameter		13	.615		7.25	32.50		39.75	56.50
5" diameter		11	.727		15.55	38		53.55	74
6" diameter		8	1		26	52.50		78.50	107
Bell end & cap, 1-1/2" diameter		26	.308		9.65	16.10		25.75	34.50
Bell end & plug, 2" diameter		23	.348		12.80	18.25		31.05	41.50
3" diameter		18	.444		15.55	23.50		39.05	52
4" diameter		13	.615		19.65	32.50		52.15	70
5" diameter		11	.727		22	38		60	81.50
6" diameter		8	1		26.50	52.50		79	108
Base spacer, 2" diameter		42	.190		1.53	10		11.53	16.65
3" diameter		33	.242		1.60	12.70		14.30	21
4" diameter		29	.276		1.62	14.45		16.07	23.50
5" diameter		26	.308		2.03	16.10		18.13	26
6" diameter		25	.320		2.78	16.75		19.53	28
Intermediate spacer, 2" diameter		45	.178		1.20	9.30		10.50	15.25
3" diameter		34	.235		1.69	12.35		14.04	20.50
4" diameter		31	.258		1.55	13.50		15.05	21.50
5" diameter		28	.286		1.83	14.95		16.78	24.50
6" diameter		25	.320		2.68	16.75		19.43	28

## 9.17 Electric and Telephone Underground

### ELECTRIC AND TELEPHONE UNDERGROUND

Not including excavation

backfill and cast in place concrete

For bedding, see Section 31 23 23.16

R337119-30

Hand holes, precast concrete, with concrete cover

2' x 2' x 3' deep

R-3

2.40

8.333

Ea.

410

430

57

897

1,175

3' x 3' x 3' deep

1.90

10.526

Ea.

530

545

72

1,147

1,475

4' x 4' x 4' deep

1.40

14.286

Ea.

1,200

740

98

2,038

2,500

Manholes, precast with iron racks & pulling irons, C.I. frame

and cover, 4' x 6' x 7' deep

B-13

2

28

Ea.

5,800

1,075

365

7,240

8,450

6' x 8' x 7' deep

1.90

29.474

Ea.

6,525

1,150

385

8,060

9,350

6' x 10' x 7' deep

1.80

31.111

Ea.

7,325

1,200

405

8,930

10,300

Underground duct, banks ready for concrete fill, min. of 7.5"

between conduits, center to center

PVC, type EB, 1 @ 2" diameter

2 Elec

480

.033

L.F.

.46

1.75

2.21

3.12

2 @ 2" diameter

240

.067

L.F.

.93

3.49

4.42

6.25

4 @ 2" diameter

120

.133

L.F.

1.85

7

8.85

12.50

1 @ 3" diameter

400

.040

L.F.

.60

2.10

2.70

3.80

2 @ 3" diameter

200

.080

L.F.

1.20

4.19

5.39

7.55

4 @ 3" diameter

100

.160

L.F.

2.40

8.40

10.80

15.20

1 @ 4" diameter

320

.050

L.F.

.88

2.62

3.50

4.89

2 @ 4" diameter

160

.100

L.F.

1.76

5.25

7.01

9.80

4 @ 4" diameter

80

.200

L.F.

3.53

10.50

14.03

19.60

6 @ 4" diameter

54

.296

L.F.

5.30

15.55

20.85

29



# Town of Discovery Bay

*"A Community Services District"*

## AGENDA REPORT

**Meeting Date**

April 3, 2013

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

*RH*

### Agenda Title

Award of Contract to Wingard Engineering for the Cornell Park Lighting Upgrade Project

### Recommended Action

That the Board: (1) Award contract to Wingard Engineering in the amount of \$24,950.00 for the Cornell Park Lighting Upgrade Construction Project; (2) authorize the General Manager to execute all contract documents; and (3) in the event that the Wingard Engineering fails to meet contractual obligations that the General Manager is authorized to execute contract documents with the second lowest responsible bidder

### Executive Summary

The Town of Discovery Bay Community Services District (District) Board of Directors (Board) approved the Cornell Park Lighting Upgrade Project on the Discovery Bay Lighting and Landscape Zone 8 2012/2013 Operating and Capital Budget on June 20, 2012.

This Project will replace existing aged and deteriorated pathway lighting, with new solar powered units. The new lighting meets Dark Sky certifications and will provide safety lighting within the park. The new units, provided by Sol, are currently also installed at Ravenswood Park (Discovery Bay Lighting and Landscape Zone 9). Miscellaneous activities included in the project include abandonment of existing underground wiring, demolition and removal of old footings, and minor irrigation and landscape repairs.

### Bid Analysis:

The Bid Package was released on March 5, 2013; with published advertising on March 8, 2013. On March 27, 2013 at 2:00 p.m. Staff publicly opened four sealed bids.

No.	Contractor	Address	Bid Amount
1	Columbia Electric	1908 Davis Street San Leandro, CA 94577	\$44,100.00
2	Summerhill Electric	5230 E 12 <sup>th</sup> Street Oakland, CA 94601	\$200,000.00
3	Wingard Engineering, Inc.	PO Box 99 Bethel Island, CA 94511	\$24,950.00
4	DAN Electric	2990 Teagarden Street San Leandro, CA 94577	\$38,980.00

Staff reviewed bid packages, Contractor License status, business ratings and references and has determined Wingard Engineering, Inc. to be the lowest responsible bidder. The Opinion of Probable Costs for the project was \$51,870.00.

The contract may begin as soon as lighting materials are received by the District (purchased and supplied directly). Contract work is expected to be completed within 20 days of start date.

- Continued -

**Environmental Review:**

The California Environmental Quality Act (Section 21000, et seq. of the California Public Resources Code, hereafter CEQA) requires analysis of agency approvals of discretionary projects. A "project," under CEQA, is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." The proposed project is a project under CEQA.

Staff previously reviewed the proposed project and found that the project is exempt from CEQA pursuant to State CEQA Guidelines Section 15302 (Replacement or Reconstruction). The project consists of replacement of existing pathway lighting, where the new fixtures will be located on the same site and will have the same purpose and capacity as the fixtures replaced. On November 7, 2012 the Board authorized the filing a Notice of Exemption for the Cornell Park Lighting Upgrade; which was then delivered and filed with the Contra Costa County Recorder's Office.

**Financial Review:**

All project costs have been budgeted within the Fiscal Year 2012-13 Discovery Bay Landscape and Lighting Zone 8 Operating and Capital Budget; Approved Project Budget: \$110,000.00. Sufficient funds are available for the construction contract of \$24,950.00, as well as contingency to accommodate potential change orders up to \$10,000.00; for a total construction budget of \$34,950.00.

Should Wingard Engineering, Inc. fail to meet their obligations in executing the construction contract, the next lowest responsible bidder, DAN Electric, may instead be awarded the contract. Funds would still be available for the construction contract of \$38,980.00 as well as contingency to accommodate potential change orders up to \$10,000.00; for a total construction budget of \$48,980.

A summary of estimated total project costs based on the two lowest responsive and responsible bids are shown in the tables below.

**Table 1 – Total Estimated Project costs for the Cornell Park Lighting Upgrade Project  
(Lowest Responsible Bid – Wingard Engineering, Inc.)**

Phase	Estimated Costs
Design / Review	\$7,663.00
Materials Purchase (Direct)	\$50,262.72
Construction Contract	\$24,950.00
Contingency	\$10,000.00
TOTAL	\$92,875.72

**Table 2 – Total Estimated Project costs for the Cornell Park Lighting Upgrade Project  
(Second Lowest Responsible Bid – DAN Electric)**

Phase	Estimated Costs
Design / Review	\$7,663.00
Materials Purchase (Direct)	\$50,262.72
Construction Contract	\$38,980.00
Contingency	\$10,000.00
TOTAL	\$106,905.72

**Fiscal Impact:**

Amount Requested \$34,950.00 (Includes \$10,000.00 Contingency)  
Sufficient Budgeted Funds Available?: Yes  
Proj/Fund # Zone # 8 Category: Capital 4834

**Previous Relevant Board Actions for This Item**

June 20, 2012 – Adoption of Discovery Bay Lighting and Landscape Zone 8 2012/2013 Operating and Capital Budget  
September 5, 2012 – Award of Contract to Gates & Associates for Design – Cornell Park Improvements  
November 7, 2012 – Approval of Notice of Exemption, Cornell Park Lighting Upgrade Project

**Attachments**

Draft Contract to Wingard Engineering for the Cornell Park Lighting Upgrade Project

**AGENDA ITEM: H-2**



# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

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

## CONTRACT FOR

### CORNELL PARK LIGHTING UPGRADE

This CONTRACT is made and entered into this 4<sup>th</sup> day of June, 2013, by and between the Town of Discovery Bay Community Services District (hereinafter “Owner”) whose address is 1800 Willow Lake Road Discovery Bay, CA 94505 and Wingard Engineering, Inc. (hereinafter “Contractor”).

### W I T N E S S E T H

That the Owner has awarded to the Contractor, upon his Bid duly submitted in the amount of \$24,950.00, the Contract for doing the work and furnishing the materials and equipment for the work (hereinafter “Work”) described in the Contract Documents bound herewith on the terms stated as follows:

1. Contractor Agrees:
  - a. To do all the Work and furnish all the labor, material, equipment and appliances to complete the Work in accordance with the Contract Documents. See attached “Exhibit A”
  - b. To do and perform said Work diligently as directed by the Owner until completion is evidenced by written acceptance by the Owner.
  - c. To start said Work within five (5) working days after receipt of Notice to Proceed and Completion of all work in 20 working days, which are part of “Exhibit A” from date established by the Notice to Proceed. A working day shall be defined in accordance with the provision of Section 8 of the California Standard Specifications.
  - d. To remedy, at his expense, any defects in the Work, which shall appear within a period of twelve (12) months from the date of the final acceptance of the Work.
  - e. To do and perform the Work contemplated hereby and furnish all labor, material, appliances, equipment, tools and pay all taxes therefore, at the bid price specified in the Bid form submitted by the Contractor, a conformed copy of which is attached and made a part of the Contract.
  - f. To maintain during the life of the Contract, Workers’ Compensation, Public Liability and Property Damage Insurance as provided in the General Conditions. Certificates of such insurance shall be delivered to the Owner. The Contractor must comply with Labor Code §3700.
  - g. Should the Contractor fail to complete the Work included in the Contract within the time limit agreed upon or such extensions thereof as may be granted, a deduction of Two Hundred Fifty dollars (\$250.00) per day will be made from amounts otherwise due the Contractor for each and every calendar day, or fraction thereof, that the work, or each stated portion, remains incomplete after the date set for its completion.

2. The Owner will cause payment to be made to the Contractor for the Contract prices provided herein in the following manner:
  - a. On or about the tenth day of each month after the start of the Work, an amount equal to ninety percent (95%) of the value of all Work completed as of the 20<sup>th</sup> day of the preceding month, based on quantities of Work completed, as determined by the Engineer at the unit prices stated, less the aggregate of all previous payments made to the Contractor.
  - b. Thirty-five (35) days after completion of the Contract and its acceptance by the Owner, the balance of the Contract price will be paid. Such final payment will not be made until completion of the entire Work and acceptance of the whole by the Owner.
  - c. Contractor may substitute securities in lieu of retained funds in accordance with Public Contracts Code Section 22300.
3. It is further agreed by the parties that before each payment is made as provided above, receipts and releases of liens of all kinds for all labor and materials and all other indebtedness connected with the Work shall be presented to the Owner by the Contractor upon the request of the Owner.
4. It is expressly understood and agreed that a waiver of any of the conditions or covenants of this Contract shall not be considered a waiver of any of the provisions hereof
5. Contractor shall comply with all Federal, State and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

5A. A determination of the general prevailing rate of per diem wages and holiday and overtime work where the work is to be performed is available for review upon request at the Town of Discovery Bay CSD offices. Contractor and subcontractors will not pay less than the prevailing rates of wages. Contractor will post on copy of the prevailing rates of wage at the job site. Contractor shall forfeit as penalty the sum of up to fifty dollars (\$50.00) for each calendar day or portion thereof, and for each worker paid less than the prevailing rates under this contract. Travel and subsistence payments shall be paid to each worker as defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations for the particular craft, classification or type of work.

5B. Eight (8) hours labor constitutes a legal day's work. Workers shall be paid at a rate of one and one-half times the basic rate of pay for work in excess of eight (8) hours during a calendar day or forty hours during a calendar week of the foregoing hours. Contractor shall keep and make available an accurate record showing the name of each worker and hours worked each day and each week by each worker. As a penalty to the Town of Discovery Bay CSD, Contractor shall forfeit twenty-five dollars (\$25.00) for each worker, including subcontractors' workers, for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of Labor Code Sections 1810 through 1815.

5C. Pursuant to California Labor Code Section 1776, Contractor and each Subcontractor shall keep accurate records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: The information contained in the payroll record is true and correct. The employer has complied with the requirements of Labor Code Section 1771, 1811, and 1815 for any work performed by his or her employees on the public work project. A certified copy of all payroll records shall be

made available for inspection or furnished upon request to the Town of Discovery Bay CSD, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the Town of Discovery Bay CSD, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Labor Code Section 1776 (b)(2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation as provided in Title 13 California Code of Regulations Section 16402 by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as provided by the division. The Contractor or subcontractor shall file a certified copy of the records enumerated with the entity that requested the records within ten (10) days after receipt of a written request.

5D. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the Town of Discovery Bay CSD, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number as provided in Labor Code Section 1776. The name and address of the Contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. The Contractor shall inform the Town of Discovery Bay CSD of the location of the records enumerated under paragraph (1.3) including the street address, city and county, and shall within five (5) working days, provide a notice of change of location and address. The Contractor or Subcontractor shall have ten (10) days in which to comply subsequent to receipt of written notice requesting the records. In the event that the Contractor or Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the Town of Discovery Bay CSD, forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. The Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

6. It is mutually agreed and understood that the complete Contract shall consist of this Contract, and the following component documents, all of which are fully a part hereof as if herein set out in full, or if not attached, as if attached, and which together constitute the Contract Documents:
  - Instructions for Bidders (Attached)
  - "Noncollusion Affidavit" (Attached)
  - Accepted Bid with Attached List of Subcontractors and Attached Bidder's Responsibility Statement (Attached)
  - Faithful Performance Bond and Labor and Materials Bond (if applicable)
  - General Conditions (Attached)
  - Plans and Specifications, including any amendments (Not Attached)
    - Specification Sections: 31 10 00, 12 93 00 & 03 30 00, all dated January 31, 2013
    - Drawings: L1.0, L2.1, L2.2, L3.1, L3.2, & C1.0 all dated January 31, 2013
7. The provisions of California Labor Code Sections 1777.5 and 1777.6 shall apply to the employment of apprentices by Contractor or any subcontractor under him.
8. If the total bid amount as set forth in the Bid is in excess of \$25,000, then Contractor shall provide a Faithful Performance Bond and a Labor and Materials Bond, in the sum of 100% of the contract price; the Faithful Performance Bond will be retained by the Town of Discovery Bay for twelve months following final acceptance by the Town of Discovery Bay of the

improvements constructed to guarantee correction of failures attributable to workmanship and materials.

9. All provisions of the California Occupational Safety and Health Act of 1973 (CALOSHA), as amended, shall be adhered to.
10. The statutory provisions for penalties for failing to comply with the State of California wage and labor laws will be enforced, as well as that for failing to pay prevailing wages.
11. Eight hours labor constitutes a legal day's work.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, on the day and year first above written.

TOWN OF DISCOVERY BAY  
1800 Willow Lake Road  
Discovery Bay, CA 94505

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DRAFT



# Town of Discovery Bay

*"A Community Services District"*

## AGENDA REPORT

Meeting Date

April 3, 2013

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

### Agenda Title

Discovery Bay Community Center Swimming Pool Repair

### Recommended Action

Approve contract for Community Center Swimming Pool repairs in the amount of \$49,000.00 and authorize the General Manager to execute all necessary contract documents

### Executive Summary

The Town recently closed escrow on the purchase of the Discovery Bay Community Center site, located at 1601 Discovery Bay Boulevard. One of the onsite amenities includes a swimming pool. The pool is in need of repair and requires maintenance and replacement to a number of items, including ADA upgrades, maintenance issues and the installation of a pool heater.

On February 6, 2013, the Board authorized and budgeted \$23,000.00 for necessary pool repairs. Staff has received estimates from two different pool maintenance companies, and has painstakingly evaluated those proposals. After a thorough review and evaluation of the pool with a series of aquatic professionals, it was determined that the pool was equipped with residential equipment that is very inefficient and is also in need of significant repair and/or replacement. Subsequently, staff solicited proposals to renovate the pool with commercial grade equipment that is manufactured to be more energy efficient and constructed to withstand a commercial pool environment. The costs to do this renovation will exceed \$47,000.00 plus tax (on taxable items totaling approximately \$1,871.00) for a total of approximately \$49,000.00. It is anticipated that energy rebates in the amount of \$7,000.00 will be made available through PG&E. Staff is presently working with PG&E to ensure the rebates are realized. After the rebate, the additional amount is approximately \$19,000.00.

