



TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT
AGENDA PACKET

For the Meeting of Wednesday
October 3, 2012

7:00P.M. Regular Meeting

District Office
1800 Willow Lake Road



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

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

**NOTICE OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY CSD
Wednesday October 3, 2012
REGULAR MEETING 7:00 P.M.
1800 Willow Lake Road, Discovery Bay, California
Website address: 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 that is before the Board for consideration. Any person wishing to speak must come up and speak from the podium. There will be no dialog between the Board and the commenter. Any clarifying questions from the Board must go through the Chair.

C. PRESENTATIONS

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. Minutes of previous Special meeting dated September 19, 2012 (**Page 4**)
2. Minutes of previous Regular meeting dated September 19, 2012 (**Page 5**)
3. Register of District Invoices (**Page 7**)
4. Geotechnical Services for Wastewater Treatment Plant Construction Projects (**Page 12**)

G. PUBLIC HEARING to Consider the Following

1. Town of Discovery Bay CSD amending Capacity Charge Fee Program ("Capacity Fee") and adoption of Resolution No. 2012-23 (**Page 39**)

H. NEW BUSINESS AND ACTION ITEMS

1. Town of Discovery Bay CSD amending Revenue, Operating & Maintenance and Capital Improvement Program Budget projections for FY 2012-13 and adoption of Resolution No. 2012-24 (**Page 69**)
2. Agency Comment Request – Home Occupation Use Permit Application – Jesus Lopez (LP12-2106) (**Page 127**)

I. PRESIDENT REPORT AND DIRECTORS' COMMENTS

J. MANAGER'S REPORT

1. Discussion and possible action on 2013 Discovery Bay Earth Day proposed projects (Veteran's Memorial & Demonstration Gardens) (**Page 137**)

K. GENERAL MANAGER'S REPORT

1. Discussion regarding electronic message boards (**Page 139**)
2. Discussion regarding Official Town of Discovery Bay CSD Seal and Logo (**Page 142**)

L. DISTRICT LEGAL COUNSEL REPORT

M. COMMITTEE UPDATES

N. CORRESPONDENCE – Discussion and Possible Action

1. R – Letter from California Natural Resources regarding response from Governor Brown on the subject of the Peripheral Canal dated September 13, 2012 (**Page 154**)
2. R – Letter from Contra Costa County Public Works Department regarding Transfer of Parks in Countywide Lighting and Landscape District Zones in Discovery Bay dated September 24, 2012 (**Page 156**)

O. PUBLIC RECORD REQUESTS RECEIVED

P. FUTURE AGENDA ITEMS

Q. ADJOURNMENT

1. Adjourn to the next regular meeting on October 17, 2012 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 CSD after distribution of the agenda packet are available for public inspection in the District Office located at 1800 Willow Lake Road during normal business hours."



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

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

**MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY CSD
Wednesday September 19, 2012
1800 Willow Lake Road, Discovery Bay, California
SPECIAL MEETING 6:00 P.M.
Website address: www.todb.ca.gov**

SPECIAL MEETING AT 6:00 P.M.

- A. **ROLL CALL**
Call business meeting to order – 6:00 p.m. by President Steele
Roll Call – All Present
- B. **PUBLIC COMMENT**
None
- C. **OPEN SESSION DISCLOSURE OF CLOSED SESSION AGENDA**
(Government Code Section 54957.7)
Legal Counsel Schroeder – The Board adjourned into Closed Session regarding action item D-1.
- D. **CLOSED SESSION:**
1. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS Government Code Section 54956.8**
Property: 10+/- acres – APN 008-200-014 and 008-200-011 (Discovery Bay Athletic Club site)
Agency Negotiator: General Manager, Rick Howard
Negotiating parties: (Pilati Farms and Randy Prince)
Under negotiation: Instruction to negotiator will concern price and terms of payment.
- E. **RETURN TO OPEN SESSION; REPORT ON CLOSED SESSION**
(Government Code Section 54957.1)
Legal Counsel Schroeder – The Board reconvened from Closed Session regarding action item D-1. The entire Board was present during the entire Closed Session and there is no reportable action.
- F. **ADJOURNMENT**
The meeting adjourned at 6:40 p.m. to the Regular Meeting on September 19, 2012 at 7:00 p.m. on 1800 Willow Lake Road