Ongoing monthly pool maintenance is estimated at \$1,040.00 monthly during the months that the pool is open for use. Once the pool is shut down for the winter that cost is anticipated to drop by 50%. Electrical use is \$1.00/hour for the pump and \$4.00/hour for each of the two the heater(s). Based upon industry averages and normal consumption, it is anticipated the electrical use will be \$300 monthly (10 hours daily). This is likely a savings over the current 3 pump system (3 pumps currently vs. 1 pump). Heating is a little more difficult to calculate due to the different times of the year that the pool will be heated. During the summer, it would be expected that the pool would be heated for a shorter period of the day in order to quickly eliminate any overnight heat loss (approximately 3-4 hours). However, it would be anticipated that the shoulder seasons (April/May/September/October) would see a much higher heating use as night ambient air temperatures are different heading into and out of the summer season. Pool use would be at its highest during the summer months, yet it would be expected that the shoulder seasons would also have high use, especially during after school hours. Without heating the pool during those times, use would more than likely be non-existent when the pool temperature becomes uncomfortable without heat. It should be noted that a base level of pool maintenance will be necessary as will be electrical costs, regardless of the action the Board takes on this recommended action.

Pool equipment, according to the supplier, can be onsite within two to three weeks of the order being placed.

### Fiscal Impact:

**Amount Requested \$49,000.00**

**Sufficient Budgeted Funds Available?: No. A budget Amendment will be necessary at Fiscal Year End.**

### Previous Relevant Board Actions for This Item

Approval of Community Center Budget – February 6, 2013

### Attachments

Proposal(s) for Pool Repair and Services, Monthly Maintenance Service

**AGENDA ITEM: H-3**

National Aquatic Services, Inc.  
 PO Box 2168  
 Brentwood, CA 94513

**N A S**  
**Sales Quote**

Sales Quote Number:

CO 2012-271

Sales Quote Date:

3/20/2013

Name / Address

Job Site

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

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

Description	Qty	Rate	Quote Total
Installation of new swimming pool equipment. Filters, backwash valves, manifold piping, heaters, return piping, flow meter and Chemistry control system The equipment will be supplied by another vendor.  - Demo out old filters, heater, plumbing from the discharge side of the pumps to the return line. (we will haul all of the old equipment away, we recycle anything that we can, this offsets some of the dump fees) - Drain the pool for cleaning and tile repairs - we will clean the plaster with citric acid (environmentally friendly product) - Set all of the new equipment in a service friendly location - Run new plumbing from the pumps to the new filters, heaters and connect to the existing 4" copper return (The plumbing will be done with sch. 80 PVC.) - install the filter media - install new flow meter and pressure gauges - re-locate electrical to new heater locations - demo out the degraded portion of the gas line, install new gas line from the elbow at the fence to the 2 new heaters - install venting, this vent will run out the back of the equipment room with the assistance of a powervent. (we will avoid the roof venting as the roof is rotten) - installation of the chemistry control system - install the 50gal acid tank - install the chemical feed pumps - Backwash the system - balance the water chemistry - calibrate the chemistry controller - train the onsite staff on how to operate the pool. While on site we will install ADA handicap lift that is to be provided by others.	1	14,750.00	14,750.00

Permits and fees are the responsibility of the owner. These can be provided on a time and materials basis.	<b>Quote Total</b>	<b>\$14,750.00</b>
--	--------------------	--------------------

Please sign and return if approved.

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

Phone #	E-mail	Fax #	Web Site
925-513-9025	accounting@naspools.com	925-513-4941	NASpools.com

Lincoln Equipment, Inc.  
 2051 Commerce Avenue  
 Concord, CA 94520  
 Phone: 800-223-5450  
 Fax: 888-680-2825



**SALES QUOTE**

Sales Quote Number: WQ61505  
 Sales Quote Date: 3/20/13  
 Page: 1

Sold To: Town of Discovery Bay CSD  
 1800 Willow Lake Road  
 Discovery Bay, CA 94505-9376

Ship To: Town of Discovery Bay CSD  
 1800 Willow Lake Road  
 Discovery Bay, CA 94505-9376

Ship Via	UPS GRD	Customer ID	CT0085005
Ship Method	FOBO	Cust Phone	(925) 634-1131
Sales Person	Craig Powell/209/527-3566	Cust Fax	

Item No.	Description	Unit	Quantity	Unit Price	Total Price
17-080	Pentair TR 140C sand filter	EACH	3	\$1,094.00	\$3,282.00
17-191	Pentair 2" hi-flow valve, sand	EACH	3	\$121.00	\$363.00
01-407	50# #20 Silica Sand, 20+ bags	EACH	36	\$9.75	\$351.00
01-409	50# Pea Gravel, 1/8x1/4, 20+ bags	EACH	18	\$10.25	\$184.50
05-036	Chemtrol PC 2100 controller	EACH	1	\$2,400.00	\$2,400.00
12-175	LMI solution tank, 50 gallon	EACH	1	\$285.00	\$285.00
10-096	Stenner pump, 50 GPD, single, 3/8"	EACH	2	\$350.00	\$700.00
21-000	Raypak 399,000 BTU Milivolt ASME Heater	EACH	2	\$2,302.00	\$4,604.00
21-000	Power Vent Indoor	EACH	2	\$442.00	\$884.00
81-065	Aspen Aquatic Lift	EACH	1	\$3,291.50	\$3,291.50
81-050	Aspen/Freedom anchor kit	EACH	1	\$264.00	\$264.00

Lincoln Equipment, Inc.  
2051 Commerce Avenue  
Concord, CA 94520  
Phone: 800-223-5450  
Fax: 888-680-2825



**SALES QUOTE**

Sales Quote Number: WQ61505  
Sales Quote Date: 3/20/13  
Page: 2

Sold To: Town of Discovery Bay CSD  
1800 Willow Lake Road  
Discovery Bay, CA 94505-9376

Ship To: Town of Discovery Bay CSD  
1800 Willow Lake Road  
Discovery Bay, CA 94505-9376

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Ship Via	UPS GRD	Customer ID	CT0085005
Ship Method	FOBO	Cust Phone	(925) 634-1131
Sales Person	Craig Powell/209/527-3566	Cust Fax	

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Item No.	Description	Unit	Quantity	Unit Price	Total Price
	ESTIMATED Freight Estimate		1	\$1,425.00	\$1,425.00

---

THIS QUOTE DOES NOT INCLUDE SALES TAX. SALES TAX WILL BE COMPUTED, IF APPLICABLE, WHEN WE OPEN AN ACCOUNT FOR YOUR COMPANY AND CREATE AN ORDER FROM THIS QUOTE.

---

To approve or review this quote, please contact your sales rep at the number shown above.  
You can also phone us at: 800-223-5450

---

To expedite orders, please include Quote Number with purchase order.  
Orders placed after the expiration date may be re-quoted. Freight quotes good for 30 days.

Submitted By: \_\_\_\_\_ Accepted By: \_\_\_\_\_

---

Amount Subject to Sales Tax	Amount Exempt from Sales Tax	Subtotal:	18,034.00
0.00	18,034.00	Invoice Discount:	0.00
		Total Sales Tax:	0.00
		Total:	18,034.00

Lincoln Equipment, Inc.  
 2051 Commerce Avenue  
 Concord, CA 94520  
 Phone: 800-223-5450  
 Fax: 888-680-2825



**SALES QUOTE**

Sales Quote Number: WQ61516  
 Sales Quote Date: 3/18/13  
 Page: 1

Sold To: Town of Discovery Bay CSD  
 1800 Willow Lake Road  
 Discovery Bay, CA 94505-9376

Ship To: Town of Discovery Bay CSD  
 1800 Willow Lake Road  
 Discovery Bay, CA 94505-9376

Ship Via	UPS GRD	Customer ID	CT0085005
Ship Method	FOBO	Cust Phone	(925) 634-1131
Sales Person	Craig Powell/209/527-3566	Cust Fax	

Item No.	Description	Unit	Quantity	Unit Price	Total Price
13-265	Pentair EQ pump, w/ strainer, 7 1/2 HP, 3 phase	EACH	1	\$4,264.00	\$4,264.00
13-450	Pentair Acu Drive XS (VFD). & 1/2 HP , 3 Phase	EACH	1	\$2,525.00	\$2,525.00
NAS-LABOR	NAS-Labor, Replumb and install pump. Install VFD.		1	\$6,875.00	\$6,875.00
ESTIMATED	Freight		1	\$1,035.00	\$1,035.00

THIS QUOTE DOES NOT INCLUDE SALES TAX. SALES TAX WILL BE COMPUTED, IF APPLICABLE, WHEN WE OPEN AN ACCOUNT FOR YOUR COMPANY AND CREATE AN ORDER FROM THIS QUOTE.

To approve or review this quote, please contact your sales rep at the number shown above.  
 You can also phone us at: 800-223-5450

To expedite orders, please include Quote Number with purchase order.  
 Orders placed after the expiration date may be re-quoted. Freight quotes good for 30 days.

Submitted By: \_\_\_\_\_ Accepted By: \_\_\_\_\_

Amount Subject to Sales Tax	0.00	Amount Exempt from Sales Tax	14,699.00	Subtotal:	14,699.00
				Invoice Discount:	0.00
				Total Sales Tax:	0.00
				Total:	14,699.00



# Town of Discovery Bay

*"A Community Services District"*

## AGENDA REPORT

**Meeting Date**

April 3, 2013

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

**Agenda Title**

Agency Comment Request – Development Plan Application – DP13-3002

**Recommended Action**

As Necessary

**Executive Summary**

The Contra Costa County Department of Conservation and Development has requested Board input into a proposed Development Plan Application from Bonny and Tony Simi for consideration of a lot line adjustment. The lot line adjustment will be splitting the lot located in between 5612 Drakes Drive and 5592 Drakes Drive.

The lot located in between 5612 Drakes Drive and 5592 Drakes Drive has a pool that is being removed and the owners are splitting the land for each home to use as a yard. The owners have no plans at the county for any building of any sort at this time.

A diagram of the property is attached.

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

**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**

Agency Comment Request – DP13-3002

**AGENDA ITEM: H-4**





**CONTRA COSTA COUNTY**  
 Department of Conservation & Development  
 Community Development Division

**DEVELOPMENT PLAN APPLICATION**

TO BE COMPLETED BY OWNER OR APPLICANT

<b>PROPERTY OWNER(S)</b> Name <u>Bonny &amp; Tony Simi</u>	<b>APPLICANT</b> Name
Address <u>1036 Abilene way</u>	Address
City, State/Zip <u>Park City UT</u>	City, State/Zip
Phone <u>925-354-0959</u>	Phone
By signing below, owner agrees to pay all costs, including any accrued interest, if the applicant does not pay costs. <input type="checkbox"/> Check here if billings are to be sent to applicant rather than owner. Owner's Signature _____	By signing below, applicant agrees to pay all costs for processing this application plus any accrued interest if the costs are not paid within 30 days of invoicing. Applicant's Signature _____

<b>CONTACT PERSON (optional)</b> Name <u>Tony Simi</u>	<b>PROJECT DATA</b>
Address <u>1036 Abilene way</u>	Total Parcel Size:
City, State/Zip <u>Park City UT 84098</u>	Proposed Number of Units:
Phone <u>925-354-0959</u> email <u>tony.sim.400@</u>	Proposed Square Footage:
Project description (attach supplemental statement if necessary): <u>we are moving 1/2 lot with 5612 drakes dr and 1/2 with 5602 both home owners currently own 1/2 lot each</u>	Estimated Project Value:

FOR OFFICE USE ONLY

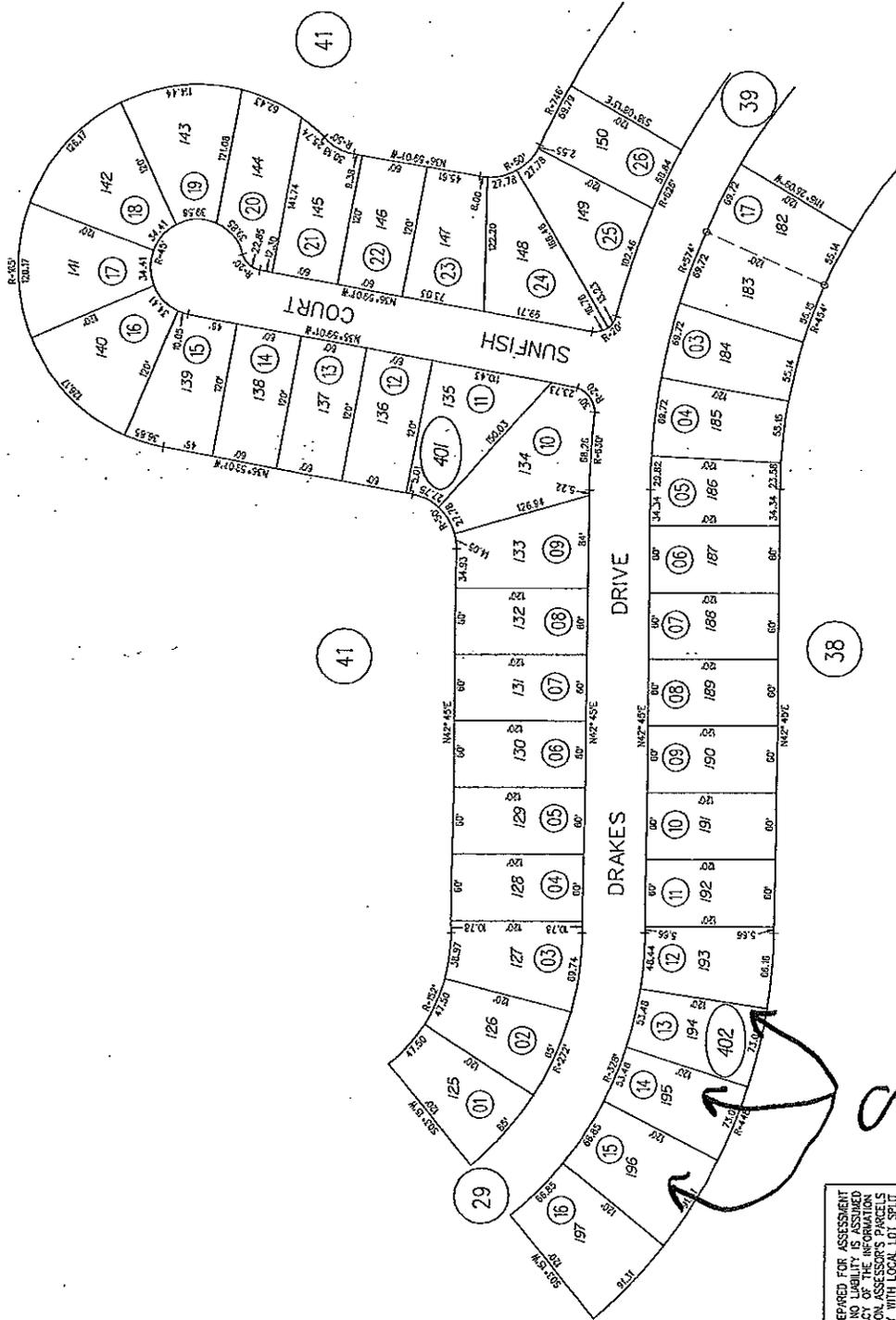
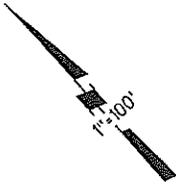
Project description: THE APPLICANT REQUESTS APPROVAL OF A DEVELOPMENT PLAN TO ALLOW THE MODIFICATION OF FINAL DEVELOPMENT PLAN #3014-74 FOR THE TRANSFER OF LAND FROM ONE LOT, TO TWO ADJACENT LOTS VIA A LOT LINE ADJUSTMENT.