//cmc – 09.26.12

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



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

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

**MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY CSD
Wednesday September 19, 2012
REGULAR MEETING 7:00 P.M.
1800 Willow Lake Road, Discovery Bay, California
Website address: 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 Steele
Pledge of Allegiance – Led by Director Tetreault
Roll Call – All Present

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

None

C. PRESENTATIONS

None

D. PRESIDENT REPORT AND DIRECTORS' COMMENTS

Vice-President Graves – Provided his report and the details of the East Contra Costa Fire Protection District meeting dated September 10, 2012
Provided his report and the details of the Contra Costa County Aviation Advisory Committee meeting dated September 13, 2012
President Steele – Provided his report and the details of the Byron Union School District meeting dated September 6, 2012.

E. CONSENT CALENDAR

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

1. Minutes of previous Regular meeting dated September 5, 2012
2. Register of District Invoices
3. Annual Conference of the California Special District Association (CSDA)

Motion by: Director Simon to approve the Consent Calendar

Second by: Director Tetreault

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

F. NEW BUSINESS AND ACTION ITEMS

1. Approve Purchase of One (1) Aero-Mod Belt Press for Bio Solids production project

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

Motion by: Director Tetreault to approve the Purchase of the Aero-Mod Belt Press for Bio Solids production project in the amount of \$241,000.00

Second by: Vice-President Graves

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

2. Purchase of two (2) Thermo-System Active Solar Drying System Chambers

General Manager Howard – Provided the details of item F-2

Water and Wastewater Manager Koehne – Provided additional details of item F-2

There was discussion between the Board and the Water and Wastewater Manager

Motion by: Vice-President Graves to approve the purchase of the two (2) Thermo-System Active Solar Drying System Chambers in the amount of \$1,100,000.00 plus tax

Second by: Director Simon

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

3. Amend the Town of Discovery Bay Community Services District Position Schedule

General Manager Howard – Provided the details of item F-3

There was discussion between the General Manager, Legal Counsel, and the Board

Motion by: Director Simon to amend the Town of Discovery Bay Community Services District Position Schedule

Second by: Director Mattison

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

G. VEOLIA REPORT

Project Manager Berney Sadler – Provided the details for the August Monthly Operations Report. There was discussion between the Veolia Project Manager, the Water and Wastewater Manager, the General Manager, and the Board

H. MANAGER'S REPORTS

None

I. GENERAL MANAGER'S REPORT

1. Sub-Committee Calendar

General Manager Howard - Provided details of item I-1 along with the palm tree trimming project with the new Town of Discovery Bay CSD Genie 50' Towable Boom Lift

There was discussion between the General Manager and the Board

J. DISTRICT LEGAL COUNSEL REPORT

Legal Counsel Schroeder – The Board meet for a Special meeting at 6:00 p.m. for a Closed Session regarding action item D-1. All five (5) Board members were present during the entirety of the Closed Session and there was no reportable action.

K. COMMITTEE UPDATES

General Manager Howard – Provided an update from the Communications Subcommittee that meet before the September 19, 2012 Board meeting

L. CORRESPONDENCE-Discussion and Possible Action

1. R – Contra Costa County Aviation Advisory Committee meeting minutes dated June 14, 2012
2. R – East Contra Costa Fire Protection District meeting minutes dated August 6, 2012
3. R – East Contra Costa Fire Protection District meeting minutes dated August 29, 2012

M. PUBLIC RECORD REQUESTS RECEIVED

N. FUTURE AGENDA ITEMS

1. Acknowledge and Honor former Director Robert (Bob) Doran

O. ADJOURNMENT

The meeting adjourned at 7:40 p.m. to the next Regular meeting of October 3, 2012 starting at 7:00 p.m. at 1800 Willow Lake Road-Located behind the Delta Community Presbyterian Church.