Property description: LOTS 194, 195, AND 196 OF TRACT 5586

Ordinance Ref.:	TYPE OF FEE	FEE	CODE	Assessor's #: <u>004-402-014, 013, 015</u>
Area: <u>DISCOVERY BAY CONSOLIDATED/</u>	*Base Fee/Deposit	\$1,000	S-	Site Address: <u>5592 5602 5612 DRAKES DRIVE</u>
Fire District: <u>EAST CONTRA COSTA</u>	Late Filing Penalty (+50% of above if applicable)		S-066	Zoning District: <u>P-1</u>
Sphere of Influence: <u>N/A</u>	#Units _____ x \$195.00		S-014	Census Tract: <u>3040.00</u>
Flood Zone: <u>AE AND B</u>	_____ Sq. Ft. x \$0.20			Atlas Page: <u>N-29</u>
Panel Number:	Notification Fee	<u>15.00 / 30.00</u>	S-052	General Plan: <u>SM</u>
x-ref Files:	Fish & Game Posting (if not CEQA exempt)	75.00	S-048	Substandard Lot: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
	Environmental Health Dept.	<u>47.00</u>	5884	Supervisorial District: <u>3-PIEPHO</u>
	Other:			Received by: <u>Tony</u>
Concurrent Files: <u>U13-0001</u>	<b>TOTAL</b>	\$ <u>1,077</u>		Date Filed: <u>2/11/13</u>
	<b>Receipt</b>	# <u>CD13-004003</u>		File # <u>DP13-03002</u>

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

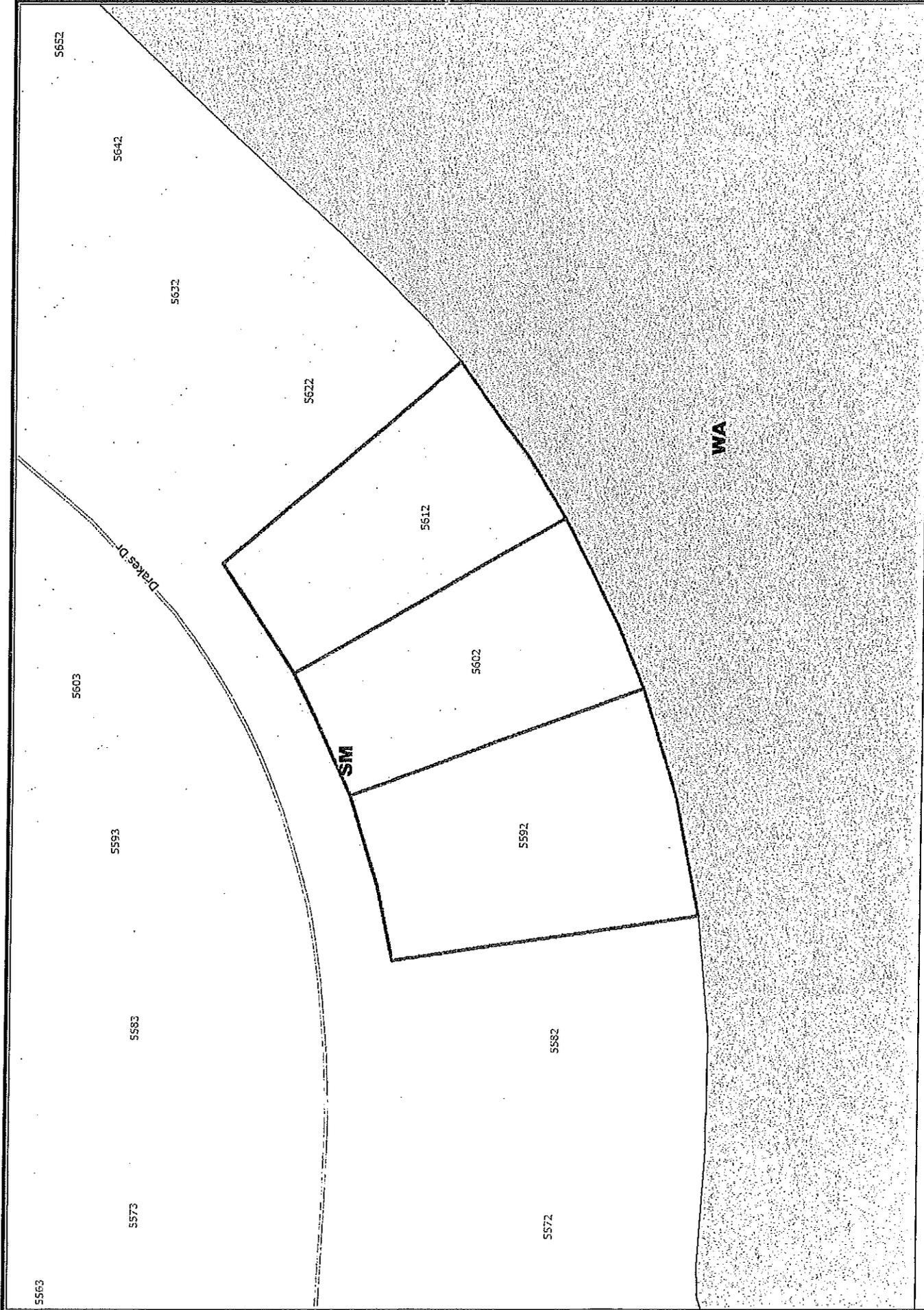
**INSTRUCTIONS ON REVERSE**



NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR ANY ERRORS OR OMISSIONS. THE INFORMATION CONTAINED HEREON OR REFERRED TO IN THIS MAP MAY NOT COMPLY WITH LOCAL, STATE, FEDERAL OR BUILDING SITE ORDINANCES.

401 401

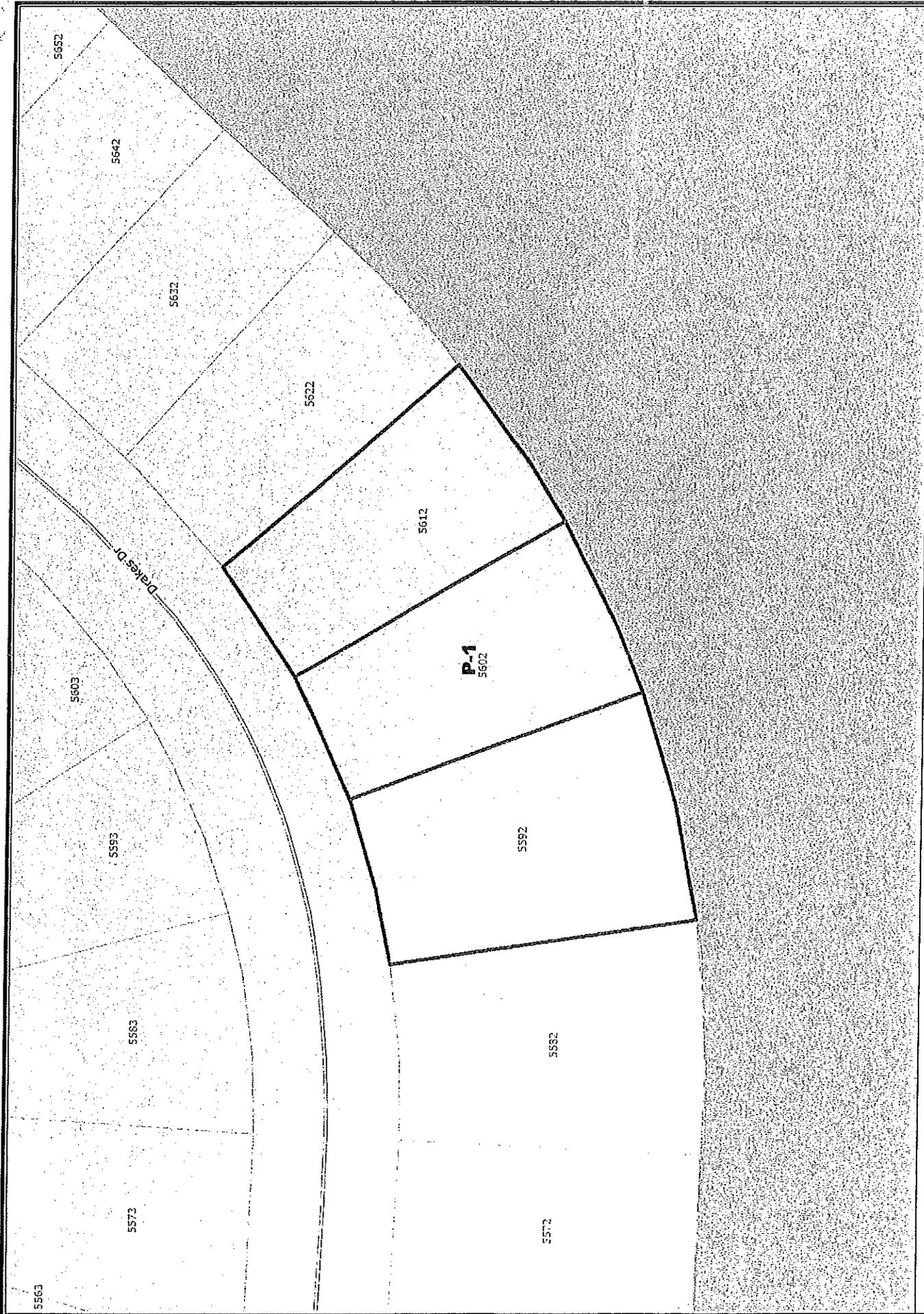
FM 009-67  
FM009-22 2-5-80  
ASSESSOR'S MAP  
BOOK 04 PAGE 40  
CONTRA COSTA COUNTY, CALIF.



Scale 1:585  
 Contra Costa Internet GIS Map  
 Printed: Feb 15, 2013 8:43:39 AM

**General Plan: Single-Family Residential, Medium Density (SM)**

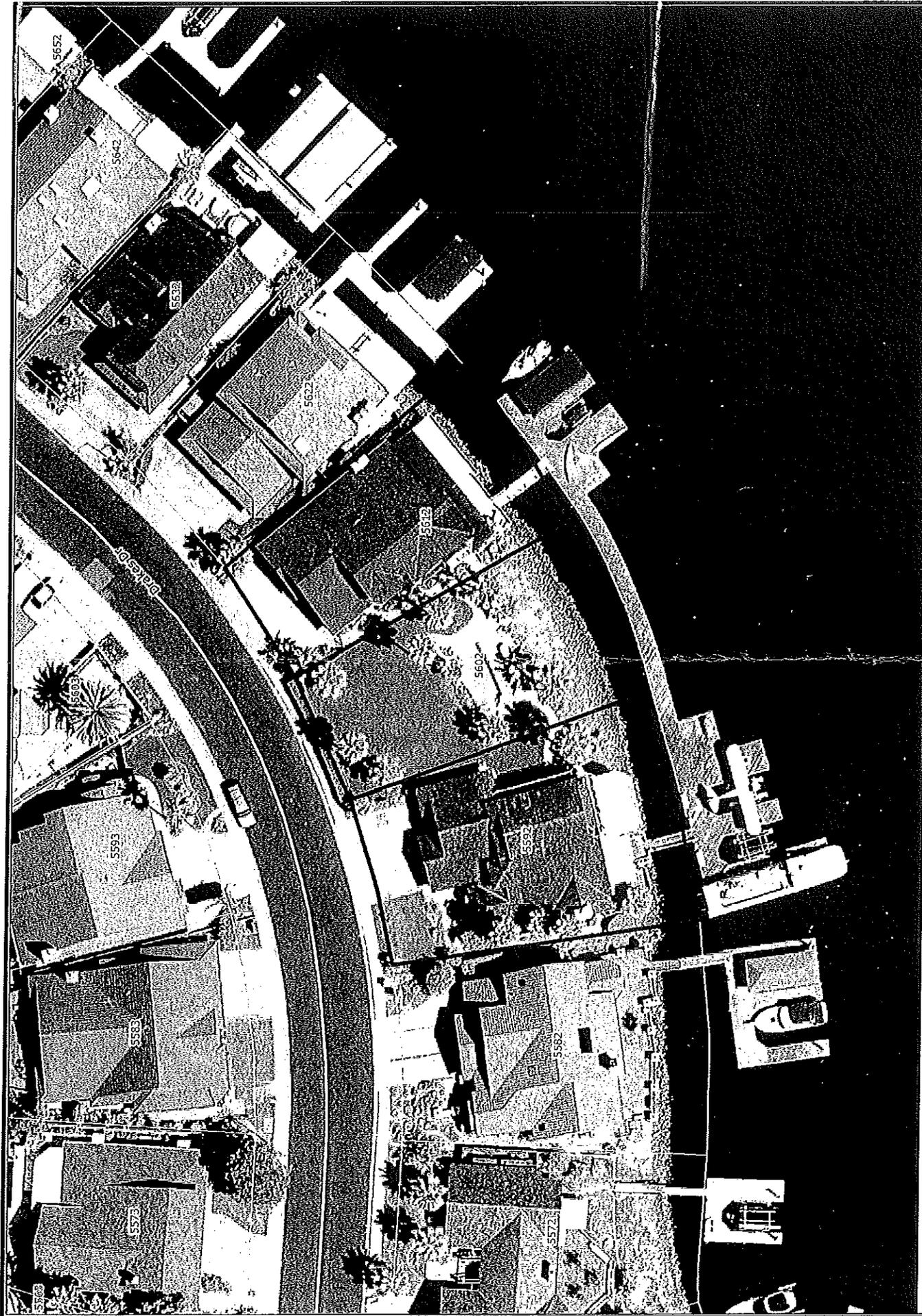




Scale 1:585  
 Contra Costa Internet GIS Map  
 Printed: Feb 15, 2013 8:42:28 AM

# Zoning: Planned Unit Development (P-1)





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Contra Costa Internet GIS Map  
Printed: Feb 15, 2013 8:40:05 AM

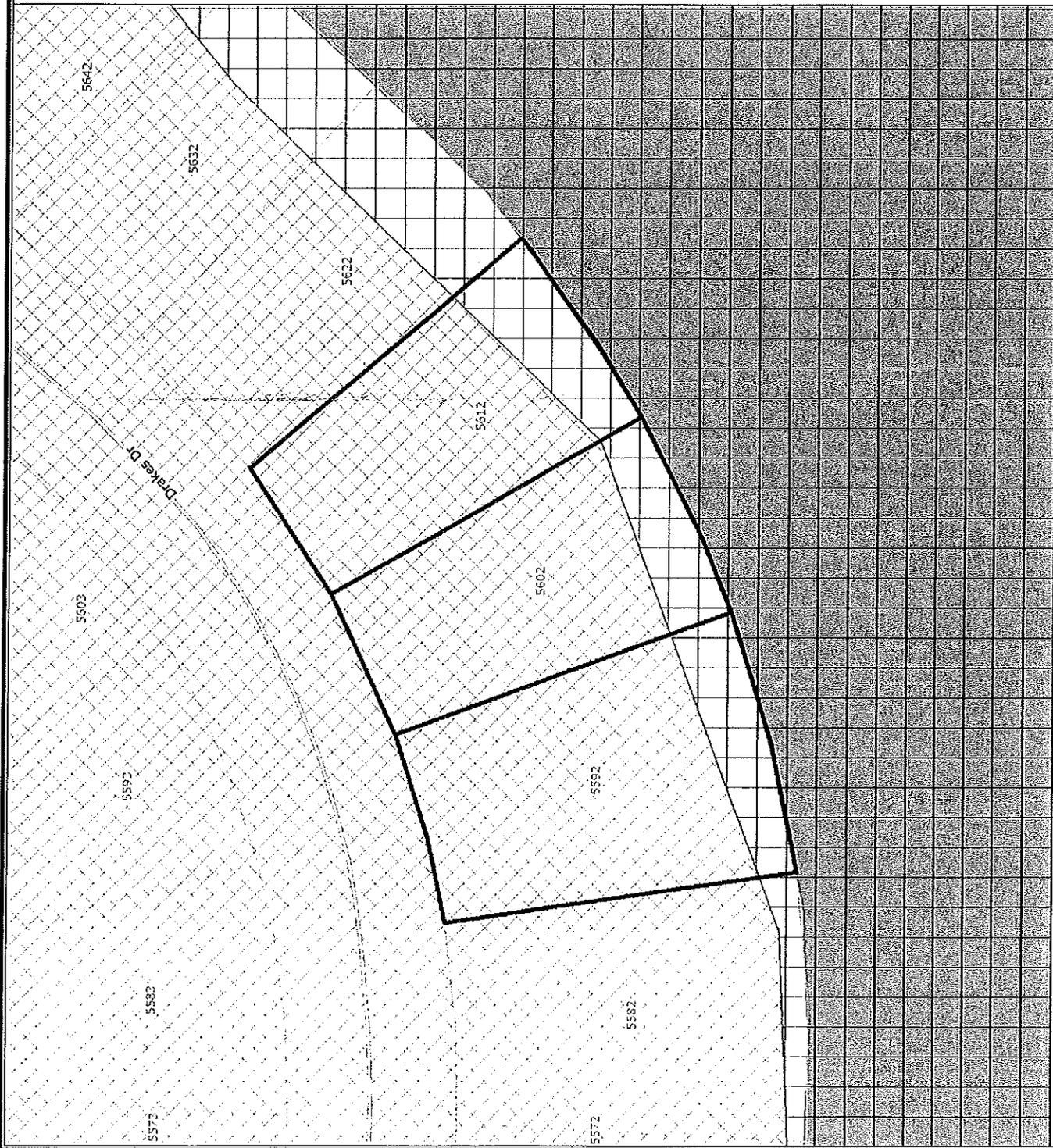
# Aerial Photography



Flood Zone - FEMA

0.2 PCT ANNUAL CHANCE  
FLOOD HAZARD

- A
- AE
- AH
- AO
- D
- Parcel



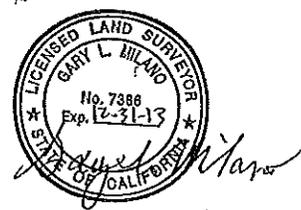
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Printed: Feb 15, 2013 8:45:39 AM

# FEMA Flood Hazard Area



\* AVERAGE PROPOSED WIDTH OF 'NEW' LOT 194 WOULD BE 94.9'  
 \* " " " " " " " " 196 " " " 110.7'