//cmc – 09.26.12

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



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

October 03, 2012

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

Agenda Title

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 \$297,879.63

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-3

Request for authorization to pay invoices (RFA)
For the Meeting on October 03, 2012
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>
Administration				
Antioch Plumbing Inc.	6042	Unstop Waste Line (Z57)	09/12/12	\$180.00
Beverly Anaya & Hector Martinez	10114500432	Refund for Overpayment on Account	09/18/12	\$10.75
Big Dog Computer	BDC32908	Nemo" and Raid drive repair"	09/18/12	\$381.53
Charles & Ann Onn	10115000333	Refund for Overpayment on Account	09/18/12	\$22.44
Chris Steele	Sep-12	Sept 2012 Expense Report	09/26/12	\$516.99
County Of Contra Costa, Dept of Info Tec	7719	Data processing charge for August 2012	09/12/12	\$43.06
Cramer, Frank	Aug-12	Aug 2012 Expense Report	09/26/12	\$206.46
Discovery Pest Control	464262	Pest control for July 2012	07/13/12	\$68.00
Discovery Pest Control	469640	Pest service for Sept 2012	09/14/12	\$68.00
I & T Backflow Testing	195	Backflow Tests (Z35,Z57,Z61)	09/07/12	\$560.00
Jim Mattison	Sep-12	Sept 2012 Expense Report	09/26/12	\$400.00
John Deere Landscapes, Inc.	62638827	Point of Timber (Z61)	09/12/12	\$413.56
Kevin Graves	Sep-12	Sept 2012 Expense Report	09/26/12	\$600.00
Kevin Graves	Sep-12	Sept 2012 Expense Report	09/26/12	\$54.39
MailFinance	N3532976	Lease for postage machine 10/12-11/12	09/17/12	\$69.53
Mark Simon	Sep-12	Sept 2012 Expense Report	09/26/12	\$300.00
MR Copy	OCB66A1	Six E-Copy Licenses	07/31/12	\$3,169.41
MR Copy	OCB66B1	iPad 2-16GB	08/06/12	\$386.82
Neopost (Postage Account)	7900044908384658/912	Postage for Postage Machine	09/06/12	\$102.60
Odyssey Landscape Co, Inc.	36037570	Monthly Contract (Z35,Z57,Z61)	08/20/12	\$7,130.00
Office Depot	624039193001	Office Supplies, copy paper, ink	09/07/12	\$144.83
Office Depot	624039231001	Office Supplies	09/07/12	\$8.29
Ray Tetreault	Sep-12	Sept 2012 Expense Report	09/26/12	\$300.00
ReliaStar Life Insurance Company	JR52 457(B) 09-10/12	457 (b) for 09/15/12-10/15/12	10/01/12	\$2,751.98
Richard Seugling	10112910393	Refund for Overpayment on Account	09/18/12	\$19.36
Robert Westlake	10114900541	Refund for Overpayment on Account	09/18/12	\$8.60
SDRMA	11819	Ancillary Benefits Oct 2012	09/26/12	\$345.30
Shred-It	9400787369	Shred charge for service date 08/23/12	08/24/12	\$70.04
Timothy Santos	PARK RENTAL RETURN	Park Rental Return	09/25/12	\$55.00
		Administration	Sub-Total	\$18,386.94
Water				
American Water Works Association	7000538558/00441343	Membership dues 2012-2013	09/26/12	\$238.00
Ashland	130049895	Chemicals	09/12/12	\$7,861.99
Brentwood Tire Company	26506	Chev. Colorado Repair	09/12/12	\$177.26
California Department of Public Health	1260037	Water System Fees July 1, 2011 through June 30, 2012	09/25/12	\$4,776.41
Hach Company	7941969	Water Quality Testing Product	09/14/12	\$1,963.60
J.W. Backhoe & Construction, Inc.	1739	Paved Clubhouse Dr & Hampton Ct	09/18/12	\$5,292.52
J.W. Backhoe & Construction, Inc.	1740	Water leak Sailboat Dr	09/18/12	\$7,760.32
J.W. Backhoe & Construction, Inc.	1741	Water Leak at Beach Court	09/18/12	\$2,260.30
J.W. Backhoe & Construction, Inc.	1743	Dug up meter boxes Beaver Lane	09/18/12	\$1,483.70
J.W. Backhoe & Construction, Inc.	1744	Leak at Cabrillo Pt	09/18/12	\$1,880.40
J.W. Backhoe & Construction, Inc.	1747	Sidewalk on Sailboat Drive	09/18/12	\$1,841.16
J.W. Backhoe & Construction, Inc.	1749	Paved Sailboat Dr	09/20/12	\$5,039.71
Luhdorff & Scalmanini	28118	Water Level Monitoring Program	08/31/12	\$872.70
Luhdorff & Scalmanini	28121	Well 5A testing and evaluation	08/31/12	\$695.75
Luhdorff & Scalmanini	28123	EDU and Willow Booster Pump Assessment	08/31/12	\$1,700.00
Pacific Gas & Electric	2943721807/091012	Electric/gas bill for Aug-Sept 2012	09/10/12	\$41,159.73
Paul E. Vaz Trucking, Inc.	21809	Material and Hauling on 09/12/12	09/18/12	\$396.79
Paul E. Vaz Trucking, Inc.	21810	Material and Hauling on 09/12/12	09/18/12	\$536.11
Paul E. Vaz Trucking, Inc.	21811	Material and Hauling on 09/12/12	09/18/12	\$203.93
Paul E. Vaz Trucking, Inc.	21812	Material and Hauling on 09/12/12	09/18/12	\$284.48
ReliaStar Life Insurance Company	JR52 457(B) 09-10/12	457 (b) for 09/15/12-10/15/12	10/01/12	\$483.46
SDRMA	11819	Ancillary Benefits Oct 2012	09/26/12	\$21.35