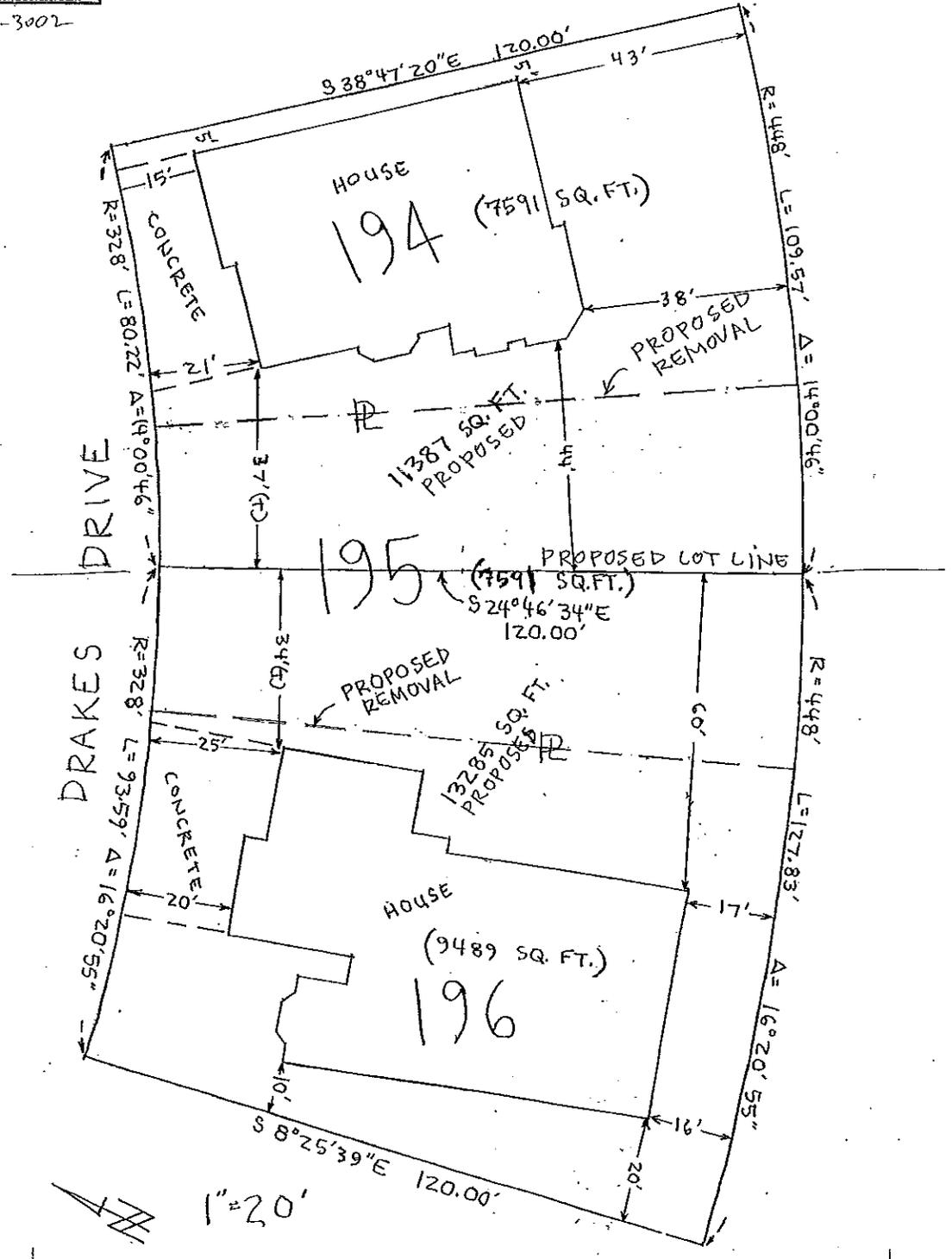
LOTS 194, 195, 196 ARE OF  
 SUBDIVISION 5586, 233 M 13  
 DISCOVERY BAY, CA.



( ) - EXISTING SQUARE FT.



DP13-3002





# Town of Discovery Bay

*"A Community Services District"*

## AGENDA REPORT

**Meeting Date**

April 3, 2013

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

**Agenda Title**

Discovery Bay Influent Pump Station, Pump Station W Modifications, and Emergency Storage Lagoon Capital Improvement Program Project

**Recommended Action**

That the Board of Directors reject all bids and direct staff to value-engineer the project and re-advertise for future bid

**Executive Summary**

The Discovery Bay Influent Pump Station, Pump Station W Modifications, and Emergency Storage Lagoon projects were identified in the Wastewater Master Plan and are included in the long term financing list of projects. This project will provide necessary emergency storage in the event it is needed at Wastewater Treatment Plan #1, as well as upgrade the Influent Pump Station and Reactivate Pump Station W at that location. The Influent Pump Station is in need of rehabilitation and upgrade. However, that project cannot take place until Pump Station W is reactivated and placed back in service as it will be necessary to divert flows from the Influent Pump Station to Pump Station W prior to the modifications taking place at the Influent Pump Station.

The bids for the Influent Pump Station, Pump Station W Modifications, and Emergency Storage Lagoon Capital Improvement Program Project were opened on Tuesday, March 26 at 2:00 p.m.

There were 4 bidders, and the bid table is attached. The overall project budget is 1,700,000. The engineer's estimate for this portion of the project was \$950,000, but the advertised estimate was \$750,000. The lowest bid of \$1,497,000 exceeds the estimate. Staff recommends that the project bids be rejected and that the project be value-engineered and rebid in order to obtain more favorable pricing.

**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**

Master Plan Acceptance, Budget Adoption, Equipment Pre-Purchase

**Attachments**

Project Bid Table

**AGENDA ITEM: H-5**

**Bid Table**

**Discovery Bay Influent Pump Station & Pump Station W  
Improvements (Master Plan Projects No. 1, 2, 3)**

**Bid** shall be inclusive of all costs for all items and work indicated or implied on Drawing set **“Influent Pump Station & Pump Station W Improvements (Master Plan Projects No. 1, 2, 3)”** volume 2 of 2 contract Drawings and as specified in **“Influent Pump Station & Pump Station W Improvements (Master Plan Projects No. 1, 2, 3)”** volume 1 of 2 contract specifications. Basis of award will be the lowest responsible bidder on the **Bid**.

Bid Dollar Amount for:	D.W. Nicholson	TNT	Conco West	Pacific Infrastructure
Bid Item #1 – Mobilization, Submittals, Bonds, Licenses, Fees, & Insurance	\$17,000.00	\$45,890.00	\$95,500.00	\$50,000.00
Bid Item #2 – SWPP Permit and Erosion Control	\$5,000.00	\$9,114.00	\$9,100.00	\$3,000.00
Bid Item #3 – Temporary Facilities and Headworks Bypassing	\$45,000.00	\$48,536.00	\$17,000.00	\$10,000.00
Bid Item #4 – Site Work, Clearing, Grubbing, Grading, Potholing, Backfill, Base Rock, Material Off-haul	\$160,000.00	\$38,352.00	\$112,000.00	\$20,000.00
Bid Item #5 – Asphalt Patching, Repair and Paving	\$6,000.00	\$61,280.00	\$28,200.00	\$10,000.00
Bid Item #6 – Demolition of Existing Piping, Supports, Pumps, Bases, and Equipment.	\$45,000.00	\$37,514.00	\$53,000.00	\$40,000.00
Bid Item #7 – Concrete Pads, Miscellaneous Concrete Work, and Riprap	\$101,000.00	\$117,475.00	\$100,000.00	\$60,000.00
Bid Item #8 – Buried Yard Piping & Valves	\$186,000.00	\$185,820.00	\$283,200.00	\$90,000.00
Bid Item #9 – Exposed Piping, Valves, Gates and Supports	\$328,000.00	\$288,644.00	\$302,700.00	\$234,000.00
Bid Item #10 – Installation of Pumps	\$30,000.00	\$19,931.00	\$34,000.00	\$300,000.00
Bid Item #11 – Mechanical Equipment and Pump Testing and Other Specified Tests	\$10,000.00	\$10,329.00	\$6,000.00	\$10,000.00
Bid Item #12 – Special Concrete Coatings	\$108,000.00	\$146,000.00	\$125,000.00	\$85,000.00
Bid Item #13 – Piping, Support, and Equipment Coatings and Painting	\$23,000.00	\$36,159.00	\$27,100.00	\$50,000.00
Bid Item #14 – Installation of Owner Supplied Electrical Equipment	\$15,000.00	\$25,246.00	\$21,000.00	\$20,000.00
Bid Item #15 – Buried Electrical Duct Banks, and Conduit	\$210,000.00	\$87,096.00	\$72,000.00	\$60,000.00

Bid Item #16 – Exposed Electrical Conduit and Supports	\$40,000.00	\$56,284.00	\$44,800.00	\$40,000.00
Bid Item #17 – Electrical Wiring	\$51,000.00	\$71,419.00	\$61,600.00	\$55,000.00
Bid Item #18 – Instrumentation	\$50,000.00	\$25,245.00	\$151,200.00	\$20,000.00
Bid Item #19 – Electrical Equipment Testing, Wire Testing, and Other Specified Tests	\$6,000.00	\$14,238.00	\$15,100.00	\$10,000.00
Bid Item #20 – Startup of all Systems and Owner Training	\$10,000.00	\$22,998.00	\$12,800.00	\$10,000.00
Bid Item #21 – Demobilization and Project Closeout	\$4,000.00	\$4,015.00	\$1,000.00	\$10,000.00
Bid Item #22 – Allowance for Owner Directed Work Not Part of Contract Work <u>\$50,000</u>	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
Bid Item #23 – Miscellaneous Items Specified or Indicated Elsewhere But Not Listed Above	\$296,000.00	\$291,695.00	\$108,450.00	\$250,000.00
Bid Item #24 – Additional Cost for Providing All Shoring and Bracing On All Bid Items Above Including But Not Limited to That as Required By Section 6700-6708 of the Labor Code.	\$15,000.00	\$10,603.00	\$1,000.00	\$10,000.00
<b>Grand Total</b>	<b>\$1,811,000.00</b>	<b>\$1,703,883.00</b>	<b>\$1,731,750.00</b>	<b>\$1,497,000.00</b>



# Town of Discovery Bay

*"A Community Services District"*

## AGENDA REPORT

Meeting Date

April 3, 2013

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

### Agenda Title

Community Center Advisory Committee Appointment of at-large Committee Member

### Recommended Action

Appoint One at-large Public Member to the Community Center Advisory Committee

### Executive Summary

On January 23, 2013, the Board appointed three members of the public to serve alongside two Board Members on the Community Center Committee.

Since the Committee was seated, one of the Committee members has resigned due to increasing business and other volunteer related commitments.

In December, Staff distributed a press release and invited members of the community to apply for the committee. There had been significant interest from the public and a number of residents have submitted applications to be on the committee. The Community Center Subcommittee has reviewed the applicants from that initial pool and will make their recommendation to fill the vacancy at tonight's meeting.

### Fiscal Impact:

**Amount Requested \$ N/A**

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

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

### Previous Relevant Board Actions for This Item

January 23, 2013 establishment of the Community Center Advisory Committee.

### Attachments

AGENDA ITEM: H-6



No Back Up  
Documentation For  
Agenda Item # I



No Back Up  
Documentation For  
Agenda Item # J



# Town of Discovery Bay

*"A Community Services District"*

## AGENDA REPORT

**Meeting Date**

April 3, 2013

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

*RH*

**Agenda Title**

Municipal Service Review Draft Response

**Recommended Action**

That the Board of Director's: (1) Review the Draft response to the Municipal Service Review; (2) Make Comments and Recommendations; and (3) Direct the General Manager to send the Draft Municipal Service Review to Local Agency Formation Commission

**Executive Summary**

Every five years the Local Agency Formation Commission (LAFCO) conducts Municipal Service Review's of public agencies located within the respective County.

LAFCO last conducted a MSR for the Town of Discovery Bay Community Services District in 2006. Based upon the information contained in that MSR, and follow up information that has taken place since 2006, LAFCO has requested that the District respond to the attached Request for Information (RFI). This RFI is a part of the LAFCO MSR review process and will assist the LAFCO Board in reviewing the District's overall operational status and its service deliveries to the public.

Staff is seeking Board input, comments, and recommendations prior to distributing the Draft Responses to the RFI to LAFCO.

**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**

DRAFT Response to LAFCO MSR RFI

**AGENDA ITEM: K-1**

**ATTACHMENT 1**  
**TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT (TODBCSD)**  
**REQUEST FOR INFORMATION**

**I. General Information/Update**

- A. Enclosed is an agency profile with the latest information LAFCO has about your agency. Please review the information and provide updates/corrections, as needed.
- B. Enclosed is a map showing your agency's current sphere of influence (SOI) and service/corporate boundary. Please review the map and provide LAFCO with any comments.
- C. Please provide LAFCO with information regarding major changes affecting your agency in the past five years (e.g., fiscal, governance, regulatory changes/requirements, etc.).

**RESPONSE**

In January 2009 the Town of Discovery Bay Community Services District (District) changed operational vendors from SouthWest Water Services to Veolia Water N.A. In June 2010, the District recruited and hired a new General Manager, and in 2011 a Finance Manager was added to the staff to address identified deficiencies in the accounting and financial operation of the District.

As will be discussed later in this RFI, the District issued \$14.1M in Discovery Bay Public Financing Authority 2012 Enterprise Revenue Bonds to provide necessary long term funding for a series of identified capital improvement projects.

Additionally, the District has renewed its contract with its independent financial auditors, completely revamped its budgetary processes and publication, and rolled out a new website.

- D. One of the factors LAFCO must consider in its MSRs is the financial ability of an agency to provide service. In light of the sharp decline in the region's economy since the District's MSR in 2006, particularly as it has affected property tax values, how has this affected the financial condition of your agency? How has the recent economic downturn affected your agency's ability to meet bond debt service and/or out-year pension and health care obligations?

**RESPONSE**

Most all public agencies have experienced financial hardship over the past six years, and the Town of Discovery Bay is no exception. As property taxes slowly drop and revenues decrease, the town is forced to maintain the same level of service with a decreasing revenue base. Fortunately, this only applies to landscape zones where property taxes are designated towards those landscape areas.

The District's primary function is to provide water and wastewater services to the community. Consequently, revenues generated from the sale of water and the cost to treat wastewater is separate from the property tax structure. They are, however, governed by Proposition 218.

Since 2006, the District has adjusted both water and wastewater rates to ensure a sustainable revenue source is in place. The subject of rate adjustments and the current rate schedule will be addressed later in this RFI.

- E. Another factor LAFCO must consider in its review of local agencies is infrastructure needs and deficiencies. In the past five years, how has your agency improved efficiency and affordability of infrastructure and service delivery within and contiguous to your SOI, including, but not limited to, shared resources and facilities and/or consolidation of functions, governmental agencies, etc. What will or can your agency do in the next five years to improve efficiency and affordability of infrastructure and service delivery, sharing of resources and facilities, and consolidating functions, government agencies, etc.?

**RESPONSE**

Historically, the Town of Discovery Bay has been paying approximately \$100,000 annually for chemicals related to the water and wastewater functions of the Town. In FY 2012/13, the District joined the Bay Area Chemical Consortium (BACC) which resulted in a savings of over 50% in chemical costs. This was achieved through bulk pricing for a multitude of local agencies utilizing the same or similar products in their system processes.

In 2010, the District completed the upgrade of the District's effluent distribution system through the construction and installation of a Trojan 3000Plus UV system. This million dollar system is significantly more energy efficient than its predecessor system.

The District is presently evaluating LED lighting to replace standard incandescent lighting. Additionally, solar generated power is also being evaluated for potential energy cost reduction.

- F. Please indicate whether you anticipate changes to your agency's SOI and/or service/corporate boundary in the next five years. If so, please provide a map of the area(s) proposed for change and reason(s) for proposing those changes.

**RESPONSE**

As will be discussed later in this RFI, it is anticipated that there will be two future annexations into Discovery Bay. They are the Pantages Bays (292 units) and Newport Pointe (67 units) residential projects. Both of these projects are presently winding their way through their respective environmental and development review process.

- G. Cities: Please provide LAFCO with the total acreage of vacant land (i.e., residential, commercial, industrial, public use) currently within your city limits.
- H. Cities: What is the anticipated impact of the dissolution of redevelopment agencies on the city's water and/or wastewater service delivery level, given that some system improvements anticipated the use of redevelopment funds or tax increment as the basis for future financing?
- I. What is the effect of the Regional Transportation Plan/Sustainable Communities Strategy on your agency and the services your agency provides?

**RESPONSE**

At this time, the only project potentially impacting Discovery Bay is State Route 239. This is a legislatively approved but unconstructed route in the state highway system. The highway is to connect Brentwood to Tracy. It is currently going through an alignment review process. Funding for SR 239 construction is not identified at this time.

- J. The MSR law was modified in 2011 to include additional provisions relating to disadvantaged unincorporated communities. Please provide information regarding the location and characteristics

of any disadvantaged unincorporated community (DUC) within or contiguous to your agency's SOI. A DUC is a place, census tract, or block group where the median household income is less than 80% of the State's median household income.

**RESPONSE**

This does not apply to the Town of Discovery Bay.

K. *What other issues you would like to see addressed in LAFCO's second round MSR's?*

**RESPONSE**

At this time, the Town of Discovery Bay seeks input at this stage of the MSR and is seeking LAFCO input and recommendations that may improve the District's ability to improve service delivery to the public.

**II. Status of Items Identified in the 2006 LAFCO MSR**

As part of the MSR, LAFCO is required to prepare and adopt written determinations pursuant to Government Code §56430. These determinations relate to growth and population, location and characteristics of DUCs, capacity of public facilities and adequacy of services, infrastructure needs and deficiencies, financial ability of the agency to provide services, status of and opportunities for shared facilities, and accountability for community service needs, including government structure and operational efficiencies.