Univar	SJ296431A	Chemicals delivered 07/05/12	07/05/12	\$336.77
Univar	SJ296432A	Chemicals delivered 07/05/12	07/05/12	\$296.64
Univar	SJ298314A	Chemicals delivered 07/12/12	07/12/12	\$434.80
Univar	SJ298315A	Chemicals delivered 07/12/12	07/12/12	\$361.53
Univar	SJ299147A	Chemicals delivered 07/18/12	07/18/12	\$273.48
Univar	SJ299148A	Chemicals delivered 07/18/12	07/18/12	\$366.17
Univar	SJ501739A	Chemicals delivered 07/25/12	07/25/12	\$317.59
Univar	SJ501740	Chemicals delivered 07/25/12	07/25/12	\$320.70
Univar	SJ502538A	Chemicals delivered 07/30/12	07/30/12	\$274.67
Univar	SJ502539A	Chemicals delivered 07/30/12	07/30/12	\$343.42
Univar	SJ503622A	Chemicals delivered 08/06/12	08/06/12	\$386.26
Univar	SJ503627	Chemicals delivered 08/06/12	08/06/12	\$336.00
Univar	SJ505307	Chemicals delivered 08/14/12	08/14/12	\$317.10
Univar	SJ505310A	Chemicals delivered 08/14/12	08/14/12	\$321.88
Univar	SJ506291	Chemicals delivered 08/21/12	08/21/12	\$369.60
Univar	SJ506292	Chemicals delivered 08/21/12	08/21/12	\$327.60
Univar	SJ507562	Chemicals delivered 08/27/12	08/27/12	\$328.44
Univar	SJ507563	Chemicals delivered 08/27/12	08/27/12	\$227.20
Univar	SJ509000	Chemicals delivered 08/30/12	08/30/12	\$151.20
Univar	SJ509001	Chemicals delivered 08/30/12	08/30/12	\$210.00
Univar	SJ509519	Chemicals delivered 09/06/12	09/06/12	\$336.00
Univar	SJ509521	Chemicals delivered 09/06/12	09/06/12	\$231.00
Univar	SJ511485	Chemicals delivered 09/12/12	09/12/12	\$218.40
Univar	SJ511488	Chemicals delivered 09/12/12	09/12/12	\$281.40
Univar	SJ512205	Chemicals delivered 09/18/12	09/18/12	\$357.00
Veolia Water North America	00019917B	Sept 2012 Monthly O&M (includes Retro)	09/18/12	\$41,553.32
Virgil Koehne	AUG EXPENSE REPORT	Aug Expense Report	09/07/12	\$8.00
Watersavers Irrigation Inc.	I1214678	Misc. Supplies	09/04/12	\$108.54