The 2006 MSR included a discussion of the statutory provisions, and identified a number of issues and recommendations described below. Please provide an update on these items.

A. *Growth and population Projections*

1. The MSR indicated that above-average growth was projected for the Discovery Bay area. We understand that the Hofmann Company plans additional development in the area, and there are approximately 700 units entitled but still to be built in Discovery Bay West, Villages IV and V. Also, the County is currently processing the Newport Pointe (67 units) and Pantages Bay (292 units) projects. What provisions has the District made since 2006 to plan for these development projects?

**RESPONSE**

The Town of Discovery Bay, like other communities across the country, has been impacted by the economic recession. Also like other communities, new residential construction has taken a significant hit and new home construction has been non-existent since 2008. However, for the first time in many years, new housing starts have begun to take place in Discovery Bay. Kiper Homes has been building since late 2012 in Discovery Bay West on entitled parcels that were acquired from the Hofmann Company.

The Pantages Bays planned residential project is currently going through their Environmental and Development Review Process. The Newport Pointe residential subdivision is currently in the middle of their environmental review process and anticipates Board of Supervisors consideration in April 2013. Both of these projects are outside of the Town's SOI and will require LAFCO and the District's Board of Directors final approvals prior to being fully entitled.

In an attempt to identify the District's ability to provide water and sewer service to these and other planned projects, the District has made a series of affirmative determinations that potentially place Discovery Bay in a position to be able to provide necessary public services for many years to come. Those actions are as follows:

- a. In mid 2010, the District hired Stantec Engineering to conduct a ten-year Wastewater Master Plan (WWMP). The plan (submitted as addenda to this RFI) encompassed a comprehensive review of the District's wastewater infrastructure and processes. Included in the analysis were the potential impacts future development (both commercial and residential) would have on existing infrastructure. The WWMP identified a long-range capital improvement program based upon the following; (1) ongoing capital maintenance issues, (2) existing capital deficiencies, and (3) future capital needs based upon build out of the identified future development.

The Master Plan was completed in 2012 and accepted by the Town of Discovery Bay's Board of Directors in February of that year.

- b. In mid 2010, the District hired the engineering firm of Luhdorff and Scalmanini to conduct a ten-year Water Master Plan (WMP). The plan (submitted as addenda to this RFI) encompassed a comprehensive review of the District's water infrastructure and processes. Included in the analysis were the potential impacts future development (both commercial and residential) would have on existing infrastructure. The Master Plan identified a long-range capital improvement program based upon the following; (1) ongoing capital maintenance issues, (2) existing capital deficiencies, and (3) future capital needs based upon build out of the identified future development.

The Master Plan was completed in 2012 and accepted by the Town of Discovery Bay's Board of Directors in February of that year.

- c. In the spring of 2011, a review of the District's water and wastewater rate structure was conducted by the engineering firm of Hornberger Engineering. Using the data contained in the master plans, the District conducted a Proposition 218 hearing and adjusted rates appropriately (over the two-year period FY 2011/12 and FY 2012/13) to provide the necessary financial resources to upgrade and improve existing water and wastewater facilities.

- d. During the summer of 2012, the District formed a Joint Powers Authority with neighboring Byron Bethany Irrigation District paving the way for the establishment of the Discovery Bay Public Financing Authority (DBPFA). In August 2012, the DBPFA issued \$14.1M in Discovery Bay Public Financing Authority 2012 Enterprise Revenue Bonds to provide the necessary long term funding for a series of capital improvement projects that were identified in the aforementioned master plans (a copy of the prospectus is included as addenda of this RFI). Revenues to support the long term debt were established as a part of the rate structure identified in "c", above.

- e. In August 2012, the District consulted with Bartle Wells Associates (a public finance consulting firm based in Berkeley) to perform a Capacity Fee Study. This study (included as addenda to this RFI) evaluated and assessed a value to all existing and future District facilities, and developed a capacity fee by fairly assigning the cost of

improvements to existing and future customers and to calculate capacity fees that recover these costs.

- f. At the Board meeting of March 20, 2013, the Board of Directors contracted with Bartle Wells Associates to conduct a four-year water and wastewater rate study. This study will evaluate the future needs of the District (both capital and operating) and assign a rate structure that sustains the business functions of the District into the foreseeable future.

*B. Infrastructure Needs and Deficiencies*

1. The MSR noted that the District's NPDES permit was scheduled for renewal in 2007. What is the status of the renewal?

**RESPONSE**

The District's NPDES permit was renewed in 2008. However, as the permits are on a five-year renewal cycle, the permit is up for renewal in November 2013. On March 6, 2013, the District contracted with Stantec Engineering to perform the necessary steps required by the RWQCB. That process is presently underway and it is anticipated that the NPDES permit will be renewed in November, 2013.

2. The MSR report noted that the District was fined by the Regional Water Quality Control Board (RWQCB) for exceeding permit standards for copper in the wastewater (Civil Liability Complaint R5—2004-0523). Since there is no copper in the water delivered to the community, the problem was diagnosed as coming from home plumbing systems. The MSR indicated that corrective actions were being taken to address this matter. What is the status of this issue? Does the District have any other outstanding RWQCB (or other State) fines or orders? If so, please explain. Has the District been subject to any other RWQCB (or other State) fines or orders since the MSR was completed in 2006?

**RESPONSE**

This question contains three separate questions that will be addressed individually. They are as follows:

- a. The MSR report noted that the District was fined by the Regional Water Quality Control Board (RWQCB) for exceeding permit standards for copper in the wastewater (Civil Liability Complaint R5—2004-0523). Since there is no copper in the water delivered to the community, the problem was diagnosed as coming from home plumbing systems. The MSR indicated that corrective actions were being taken to address this matter. What is the status of this issue?

The Town of Discovery Bay has been working with the Regional Water Quality Control Board (RWQCB) on this issue since 2000. Copper levels in the water for Discovery Bay are comparable to other communities. However, there was an interpretation of environmental impact made in 2000 by the RWQCB that created an artificially low copper standard for the Town of Discovery Bay. The District has since provided information to the RWQCB showing that the copper levels in the discharge from the District are not harmful to aquatic life at the concentrations normally discharged by the District. The RWQCB reviewed this information

and concurred with the findings of the District. As a result, the RWQCB modified the Town's discharge permit to adjust the copper limits to properly reflect the actual impact. The wording on this was reflected in the revised NPDES permit issued in 2008. This permit became effective in 2009. The District has been in compliance since that time. Additionally, and as a good faith effort built wetlands that demonstrate that copper can be removed with a wetlands treatment system if needed.

- b. Does the District have any other outstanding RWQCB (or other State) fines or orders? If so, please explain.

The District operates a complex wastewater treatment process. And like most other agencies, there are occasional periods when something occurs that results in a discharge violation. All discharge violations under the Town's NPDES permit are subject to mandatory minimum penalties (fines) under state law. Current Outstanding orders for the Town include a Notice of Violation issued February 13, 2013. This notice includes the following violations and minimum penalties of \$18,000 for 7-Day Median Coliform Violations that took place on January 25 and 26, 2011; February 2, 2011; June 16 and 17, 2011; June 21 and 22, 2011; June 24, 2011 and May 9, 2012. Other than the May, 9 2012 violation, the total Coliform violations relate to the operation of the UV disinfection equipment. It was discovered in June 2011 that the weirs up stream of the UV system were installed improperly, resulting in incorrect flow to the wrong UV channel. This was addressed and corrected immediately after the root cause was identified.

The District also exceeded its Annual Average electrical Conductivity for 2011. The annual electrical conductivity limit is a result of new salinity limits added to the 2008 NPDES permit and which was modified in 2011. The Town is following a salinity control panel mandated in the current NPDES permit to help address this issue.

There have been a small number of total Coliform violations in 2013 that will also likely result in a notice of violation and mandatory minimum penalties. The RWQCB has not notified the District officially as of the date of this RFI.

The District does not have any other outstanding fines, pending notices of violation, or orders from the RWQCB.

- c. Has the District been subject to any other RWQCB (or other State) fines or orders since the MSR was completed in 2006?

Since 2006, the Town has been subject to fines, notices of violation, and orders from the RWQCB related to violations of the Town's NPDES permit and other state regulations. These incidents are noted as follows:

The District violated its Daily and 7-day median violations for Total Coliform in February and October of 2007.

There were a number of SSO violations that occurred in 2008 which resulted in several notices of violation and orders and penalties in excess of \$241,000 from the RWQCB. The District changed Operators after these events and the fines were paid. This issue is specifically addressed in greater detail in response to Question #4, below.

In 2009 and 2010 there were NOV's issued relating to discrepancies in the newly implemented electronic self monitoring reports required by the RWQCB. These discrepancies were resolved by modifying the report format and no fines were assessed.

3. At the time the MSR was prepared the District was considering sites for a Community Center and had developed a Community Center Business Plan. We understand that the District recently completed a property purchase for the Community Center. Please provide an update on this project.

### **RESPONSE**

The Town of Discovery Bay recently closed escrow on a 7.25 acre parcel for the Town's Community Center. The site was formerly the Discovery Bay Athletic Club, and is located at 1601 Discovery Bay Boulevard, across from the Discovery Bay Shopping Center. The site consists of a 5,025 sq.ft building, an 8 court tennis center, and an 110,000 gallon swimming pool. Additional amenities include lush landscaping, as well as bbq and picnic areas.

The Board of Directors has appointed a community center committee, as well as engaged the talents of GreenPlay LLC for consulting and start-up services. The community center project will be an ongoing discussion item for months to come as programming and other community uses are identified and established.

4. In 2008, the District experienced a malfunction that resulted in 94,000 gallons of raw sewage spilling into a nearby lake. What is the status of this issue? What steps has the District taken to prevent similar spills?

### **RESPONSE**

In response to the Lakeshore Sanitary Sewer Overflow (SSO), the District ended its long standing relationship with its operator at the time, SouthWest Water Services (SWWS). Subsequently, the District entered into a contract with Veolia Water N.A. to provide those services on an interim emergency contractual basis. In the fall of 2010, the District embarked on a very extensive RFP process to select a new contract operator. After an exhaustive review, Veolia was awarded a five year contract (with the option for two additional five year terms, for a potential 15 year contract) for operational matters.

As a part of the Root Cause Analysis performed after the event, it was determined that the cause of the SSO was operator error and overall lack of attention to the overall sanitary system. In the spring of 2012, the District was formally notified by the RWQCB that the District would be fined in the amount of \$231,000 for that event. The District contacted SWWS, who by their contractual obligations at the time were responsible to pay any RWQCB fines that were imposed under the time that SWWS was under contract. The District demanded release of an escrow account containing \$231,000 that had been established to offset any penalties or fines resulting from the July 2008 SSO. SWWS subsequently refused to release the funds to the District. Consequently, the District filed a breach of contract lawsuit in Contra Costa County in October 2012. In February 2013, the lawsuit was settled and SWWS agreed to release the full amount of the escrow account (\$230,500) plus an additional \$35,000 in attorney fees.

This matter is now officially closed.

5. Has the District completed its 2010 Urban Water Management Plan? If so, has it been submitted to the State?

**RESPONSE**

The Town of Discovery Bay has not submitted its 2010 Urban Water Management Plan (UWMP). In the summer of 2010, and as previously discussed, the District commissioned the preparation of a Water Master Plan. The WMP was a comprehensive review of the facilities, infrastructure, and assessment of the long term capital needs of the District. The WMP identified a long-range capital improvement program based upon the following; (1) ongoing capital maintenance issues, (2) existing capital deficiencies, and (3) future capital needs based upon build out of the identified future development.

The WMP contains a significant portion of the requirements necessary to complete the 2010 UWMP. Consequently, it was not prudent to prepare the UWMP at that time. The District is presently in the process of obtaining proposals to prepare the UWMP utilizing the data contained in the WMP.

*C. Financing Constraints and Opportunities*

1. If the District has made any facility/system improvements since 2006, how were they funded? What actions has the District taken to ensure that operating revenues and reserves are sufficient to operate major capital projects?

**RESPONSE**

The Town of Discovery Bay has made a number of site and facility upgrades since 2006. Included in those efforts were the construction of domestic water production Well #6; the addition of a Trojan 3000Plus UV upgrade to the wastewater treatment process; and the addition of two solids handling belt presses and solar drying sheds (presently under construction). These projects were funded with ongoing revenues, with the exception of the Bio Solids project which is funded with a combination of existing revenues and long term financing.

The District operates with a base reserve of \$3.0M. In addition, beginning in FY 2011/12, the District created infrastructure reserve accounts in the following areas: Sewer Infrastructure Replacement; Pumps/Motors Replacement Fund; Water Infrastructure Replacement; and Facilities and Vehicles Replacement. Each fiscal year funds are set aside to provide the financial resources necessary when the need arises. As of FY 2012/13, the combined amount in these infrastructure reserve funds is \$820,000. Annual contributions to continue to build the funds will continue at the combined rate of \$500,000 annually.

As noted earlier in the response to question A1 (Responses c, d, e, f), the District has conducted Rate studies, issued long term debt, and completed a capacity fee study ensuring that all financial obligations are met and that the assets of the District are properly maintained, repaired, serviced (or replaced) or constructed pursuant to the long term Master Plan recommendations.

2. The MSR noted that the District's debt was \$1,769,343, and was scheduled to be retired in 2009. Did the District retire this debt? Has the District assumed any additional long-term debt since 2006? If so, please explain.

**RESPONSE**

The debt as noted in 2006 of \$1,769,343 has been retired. Subsequent to the recommendations contained in the Master Plans, the District did issue long term debt in August 2012. As noted in the response to A1, above, the District issued \$14.1M in Discovery Bay Public Financing Authority 2012 Enterprise Revenue Bonds to provide the necessary long term funding for a series of capital improvement projects that were recommended as a part of the Master Plans (a copy of the prospectus is included as addenda to this RFI).

3. The MSR noted that District's budget did not provide for costs/revenues associated with operating a community center, park and recreation programming, and related activities. How will the associated costs/revenues be addressed in the District's budget and financial plan?

**RESPONSE**

The Town of Discovery Bay, pursuant to LAFCO authority, does have as one of its latent powers the responsibility of Recreation. As previously noted, the District closed escrow on a 7.25 acre parcel for the Discovery Bay Community Center. Ongoing operational funding is being derived from fee for services, as well as Landscape Zone 8 funds, which provides for Parks, Landscaping and Recreation. The newly acquired community center is now a public park facility and is located wholly within the boundary of Zone 8.

*D. Cost Avoidance Opportunities and Opportunities for Facility Sharing*

1. The MSR identified several cost avoidance and shared resource opportunities the DBCSD has implemented, including outsourcing services (i.e., maintenance and operations of water and wastewater facilities, contract with a private company to maintain parks and common landscape areas); efficient facility design resulting in reduced costs (e.g., "thermo" greenhouse system); other energy saving programs resulting in State reimbursements; and participation in a Water/Wastewater Response Network (WARN), a voluntary program of public utility agencies to share equipment and staff during emergencies. Since 2006, has the District embarked on any other cost avoidance and/or resource/facility sharing endeavors? If so, please explain.

**RESPONSE**

The District continually looks for opportunities to reduce costs. Unfortunately, the largest cost at the District (other than the contract to operate our treatment plants) is PG&E. The District operates 24/7/365 by virtue of the type of service provided. At \$700,000 annually, we make every effort to maximize efficiencies and minimize costs.

2. The MSR recommended that an Ad Hoc committee be formed composed of DBCSD, Byron Sanitary District (BSD) and LAFCO representatives to explore regional wastewater treatment and disposal options. An Ad Hoc committee was formed in May 2006, and met on two occasions. The BSD provided the committee with reports on the progress of its Engineering Report and proposed facility improvements. The committee was disbanded in August 2006. Subsequently, BSD provided LAFCO with several progress reports. Has DBCSD been party

to any further discussions with BSD or any other service provider(s) regarding a regional approach to wastewater services in East Contra Costa County?

**RESPONSE**

The Town of Discovery Bay has not been party to any further discussions on regionalization of services since August 2006.

*E. Opportunities for Rate Restructuring*

1. The MSR indicated that the District's monthly charges for a single-family home were \$51.84, which includes both water and wastewater services. Has the District adjusted its rates since 2006? What are the current rates (residential, commercial, etc.)?

**RESPONSE**

The District has modified its rate structure since 2006. Attached as addenda to this RFI is the adopted Rate Structure for FY 2012/13. A four-year rate study is presently being developed to ensure long term rate and revenues models are sufficient to meet the ongoing operational needs of the District.

*F. Local Accountability and Governance*

1. The MSR noted that the District solicits customer comments through an annual Consumer Confidence Report (CCR). Does the District still utilize an annual CCR? Since 2006, what other measures has the District taken to enhance local accountability and transparency?

**RESPONSE**

Pursuant to state law, the District produces an annual CCR. Additionally, in 2010 the District rolled out a new website; [www.todb.ca.gov](http://www.todb.ca.gov). The website contains a wide variety of documents, public information, and notices. The District also posts audio files of each Board meeting for public review and consumption on the website.

*G. Governance and SOI Options*

1. The following two governance options were identified in the 2006 LAFCO MSR:
  - A service agreement between BSD and DBCSD to treat and dispose of the sewage from the Byron Sanitary District, or
  - A reorganization to dissolve the BSD and concurrently annex its service area to the DBCSD. This may necessitate creating separate zones (a Byron zone and a Discovery Bay zone) in the DBCSD to insulate the costs to maintain and operate each collection system, while still allowing the economies of a common treatment and disposal facility.

Have these or other governance options been considered by DBCSD? Please explain.

**RESPONSE**

These issues have not been considered. The District understands that the BSD has contracted with the Byron-Bethany Irrigation District to perform its essential functions and it is not necessary to further that discussion at this time.

2. The MSR identified one SOI/boundary option encouraging the District to annex properties currently receiving out of agency services. Does the District anticipate applying to LAFCO to annex the two properties currently receiving out of agency service? If so, what is the projected timeframe? Does the District anticipate that additional out of agency service requests will be made to LAFCO (in the next five years)?

**RESPONSE**

At this time, the District does not have a timetable for annexing these two properties into the District. While annexation agreements are in place, formal inclusion in to the District will not commence until such time as economic conditions warrant.

3. The MSR recommended that consideration for sphere changes be held in abeyance until either the County General Plan for the Discovery Bay area is amended, or the BSD and DBCSD reach an agreement regarding treatment of sewage, and an application to expand the sphere is received. In accordance with the MSR recommendation, the Commission retained the existing SOI for the DBCSD. Subsequently, in 2008, LAFCO expanded the District's SOI in conjunction with the Old River Elementary School annexation. Is the District aware of any other potential SOI and/or boundary changes? If so, please explain.

**RESPONSE**

At this time, there are two boundary changes contemplated for Discovery Bay. The first is the Pantages Bays residential project. Pantages Bays is primarily located outside the District and will require annexation into the District. The second is the Newport Pointe residential project. Newport Pointe is located completely outside of the District and will require annexation into the District as well.

4. As part of the MSR process, and specific to special Districts, LAFCO must make determinations regarding the nature, location and extent of services provided by the District. Since completion of the DBCSD MSR in 2006, the District acquired additional services (lighting, landscaping, maintenance) as approved by LAFCO in 2007. Does the District anticipate adding any additional services in the next five years? If so, please explain.

**RESPONSE**

At this time, the District does not *anticipate* acquiring any additional latent powers in the five-year planning forecast covered by this MSR. However, as economies change and opportunities arise for improved local services, the possibility of adding responsibility should not be completely eliminated.

5. Since the MSR was prepared in 2006, there has been some discussion regarding DBCSD and its municipal advisory function. When DBCSD was formed in 1998, LAFCO imposed a number of terms and conditions, one of which is this - *in order to create a smooth transition of*

*"in progress" advisory functions to the newly created DBCSD, the Discovery Bay MAC shall be terminated on 12/1/98 and its advisory responsibilities shall assumed by the DBCSD Board of Directors.* There has been discussion as to whether or not DBCSD should formally assume the function of a Municipal Advisory Council (MAC), including the authority to "fund the operations of a MAC", as the Diablo CSD did in 2008. Some believe that such action would enhance the District's transparency. Has (or would) DBCSD consider applying to LAFCO and the County Board of Supervisors to assume the functions of a MAC, including the authority to "fund the operations of a MAC?" Please explain.

## **RESPONSE**

There has been significant confusion as to whether or not the Town of Discovery Bay has and continues to operate as a *MAC* but without the powers of a MAC. The Town of Discovery Bay is not a MAC. A MAC is a council that can only be created by the Board of Supervisors in accordance with Government Code Section 31010. When the District was formed on December 1, 1998 by LAFCO and the Discovery Bay MAC was terminated, only its *advisory functions* were assumed by the Town of Discovery Bay Board of Directors. In accordance with the powers conferred by LAFCO when it was created, the Town of Discovery Bay has and continues to perform those *advisory functions* by providing input to the County in areas of mutual concern to both the District's Board of Directors and the County's Board of Supervisors. To make the distinction clear, when the Town of Discovery Bay exercises its advisory functions, it does so under its own powers as a Community Services District, powers conferred by LAFCO in 1998. In contrast, a MAC only has those powers authorized by Government Code Section 31010 and the Board of Supervisors. When the DBCSD was formed, it was formed as an Independent Special District. As an Independent Special District, the Town of Discovery Bay has the power to fund its powers as activated by LAFCO, including its advisory functions, with appropriate funding sources. Thus, there is no reason for the Town of Discovery Bay to apply to LAFCO to assume the functions of a County created MAC.

The Town of Discovery Bay has increased its transparency through a wide variety of venues over the past several years. Some of those have been identified, above. The District continues to operate under the laws of the State of California and is fully compliant with the Brown Act, the Public Records Act, FPPC Conflict of Interest Code requirements, AB 1234, other state required mandates and internal sunshine policies and procedures, amongst others.

The Town of Discovery Bay has worked diligently in improving its reputation within the region and is proud of those results. There have been a number of affirmative action's that have taken place in that area, including the hiring of a new General Manager, the hiring of a Finance Manager, as well as a variety of other operational improvements and procedures that provide for enhanced transparency and improved service delivery to the community.



No Back Up  
Documentation For  
Agenda Item # K-2



No Back Up  
Documentation For  
Agenda Item # L



# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

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

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**MINUTES OF THE MEETING  
OF THE COMMUNITY CENTER COMMITTEE  
OF THE TOWN OF DISCOVERY BAY  
Tuesday, March 12, 2013  
COMMUNITY CENTER MEETING 7:00 P.M.  
1800 Willow Lake Road, Discovery Bay, California  
Website address: [www.todb.ca.gov](http://www.todb.ca.gov)**

**Community Center Committee Members  
Kevin Graves, Chair; Chris Steele, Vice-Chair; Diane Alexander, Paul Emmett, Jim Mattison**

**COMMUNITY CENTER MEETING 7:00 P.M.**

**A. ROLL CALL**

**Call business meeting to order** – 7:00 p.m. by Chair Graves  
**Roll Call** – All present with the exception of Member Alexander

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

None

**C. APPROVE MINUTES**

**1. DRAFT Minutes of previous Community Center meeting dated February 25, 2013**

**Motion by:** Member Emmett to approve the previous minutes

**Second by:** Vice-Chair Steele

**Vote:** Motion Carried – AYES: 4 – Chair Graves, Vice-Chair Steele, Member Emmett, Member Mattison, NOES: 0, ABSENT: 1 – Member Alexander

**D. PRESENTATIONS**

**1. Update on Community Center Operations**

**General Manager Howard** – Provided slides and details of item D-1. There was discussion between the General Manager, the Parks and Landscape Manager, and the Community Center Committee.

**E. NEW BUSINESS AND ACTION ITEMS**

**1. User (resident) retention through March 8, 2013**

**Parks and Landscape Manager Perez** – Provided details of item E-1. There was discussion between the General Manager, the Parks and Landscape Manager, and the Community Center Committee.

**2. Updated User Fee Schedule and revenue update**

**Parks and Landscape Manager Perez** – Provided details of item E-2. There was discussion between the General Manager, the Parks and Landscape Manager, and the Community Center Committee. There was one Public Comment Speaker.

**3. Proposed Instructional Class Format – e.g. “Line Dancing”**

**Parks and Landscape Manager Perez** – Provided details of item E-3. There was discussion between the General Manager, the Parks and Landscape Manager, and the Community Center Committee.

**4. Current Class Schedule and Future Programming Opportunities**

**General Manager Howard** – Provided details of item E-4. There was discussion between the General Manager, the Parks and Landscape Manager, the Recreation Programs Coordinator, and the Community Center Committee.

**5. Licensing Fees for public events (Music/Arts/Cinema)**

**General Manager Howard** – Provided details of item E-5. There was discussion between the General Manager, the Parks and Landscape Manager, and the Community Center Committee.

**6. Splash Pad Relocation Project**

**Parks and Landscape Manager Perez** – Provided details of item E-6. There was discussion between the General Manager, the Parks and Landscape Manager, and the Community Center Committee.

**7. Earth Day Update**

**Recreation Programs Coordinator Heini** – Provided details of item E-7. There was discussion between the General Manager, the Parks and Landscape Manager, and the Community Center Committee. There was one Public Comment Speaker.

**F. FUTURE AGENDA ITEMS**

1. Firm Numbers for Community Center renovations
2. Cost of moving Portables – From School District to Community Center
3. Future Pickle Ball Conversion
4. Budgets – One with the fitness component and one without the fitness component

**G. ADJOURNMENT**

The meeting adjourned at 8:29 p.m. to the next Community Center Committee meeting on March 25, 2013 at 7:00 p.m. at 1800 Willow Lake Road Located.

//cmc – 03.14.13

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



No Back Up  
Documentation For  
Agenda Item # M-2

emailed to the Bd 3/13/13

TownOfDiscoveryBay CSD  
Received

MAR 13 2013

RH/K  
CA  
CPS/KLP

Catherine Kutsuris  
Director

Department of  
Conservation and  
Development

**FILED**  
MAR 12 2013  
S.L. WEIR, COUNTY CLERK  
CONTRA COSTA COUNTY  
BY *CNO* DEPUTY

Contra  
Costa  
County



30 Muir Road  
Martinez, CA 94553-4601

Phone: 1-855-323-2626

**Aruna Bhat**  
Deputy Director  
Community Development Division

**Jason Crapo**  
Deputy Director  
Building Inspection Division

**Steven Goetz**  
Deputy Director  
Transportation, Conservation and  
Redevelopment Programs

(925) 674-7783

March 12, 2013

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

County File No. ZT13-0001

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

**PROJECT NAME:** Wireless Facility Ordinance County File #ZT13-0001

**APPLICANT:** Contra Costa County Department of Conservation and Development

**PROJECT SPONSOR:** Contra Costa County Department of Conservation and Development Community Development Division 30 Muir Road, Martinez, CA 94553

**LOCATION:** Countywide, unincorporated Contra Costa County.

**DESCRIPTION:** Background: In order to support the fast-paced improvements in broadband technology, the wireless industry has been updating its equipment and infrastructure at a very fast pace. For this same reason, the Department of Conservation and Development is experiencing a large amount of applications for not only upgrade of existing facilities but applications for new facilities. There are parts of the County where this proliferation has been smaller in scale and other areas such as the South County, San Ramon area, and other underserved areas of the East County, where proliferation has been most predominant.

The County currently does not have a wireless facility ordinance. The existing Telecommunications Policy was approved by the Board of Supervisors in July of 1998. Due to the extensive time since the adoption of this Policy, the existing County Telecommunication Policy is not in its entirety consistent with current state and federal laws. In addition, this new Ordinance will allow for more specific requirements/conditions

to be imposed on wireless facilities currently not provided in the Policy, and at the same time, provide consistency with current state and federal regulations.

Purpose of this Initial Study: The purpose of this Initial Study is to discuss how the proposed Wireless Facility Ordinance would establish criteria for the location and design of wireless facilities in the County. While this Initial Study briefly illustrates the potential impacts that facilities may generate, it is not the intent of this Initial Study to conclude how the erection and maintenance of wireless facilities will cause impact in the environment because the specific location, existing surroundings, size, height, and design of a facility is unknown at this point.

The proposed Ordinance would allow wireless facilities in all County general plan designation and all zoning districts; however, facilities which are considered to be high-visibility and towers, would be prohibited in, or within 100 feet of, a single-family residential (R-), two-family residential (D-1), multiple-family residential (M-), water recreational (F-1), mobile home/manufactured home park (T-1), or Kensington combining (-K) zoning district.

High-visibility facilities will also be prohibited between the face of a building and a public street, bikeway, trail, or park. Additionally, no new tower may be located within 1,000 feet of an existing tower, unless the Zoning Administrator finds that the tower will have less than significant impacts and also that collocation was not possible.

The Ordinance would also allow review of facilities through a land use permit and ministerial reviews. In conformance with state law, a ministerial review is applicable for facilities that have been through prior discretionary approval. Typically, collocation and upgrade of an existing facility will be reviewed ministerial and a new facility will be processed through a land use permit. However, even if a facility is undergoing ministerial review, it still needs to meet the required design/development requirements of the proposed Ordinance.

**SURROUNDING USE/SETTINGS:** All areas that allow the establishment of a wireless facility in unincorporated Contra Costa County would be affected by this zoning text amendment, including private properties, public properties and properties within the public right-of-ways (ROWS).

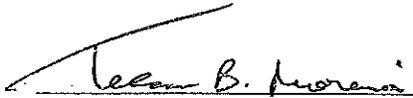
**ENVIRONMENTAL EFFECTS:**

The adoption of this Ordinance will not result in significant environmental impacts. A copy of the Initial Study/Negative Declaration and all documents referenced in the Negative Declaration may be reviewed during business hours in the offices of the Department of Conservation and Development, and Application and Permit Center at 30 Muir Road, Martinez. You may also find a copy of this Initial Study/Negative Declaration document at the County's webpage: <http://www.co.contra-costa.ca.us/> Go to Department of Conservation and Development, Community Development Division, Forms and Documents, and click on Negative Declarations.

**Public Comment Period-** The Period for accepting comments on the adequacy of the environmental documents extends to **Thursday, April 11, 2013, at 5:00 P.M.** Any comments should be in writing and submitted via email and/or to the following address:

Name: Telma B. Moreira, Principal Planner  
(925) 674-77-83  
Department of Conservation and Development  
Community Development Division  
Contra Costa County  
30 Muir Road  
Martinez, CA 94553  
email: [telma.moreira@dcd.cccounty.us](mailto:telma.moreira@dcd.cccounty.us)

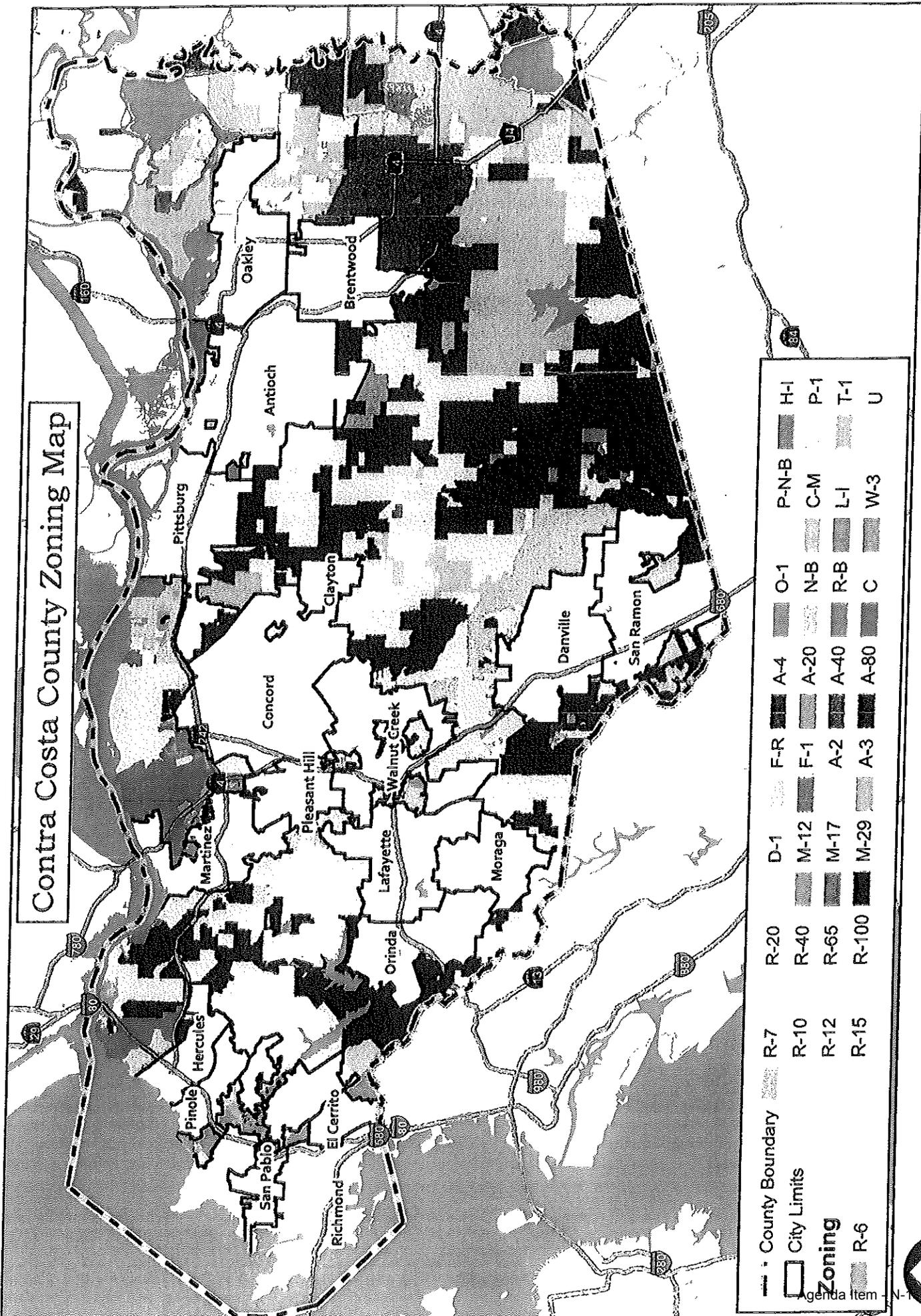
It is anticipated that the proposed Negative Declaration will be considered for recommendation at a meeting of the County Planning Commission in April 2013 (meeting and date to be scheduled). The hearing is anticipated to be held at the 30 Muir Road, Martinez.



Telma B. Moreira  
Principal Planner

cc: County Clerk's Office (2 copies)

# Contra Costa County Zoning Map



County Boundary	R-7	R-20	F-R	A-4	O-1	P-N-B	H-1
City Limits	R-10	R-40	M-12	F-1	A-20	N-B	P-1
<b>Zoning</b>	R-12	R-65	M-17	A-2	A-40	R-B	T-1
R-6	R-15	R-100	M-29	A-3	A-80	C	W-3
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Map Created 8/20/12  
 by Contra Costa County Department of  
 Conservation and Development Group  
 30 Mulh Road, Martinez, CA 94553  
 37.5941, 79.1N 122.07303, 798W



This map was created by the Contra Costa County Department of Conservation and Development, with data from the Contra Costa County GIS Program. Some base data, including City Limits, is derived from the CA State Board of Equalization's last state areas. While we strive to use this data the County assumes no responsibility for its accuracy. This map contains information and may not be altered. It may be reproduced in its current state if the source information and may not be altered, except the County of Contra Costa disclaimer of liability for geographic information.

MAR 13 2013

**ORDINANCE NO. 2013-\_\_ (DRAFT)**

**(WIRELESS TELECOMMUNICATION FACILITIES)**

The Contra Costa County Board of Supervisors ordains as follows (omitting the parenthetical footnotes from the official text of the enacted or amended provisions of the County Ordinance Code):

**SECTION I. SUMMARY.** This ordinance establishes procedures, conditions, and requirements for establishing and locating wireless telecommunication facilities within Contra Costa County.

**SECTION II.** Chapter 88-24 is added to the County Ordinance Code to read:

**Chapter 88-24**

**WIRELESS TELECOMMUNICATION FACILITIES**

**Article 88-24.2. General Provisions.**

**88-24.202. Purpose.** The purpose of this chapter is to establish criteria for the location and design of wireless telecommunication facilities in the County of Contra Costa, consistent with state and federal requirements. This chapter is intended to advance and promote the following goals:

- (a) Enable wireless telecommunication service providers to provide high quality wireless communications service infrastructure to serve the current and future needs of the County's residents, businesses, and local governments.
- (b) Avoid adverse visual and aesthetic impacts of wireless telecommunication facilities by regulating the location and design of the facilities in a manner that is consistent with state and federal laws and regulations, including the 1996 Federal Telecommunications Act and the regulations promulgated under that act.
- (c) Protect and enhance the public health, safety, and welfare of County residents.
- (d) Encourage collocation of wireless telecommunication facilities whenever feasible. (Ord. 2013-\_\_ § 2.)

**88-24.204. Definitions.**

For purposes of this chapter, the following words and phrases have the following meanings:

- (a) "Ancillary equipment" means all cables, conduits, connectors, and other equipment that powers or supports a facility or antenna, and does not directly receive or transmit wireless signals or data. Ancillary equipment does not include an antenna support structure.

- (b) "Antenna" means any panel, rod, wire, drum, reflecting disc, dish, or similar device used to transmit or receive radio frequency signals or electromagnetic signals. Antenna does not include an antenna support structure.
- (c) "Antenna support structure" means a structure on which one or more antennas may be mounted.
- (d) "Camouflage" means to reduce the visibility of a facility, when viewed in relation to its surrounding environment, by means of screening, concealment, or other action taken to reduce the facility's visibility within the surrounding environment. Camouflage also means the use of features similar to natural environmental features found in the immediate area surrounding the facility, including but not limited to art features, trees, rocks, and stone veneers.
- (e) "Collocate" or "collocation" means the placement or installation of one service provider's facility or antenna, and any ancillary equipment, on another service provider's existing collocation-eligible facility.
- (f) "Collocation-eligible facility" means a facility that is designed and constructed to accommodate future collocation, and for which a use permit has been issued under this chapter.
- (g) "Equipment enclosure" means any cabinet, shelter, structure, or below-ground vault used to enclose and secure ancillary equipment.
- (h) "Façade-mounted antenna" means an antenna, including any mounting hardware, that is designed to be mounted on the exterior lateral face of a building or other structure.
- (i) "Facility site" means the lot on which a facility is located.
- (j) "Final day of use" means the last day of facility operation, or the last day a permit issued under this chapter is valid, whichever is sooner.
- (k) "Ground-mounted antenna" means an antenna that is anchored directly to the ground or to an in-ground foundation.
- (l) "Guyed tower" means an antenna support structure that is supported, in whole or in part, by guy wires and ground anchors.
- (m) "High-visibility facility" means any tower, antenna, or facility that is not a low visibility facility.
- (n) "Lattice tower" means an antenna support structure that is freestanding, three- or four-sided, with a trussed steel frame.
- (o) "Low-visibility facility" means any of the following:

- (1) A facility that does not exceed 10 feet in height above ground level and is a ground-mounted antenna, an antenna support structure with antennas, a monopole, a lattice tower, or a guyed tower.
  - (2) A roof-mounted antenna, or an antenna support structure with antennas, that does not exceed 10 feet above the maximum height for the zoning district in which it is located, or 10 feet above the surface of the roof on which it is located, whichever is less;
  - (3) A façade-mounted antenna that does not extend more than 36 inches above the roofline of a building or structure;
  - (4) A stealth facility or stealth antenna;
  - (5) A facility that has less than significant aesthetic and visual impacts with or without the incorporation of appropriate mitigation measures identified during the California Environmental Quality Act environmental review process.
- (p) "Monopole" means an antenna support structure that consists of a freestanding single pole constructed without guy wires.
- (q) "Mount Diablo area" means the geographic area within the Mt. Diablo State Park boundary at the time that a permit application or request for permit renewal is made.
- (r) "Non-urban area" means an area within any zoning district that is designated as "Agricultural Code (AC)," "Agricultural Lands (AL)," "Public and Semi-Public (PS)," "Watershed (WS)," or "Parks and Recreation (PR)," in the Land Use Element of the County General Plan.
- (s) "Person" means a natural person, corporation, partnership, joint venture, limited liability company, sole proprietorship, or other entity of any kind.
- (t) "Personal wireless service facility" means a facility for the provision of commercial mobile services, unlicensed wireless services, or common carrier wireless exchange access services, regulated under Title 47 of the United States Code, section 332.
- (u) "Reflectivity" means the measure of the amount of energy or light that is reflected from a surface, expressed as a percentage of energy or light directed toward that surface.
- (v) "Relocation" means removal of a facility from one facility site and placement of that facility on another facility site. Relocation does not include removal of a facility for the purpose of collocating the facility with a planned or existing collocation-eligible facility.
- (w) "Roof-mounted antenna" means an antenna, including any mounting hardware, that is affixed to the roof of a building or other structure.

- (x) "Scenic ridge" or "ridge" means an area within any zoning district that is identified as a scenic ridge in the Open Space Element of the County General Plan.
- (y) "Service network" means a service provider's wireless telecommunications system located within the County.
- (z) "Service provider" means a private sector entity that provides wireless telecommunication services, or provides support facilities to improve or enhance wireless service, or owns or operates a facility.
- (aa) "Stealth facility" or "stealth antenna" means a facility or antenna that has the appearance of another physical feature, or is integrated within or as part of another physical feature, or is designed and manufactured to have the appearance of being part of the existing landscape or environment or an existing structure.
- (ab) "Substantial modification" means any change to a facility that results in one or more of the following:
  - (1) An increase or expansion of the physical capacity of an antenna support structure;
  - (2) An increase in the number of antenna support structures maintained by a single service provider on a single facility site;
  - (3) An increase to the height of a facility;
  - (4) Any change to a facility, or to the purpose of the facility, that requires the California Public Utilities Commission, Federal Communications Commission, or Federal Aviation Administration to issue a new license or other discretionary approval for the facility.

Substantial modification does not include collocation at a collocation-eligible facility, or only the addition of antennas at any facility, up to the maximum permitted capacity of the facility, as long as the facility continues to comply with this chapter and any permit issued under this chapter.

- (ac) "Tower" means any ground-mounted antenna support structure over 10 feet in height, and includes a monopole, a lattice tower, and a guyed tower.
- (ad) "Wireless" means through the airwaves, including, but not limited to, infrared line of sight, cellular, personal communication service (PCS), wireless internet (WiFi), pagers, enhanced specialized mobile radio service, microwave, satellite, radio, and television signals, and similar services that currently exist or that may be developed in the future.
- (ae) "Wireless telecommunication facility" or "facility" means a facility that transmits and/or receives wireless signals. The facility may include one or more antenna support

structures, antennas, repeaters, radio transmitters, cables, ancillary equipment, equipment enclosures, air vents, support structures, air conditioning units, fans, fire suppression systems, emergency back-up generators or other back-up power sources, parking area and other accessory development. (Ord. 2013-\_\_ § 2.)

**88-24.206. Applicability.**

- (a) Application. Except as specified in this section, the requirements of this chapter apply to each new facility, each relocated facility, and each facility that undergoes a substantial modification.
- (b) Requirements cumulative. The requirements of this chapter are in addition to any other applicable requirements of this code, and state and federal laws and regulations, that apply to the location, design, construction, installation, operation, and licensing of each facility.
- (c) Exemptions. The following facilities are exempt from this chapter:
  - (1) An antenna or facility that is expressly exempt from local regulation by any state or federal law or regulation, or by any permit issued by California Public Utilities Commission or Federal Communications Commission.
  - (2) A facility for non-commercial telecommunication purposes that:
    - (A) Is located on private property;
    - (B) Does not exceed the height limit for the zoning district in which it is located; and
    - (C) Is operated either as a part of the Amateur Radio Service under Title 47 of the Code of Federal Regulations, Part 97, or as part of a citizen's band radio system under Title 47 of the Code of Federal Regulations, Part 65, Subpart D.
  - (3) A microwave dish or satellite dish measuring 72 inches, or less, in diameter that receives, but does not transmit, radio or television wireless signals.
  - (4) A facility that is established temporarily and meets both of the following requirements:
    - (A) The facility is established during or after a community-wide emergency or natural disaster declared by any federal, state, or local official, or during or after an emergency as defined in Title 14 of the California Code of Regulations, section 15359.

- (B) The facility is established for 60 days or less. Notwithstanding this 60-day limitation, the zoning administrator may authorize a temporary facility to remain established for so long as necessary to repair or reconstruct a facility that is damaged or destroyed as a result of an event specified in subsection (c)(4)(A) of this section.
- (5) A mobile or vehicle-mounted facility that is located at a single location for 72 hours or less, and is used by a public or private radio or television broadcasting company, cable service provider, journalist, or internet content provider, for news coverage, public information, or other similar purposes.
- (6) A facility owned or operated by one or more federal, state, or local government entities, including, but not limited to, any facility for a regional emergency communication system, and any facility for a 911 system.
- (7) A facility accessory to other publicly owned or operated equipment for data acquisition related to irrigation control, well monitoring, or traffic signal control.
- (8) An antenna or facility that replaces an existing antenna or facility and does not result in a substantial modification to the facility.
- (9) The addition of an antenna to any facility, as long as the addition does not exceed the authorized capacity of the facility and will not cause the facility to violate any provision of this chapter or any permit issued for the facility under this chapter.
- (10) Any repair of, upgrade to, or maintenance for, a facility that does not result in a substantial modification to the facility. (Ord. 2013-\_\_ § 2.)

#### **Article 88-24.4. Facility Location, Design, and Operation.**

##### **88-24.402. Location requirements.**

- (a) Collocation encouraged. The collocation of facilities with existing or proposed collocation-eligible facilities is encouraged.
- (b) Limitations on locating within or near certain zones. No high-visibility facility or tower may be established in, or within 100 feet of, any of the following:
- (1) A single-family residential (R-), two-family residential (D-1), multiple-family residential (M-), water recreational (F-1), mobile home/manufactured home park (T-1), or Kensington combining (-K) zoning district.
- (2) A residential lot within a planned unit (P-1) zoning district.
- (c) Proximity of towers. No new tower may be located within 1,000 feet of an existing tower, unless the zoning administrator finds both of the following:

- (1) The cumulative visual and aesthetic impacts of the tower will be less than significant with or without the incorporation of mitigation measures identified during the CEQA environmental review process for the tower.
  - (2) The existing tower is not a collocation-eligible facility, or collocation is not otherwise possible.
- (d) Avoiding scenic ridges. No facility may be located within 50 horizontal feet of any ridge or peak within the Mount Diablo area, or within 50 horizontal feet of any scenic ridge located in a non-urban area, unless the zoning administrator finds that the facility will not result in significant visual or aesthetic impacts with or without the incorporation of mitigation measures identified during the CEQA environmental review process for the facility.
  - (e) Setback requirements. A facility that is used for AM, FM, International, or television broadcast service, or that receives television signals for processing and distribution over a cable network (a cable "headend" facility) must meet the setback distance that is the greater of: the setback requirement that applies within the zoning district in which it is located; or a distance equivalent to 110% of the height of the facility. All other ground-mounted antenna support structures or towers must meet the setback requirements that apply in the zoning district where the facility is located.
  - (f) High-visibility facilities. No high-visibility facility may be located on any lot between the face of a building and a public street, bikeway, trail, or park. Each high-visibility facility must be located within the facility site at a location that the zoning administrator finds will have the least visual and aesthetic impacts to the surrounding lots.
  - (g) Facilities on County property. No antenna or facility, or any portion of an antenna or facility, may extend over any County right-of-way, or be mounted on any County street light pole, traffic signal pole, utility pole, building, or other structure or improvement, unless the owner of the facility enters into a lease agreement with, or obtains an encroachment permit from, the County, and meets all other applicable requirements of this chapter. (Ord. 2013-\_\_ § 2.)

**88-24.404. Facility design requirements.**

- (a) Visual impacts.
  - (1) A facility must meet all of the following requirements in order to limit the facility's visual and aesthetic impacts:
    - (A) A facility must be designed to minimize its visual and aesthetic impacts on, and to blend in with, the surrounding area.

- (B) A facility must have a non-reflective finish and be painted and textured to match or blend with the predominant background.
  - (C) A facility or portion thereof that is visible against the skyline must be painted light gray, or a similar color approved by the zoning administrator, or camouflaged, and have a reflectivity of less than 55%, unless the California Public Utilities Commission, Federal Communications Commission, Federal Aviation Administration, or any state or federal law, regulation, or rule requires the facility or antenna to be painted, designed, or marked otherwise.
- (2) High visibility facilities – Towers. In addition to meeting the requirements in subsection (b)(1) of this section, a tower or other ground-mounted high-visibility facility must be screened and surrounded by a solid fence or wall, and must be camouflaged. Each fence or wall must have a non-reflective finish and be painted and textured to match or blend with the predominant background color in order to minimize visual and aesthetic impacts.
  - (3) High visibility facilities – Roof-mounted and façade-mounted facilities. In addition to meeting the requirements in subsection (b)(1) of this section, roof-mounted and façade-mounted high-visibility facility must be camouflaged.
- (b) Placards. A facility and every façade-mounted antenna, roof-mounted antenna, and ground-mounted antenna, must include a placard that states the name, phone number and address of the service provider and permittee, and all safety precautions or other statements required by the California Public Utilities Commission and Federal Communications Commission. The placard must be mounted on or near the facility or antenna at a location that is visible from ground-level. For any facility that is surrounded by a fence or wall, the placard must be mounted on the exterior of the fence or wall.
- (c) Safety and security. A facility must meet the following facility safety and security requirements:
- (1) All ancillary equipment must be enclosed in an equipment enclosure. The equipment enclosure must be locked at all times.
  - (2) The facility site must include night lighting in an amount necessary to illuminate the facility. Lighting must be directed downward to minimize glare and light spillover to surrounding lots.
  - (3) No lights or beacons may be installed on any antenna or antenna support structure, unless lights or beacons are required by a state or federal agency having jurisdiction over the antenna or antenna support structure, such as the California Public Utilities Commission, Federal Communications Commission, or Federal Aviation Administration, or if lights or beacons are recommended by the County Airport Land Use Commission.

(4) A ground-mounted facility and every tower must include physical measures designed to prevent climbing by unauthorized persons.

(d) Maximum Height. No facility may exceed 250 feet in height. (Ord. 2013-\_\_ § 2.)

**88-24.406. Design requirements - Façade-mounted antennas.**

(a) Visibility. A façade-mounted antenna must be painted a color that matches or blends with the color of the façade on which it is mounted. Any equipment enclosure that serves a façade-mounted antenna must be painted a color that matches the color of the surface on which it is mounted.

(b) Location. A façade-mounted antenna must be located at least eight feet above ground level. Unless the façade-mounted antenna is located within, or as part of, an existing architectural feature, or designed as a stealth antenna, a façade-mounted antenna must be mounted directly on the exterior lateral face of a building or facility.

(c) Maximum extension. No façade-mounted antenna may extend more than 24 inches from the face of the building or structure on which the antenna is located. No façade-mounted antenna may extend beyond the corner or edge of the wall on which it is mounted, except that a façade-mounted antenna may extend above the roofline of the facility. (Ord. 2013-\_\_ § 2.)

**88-24.408. Design requirements – Roof-mounted antennas.** A roof-mounted antenna must be painted a color that matches or blends with the color of the primary background against which the roof-mounted antenna is viewed from ground level. Any equipment enclosure that serves a roof-mounted antenna must be painted a color that matches the color of the surface on which it is mounted. (Ord. 2013-\_\_ § 2.)

**88-24.410. Building standards, maintenance, and operational requirements.**

(a) A facility must be constructed and maintained in compliance with all applicable local, state, and federal laws and regulations, including County building, electrical, and fire codes.

(b) A facility must be maintained in working order and kept graffiti and litter-free.

(c) A facility, all fences and walls surrounding the facility, and all other fixtures and improvements on a facility site must be repainted as often as necessary to prevent fading, chipping, or weathering of paint.

(d) Any landscaping at a facility site must be maintained in a healthy state. Dead or dying landscaping must be replaced.

- (e) If any stealth facility is designed as a flagpole, one or more flags must be flown and properly maintained on the flagpole during daylight hours.
- (f) A permittee must notify the zoning administrator within 10 days after any facility license or registration required by any local, state, or federal agency is revoked, modified, replaced, reissued, or suspended.
- (g) No facility may be operated at a frequency that will interfere with an emergency communication system or 911 system, including any regional emergency communication system.
- (h) Three years after the date a permit is issued under this chapter, and once every three years thereafter, a permittee must submit to the zoning administrator a report describing the radio and electromagnetic emissions of the facility, and, to the extent ascertainable, the anticipated increase in emissions associated with future collocation. An electrical engineer that is licensed by the State of California Board of Engineers, Land Surveyors and Geologists must prepare the report. (Ord. 2013-\_\_ § 2.)

**Article 88-24.6. Permits and Fees.**

**88-24.602. Permit required.**

- (a) A land use permit is required for a new facility or the substantial modification of an existing facility, except as otherwise provided in subsection (b) of this section.
- (b) A collocation permit is required for a facility that will be collocated on an existing collocation-eligible facility. (Ord. 2013-\_\_ § 2.)

**88-24.604. Application requirements for all permits.**

- (a) The following information must included in an application for a permit under this chapter:
  - (1) General information. An application must include the information specified in Section 26-2.2002 of this code. The application must provide the name and address of all service providers that will occupy the facility.
  - (2) Description of facility or substantial modification. An application must describe the type of facility or substantial modification for which a permit is sought. The application must describe the proposed physical capacity of the facility, including the maximum number of antennas to be located or collocated at the facility. The application must describe the number, type, and dimensions of all antennas, equipment enclosures, ancillary equipment, and antenna support structures. The application must establish that the technology being utilized at the facility will meet Telecommunications Industry Association standards, and must include a copy of all applicable standards.

- (3) Best available technology. An application must establish that the facility design incorporates the best available technology to minimize visual impacts. Before considering the application to be complete, the zoning administrator may require the applicant to pay the cost for an engineer selected by the zoning administrator to verify that the facility incorporates the best available technology to minimize visual impacts.
- (4) Authorization to install. An application must include a statement that the new facility will be, or the existing facility to be substantially modified is, located on a lot, building, or other structure or facility that is owned or leased by the applicant, and, if leased, it must include a statement that the owner authorizes the installation of the facility.
- (5) High visibility facilities – map of surrounding area. An application for a high-visibility facility, or a substantial modification that would cause a facility to become a high-visibility facility, must include both of the following:
  - (A) A USGS topographic map or survey with existing topographic contours showing the proposed facility site and showing the area within a one-mile radius of the site.
  - (B) A larger-scale map of the facility site showing the facility, all fences and walls surrounding the facility, the equipment enclosure, any access roads, and the surrounding area within a 150-foot radius of the facility.
- (6) Geographic service area. An application for a personal wireless service facility must identify the geographic area that the proposed facility will serve. The application must identify the location and service coverage area of all other facilities operated by the applicant within the County. The application must describe the extent to which the proposed facility will increase existing service area capacity, or extend the service provider's service area to cover any existing gap in service coverage. If a facility will extend a service provider's service area to cover an existing service-coverage gap, the application must include a map based on propagation prediction tools or software and radio frequency propagation measurements at the proposed facility site, or similar engineering data, showing the estimated service coverage area of the facility in relation to the area affected by the gap in service coverage.
- (7) Engineered drawings. An application must include copies of all engineered drawings and to-scale plans for facility construction and installation, or for completion of the substantial modification.
  - (A) For each tower and other antenna support structure that will be located on a facility site, the engineered drawings must identify all antennas to be included on each tower or structure, any space for future antennas,

equipment enclosures, fencing, landscaping, and lighting that will be located at the facility site.

- (B) For any ground-mounted, façade-mounted, and roof-mounted antennas, the engineered drawings must show the location at which each antenna will be installed, and the location of any equipment enclosure to serve the antenna.
- (8) Electromagnetic emission information. An application must include a statement, prepared by an electrical engineer licensed by the State of California Board of Engineers, Land Surveyors and Geologists, that provides all of the following information:
- (A) The frequency assigned to the facility by the Federal Communications Commission, and the measures that will be taken to ensure the facility operates within that frequency.
  - (B) How the facility will conform to the radio-frequency exposure standards adopted by the Federal Communications Commission, and how it will not exceed Federal Communications Commission-adopted standards regarding human exposure in areas subject to general public radio-frequency exposure, as defined by the National Council on Radiation Exposure Prevention.
  - (C) The anticipated radio and electromagnetic emissions from the facility, and, to the extent ascertainable, the anticipated increase in emissions that will be caused by any future collocation.
- (9) Estimated cost of remediation. For a new facility, the application must include an estimate of the cost to remove the facility from the facility site, and restore the facility site to the condition that it was in before the construction and installation of the facility. For a substantial modification to an existing facility, the application must include an estimate of any increase in cost attributable to the substantial modification to remove the facility and restore the facility site.
- (b) Applications for facilities requiring a land use permit. In addition to the information required under subsection (a) of this section, an application for a facility other than a collocation facility, or an application for a substantial modification, must include:
- (1) Visual simulations and images. An application must include visual simulations or images that show both the facility site before installation or construction of the facility and the anticipated view of the facility site after the facility is installed or constructed. A visual simulation or image must be provided for each of two adjoining sides (*i.e.*, sides that meet at a corner) of the facility.

- (2) Alternatives considered. An application for a facility must include a description of the facility site-selection process, identify each alternative facility site that was considered, and explain why each alternative facility site was rejected in favor of the proposed facility site. If no alternative sites were considered, the application must explain why no site other than the proposed facility site was considered.
  - (3) If the application is for a collocation-eligible facility, the application must include a statement that the applicant will allow other service providers to collocate on the facility, as long as there is sufficient permitted facility capacity, and as long as collocation is technically and economically feasible.
- (c) Applications for collocation permits. In addition to the information required under subsection (a) of this section, an application for a collocation permit must include:
- (1) A copy of the land use permit for the collocation-eligible facility; and
  - (2) A copy of any certified environmental impact report, mitigated negative declaration, or negative declaration that was prepared for the collocation-eligible facility. (Ord. 2013-\_\_ § 2.)

**88-24.606. Financial assurance required for all permits.**

- (a) Financial assurance required. An applicant for a collocation permit or a land use permit shall provide a financial assurance as specified in this section as a condition of permit issuance. The zoning administrator will determine the cost to remove the facility and restore the facility site to the condition that it was in before construction and installation of the facility. An applicant must provide financial assurance in that amount before a permit will be issued under this chapter. A financial assurance must be irrevocable and not cancelable, except by County.
- (b) Duration of financial assurance. Each form of financial assurance must remain valid for the duration of the permit and for at least six months following the termination, cancellation, or revocation of the permit.
- (c) Form of financial assurance. Financial assurance must be provided in one or more of the following forms:
  - (1) A deposit with the County. The deposit will not earn interest.
  - (2) A surety bond issued by an admitted surety insurer, pursuant to Code of Civil Procedure section 995.010, et seq.
  - (3) A standby letter of credit, naming the County as beneficiary, issued by a bank authorized to do business in the State of California. The letter of credit must be payable within seven business days, upon demand by County.

- (4) An escrow account comprised of any of the following: cash; a negotiable bond of the United States or any state, county, or municipality endorsed by the applicant and rated "A" or "A2" or higher by a nationally-recognized bond rating organization; or a negotiable certificate of deposit in a depository insured by the Federal Deposit Insurance Corporation. The value of any of those will be based on the then-current value, not the value at maturity. The financial instruments held in escrow must be payable within seven business days, upon demand by County.
- (d) Substitution of financial assurance.
- (1) Substitution permitted. At any time during the term of a permit, a permittee may replace its financial assurance with another form of financial assurance authorized under this section. After receiving a request to replace its financial assurance, and after the permittee provides the new financial assurance to the County, the County will return any deposit, or authorize the cancellation or revocation of any other financial assurance being replaced.
  - (2) Substitution required. If, during the term of the permit, the Federal Deposit Insurance Corporation or another governmental entity becomes the receiver or conservator of the issuer of a financial assurance, or the issuer files for bankruptcy or dissolves, the County may request that the permittee provide a new financial assurance authorized under this section. Within 30 days after that request, a permittee must provide a new financial assurance, and, after it is provided, the County will cancel the financial assurance being replaced. If a permittee does not provide a new financial assurance within 30 days after County's request, the permit will be suspended until the new financial assurance is provided.
- (e) County's use of financial assurance. After providing notice to the permittee, the County may draw upon and use a financial assurance to remove an abandoned facility, as provided by this chapter. (Ord. 2013-\_\_ § 2.)

**88-24.608. Ministerial approval of application for collocation permit.**

- (a) Notice of complete application. The zoning administrator will notify the applicant that the application is complete or incomplete. A notice of incomplete application will describe the additional information required to complete the application.
- (b) Issuance of collocation permit. The zoning administrator will approve the application and issue a collocation permit under this chapter if all of the following requirements are satisfied:
  - (1) A land use permit was issued under this chapter for the collocation-eligible facility.

- (2) A California Environmental Quality Act environmental impact report, mitigated negative declaration, or negative declaration was certified for the existing collocation-eligible facility, pursuant to Public Resources Code section 21000, et seq.
- (3) The collocation of the facility with an existing collocation-eligible facility will not require the preparation of a subsequent or supplemental environmental impact report pursuant to Public Resources Code section 21166.
- (4) The facility to be collocated will incorporate required mitigation measures specified in an environmental impact report or mitigated negative declaration that was certified for the existing collocation-eligible facility.
- (5) The applicant has provided the financial assurance required by this chapter. (Ord. 2013-\_\_ § 2.)

**88-24.610. Discretionary approval of application for land use permit.**

- (a) Notice of complete application. The zoning administrator will notify the applicant that the application is complete or incomplete. A notice of incomplete application will describe the additional information required to complete the application.
- (b) Discretionary approval of application and issuance of land use permit. The zoning administrator will approve an application and issue a land use permit under this chapter if it makes the findings required by section 26-2.2008 of this code, and finds all of the following:
  - (1) The application is complete.
  - (2) Either:
    - (A) The facility or substantial modification will meet the requirements of this chapter; or
    - (B) The facility is a personal wireless facility, the personal wireless facility, as proposed, is necessary to close a significant gap in the provider's service-area coverage and there is no less intrusive means to close that significant gap.
  - (3) The facility or substantial modification has been reviewed pursuant to all appropriate environmental laws and regulations, including CEQA.
  - (4) If an environmental impact report or mitigated negative declaration was prepared for the facility or substantial modification, the facility or substantial modification will incorporate all mitigation measures identified in either of those documents. Each mitigation measure will be included as a term of the permit.

- (5) If the ALUC reviewed and commented on the application, the facility or substantial modification will incorporate each mitigation measure recommended by the commission and deemed by the zoning administrator to be necessary to protect public safety, health, and welfare. Each mitigation measure will be included as a term of the permit.
  - (6) The applicant has provided the financial assurance required by this chapter.
  - (7) The applicant has paid all required fees and costs, including but not limited to the application fee, any required environmental review fee, and any costs to obtain verification that the facility incorporates the best available technology to minimize visual impacts.
- (c) Denial of applications. If the zoning administrator denies an application for a permit, the applicant may appeal the denial pursuant to Article 26-2.24 of this code.
  - (d) Judicial review of denial of personal wireless service facility permit. For a permit application for a personal wireless service facility, after exhausting its appeals to each division of the planning agency, and within 30 days after receiving the last decision sustaining denial of the permit application, the applicant may seek judicial review of the denial in any court having jurisdiction over the denial, or seek relief from the Federal Communications Commission, as provided by Title 47 of the United States Code, section 332, subdivision (c)(7)(B)(v). (Ord. 2013-\_\_ § 2.)

**88.24-612. Permit duration, modification, suspension, revocation, and renewal.**

- (a) Permit duration. A permit has a term of 10 years.
- (b) Permit modification, suspension, and revocation. A permit may be modified, suspended, or revoked in accordance with Article 26-2.20 of this code.
- (c) Permit renewal. A permit may be renewed for successive 10-year periods, as follows:
  - (1) Timing of request. A renewal request must be submitted to the zoning administrator at least 60 days before the expiration of the permit's current term.
  - (2) Required submittals. A renewal request must be submitted with the following:
    - (A) A copy of the permit being renewed;
    - (B) A copy of the original application for the permit;
    - (C) A copy of any environmental document that was certified for the permit.

- (3) Renewal of financial assurance required. Before a permit renewal will be effective, the permittee must renew the financial assurance provided for its original permit under this chapter, or provide a new financial assurance in a form authorized by this chapter. The renewed or new financial assurance must be in an amount that the zoning administrator determines is necessary to pay, as of the date that the renewal request is approved, the cost to remove the facility and restore the facility site to its original condition before construction or installation of the facility.
- (4) Approval of renewal request. A renewal request will be approved or denied by the zoning administrator after receiving the request and all required materials if the zoning administrator finds all of the following:
  - (A) As of the date the renewal request is made, the facility meets the applicable requirements of this chapter;
  - (B) The permittee has renewed, or provided a new, financial assurance that meets the requirements of subsection (c)(3) of this section.
  - (C) The permittee has paid the renewal request processing fee. (Ord. 2013-\_\_ § 2.)

**88-24.614. Discontinuation of facility use and facility abandonment.**

- (a) Discontinuation of facility use. The following requirements apply when a permittee intends to discontinue its use of a facility:
  - (1) Notice of discontinuance of use. At least 60 days before the final day of use, a permittee that intends to discontinue its use of any facility must provide to the zoning administrator written notice of the permittee's intent to discontinue use of the facility. A copy of the notice must be provided to the owner of the facility site if the permittee is not the owner of that site.
  - (2) Removal and restoration. Within 60 days after the final day of use, the permittee must completely remove the facility and restore the facility site to the condition it was in before the construction and installation of the facility. Within 48 hours after completing facility removal and facility-site restoration, the permittee must provide notice to the County that removal is complete. The County may inspect the facility site to confirm removal is complete.
  - (3) Cancellation of financial assurances. Within 30 days after receipt of notice of completion of facility removal and facility-site restoration, the County will return any financial assurance deposited with it, and cancel, or authorize the cancellation of, any other type of financial assurance provided by the permittee.

- (b) Facility abandonment. If the permittee fails to remove the facility and restore the facility site to the condition it was in before the construction and installation of the facility, as provided in subsection (a) of this section, the County will consider the facility to be abandoned. The following provisions apply to an abandoned facility:
- (1) Notice of abandonment. The County will provide the owner of the facility seven-days' advance written notice that the County deems the facility to be abandoned and that it will draw upon and use the financial assurances, as described in this subsection (b).
  - (2) Removal and restoration. If, within seven days after the date of the notice, the owner has not commenced facility removal and facility-site restoration, the County may draw upon and use the financial assurances to complete facility removal and facility-site restoration. If the owner commences facility removal and facility-site restoration within seven days after the date of the notice, but does not complete removal and restoration within 30 days after the date of the notice, the County, without further notice to the owner, may draw upon and use the financial assurances to complete facility removal and facility-site restoration.
  - (3) Cancellation of remaining financial assurances. The amount of the financial assurances used by County may not exceed the County's actual cost of facility removal and facility-site restoration. After completing facility removal and facility-site restoration, the County will return to the permittee, cancel, or authorize the cancellation of, any remaining amount of financial assurance. (Ord. 2013-\_\_ § 2.)

**88-24.616 Other Permits and Licenses.**

- (a) The issuance of a permit under this chapter does not relieve anyone from the obligation to obtain any other permit or license required by this code or state or federal law, including but not limited to licenses issued by the California Public Utilities Commission, Federal Communications Commission, or Federal Aviation Administration.
- (b) The issuance of any other permit or license does not relieve anyone from the obligation to obtain a permit required by this chapter. (Ord. 2013-\_\_ § 2.)

**SECTION III. EFFECTIVE DATE.** This ordinance becomes effective thirty (30) days after passage, and within fifteen (15) days after passage, this ordinance shall be published once with the names of the supervisors voting for or against it in the Contra Costa Times, a newspaper published in this County.

PASSED on \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:     DAVID J. TWA  
              Clerk of the Board of Supervisors     \_\_\_\_\_ Board Chair  
              and County Administrator

By:           \_\_\_\_\_ [SEAL]  
              Deputy

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