Water Sub-Total \$136,324.38

Wastewater

Advanced Pipeline Services, Inc	861A	Video Expection of 8" clay sewer, partial payment	08/23/12	\$100.00
Ferguson Waterworks	843021	Camlok Adapters	09/17/12	\$262.00
Ferguson Waterworks	843031	Camlok Adapters	09/17/12	\$96.27
Kleinfelder, Inc.	773694	Testing & Inspection Solar Dryer 2	08/31/12	\$948.30
Pacific Gas & Electric	7312115758/091012	Electric/gas bill for Aug-Sept 2012	09/10/12	\$37,424.58
ReliaStar Life Insurance Company	JR52 457(B) 09-10/12	457 (b) for 09/15/12-10/15/12	10/01/12	\$108.52
SDRMA	11819	Ancillary Benefits Oct 2012	09/26/12	\$9.07
Veolia Water North America	00019917B	Sept 2012 Monthly O&M (includes Retro)	09/18/12	\$62,329.97
Virgil Koehne	AUG EXPENSE REPORT	Aug Expense Report	09/07/12	\$12.00

Wastewater Sub-Total \$101,290.71

Community Center

Old Republic Title Company		101 Deposit for Community Center	09/20/12	\$12,000.00
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Community Center Sub-Total \$12,000.00

Grand Total \$268,002.03

Request For Authorization To Pay Invoices (RFA)
For the Meeting on October 03, 2012
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>
Big Dog Computer	BDC32905	Laptop, desktop issues	09/11/12	\$75.00
Big Dog Computer	BDC32907	Seagate Connectivity, GOTO, Print issues	09/11/12	\$170.00
Brentwood Tire Company	26506	Chev. Colorado Repair	09/12/12	\$44.32
Cresco Equipment Rentals	3197620	Harness/Lanyard	09/13/12	\$146.15
Grainger	9925649536	Harness	09/12/12	\$166.12
Grainger	9925649544	Ear Plugs	09/12/12	\$48.17
I & T Backflow Testing	195	Backflow Tests	09/07/12	\$735.00
Pacific Gas & Electric	0869258994/090712	Electric/gas bill for Aug-Sept 2012	09/07/12	\$596.64
Pacific Gas & Electric	59397344215/091412	Electric/gas bill for Aug-Sept 2012	09/14/12	\$6,264.27
Valley Crest Landscaping	4031584	Landscape Maintenance for July 2012	07/10/12	\$7,412.00
Valley Crest Landscaping	4052195	Landscape Maintenance for Aug 2012	08/10/12	\$8,457.00
Valley Crest Landscaping	4082571	Misc. Irrigation Repairs	09/10/12	\$936.00
Valley Crest Landscaping	4082575	Irrigation Valve Replacement-Cornell Park	09/10/12	\$326.00
Valley Crest Landscaping	4082576	Complete Misc Irrigation Repairs	09/10/12	\$718.00
Watersavers Irrigation Inc.	I1214678	Misc. Supplies	09/04/12	\$36.18
Watersavers Irrigation Inc.	I1217362	Supplies for Clipper Dr.	09/11/12	\$11.42
Watersavers Irrigation Inc.	I1217802	Supplies for Clipper Dr.	09/12/12	\$277.69
Watersavers Irrigation Inc.	I1218387	Backflow Repair	09/17/12	\$70.49
Watersavers Irrigation Inc.	I1218693	Supplies for Clipper Dr	09/14/12	\$70.65
Watersavers Irrigation Inc.	I1218701	Supplies for Clipper Dr.	09/14/12	\$15.44
				\$26,576.54

Request For Authorization To Pay Invoices (RFA)
For the Meeting on October 03, 2012
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>
American Retrofit Systems	250	Electrical at Ravenswood Splash Pad	09/12/12	\$100.00
American Retrofit Systems	251	Splash Pad at Ravenswood Labor	09/17/12	\$200.00
I & T Backflow Testing	195	Backflow Tests	09/07/12	\$105.00
Odyssey Landscape Co, Inc.	36037570	Monthly Contract	08/20/12	\$2,725.00
Pacific Gas & Electric	403377952	Electric/gas bill for Aug-Sept 2012	09/25/12	\$171.06
			Total	\$3,301.06



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

October 3, 2012

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

Agenda Title

Geotechnical Services for Wastewater Treatment Plant Construction Projects

Recommended Action

Authorize contract with Kleinfelder West in the amount of \$10,300.00 to provide geotechnical testing and engineering investigations for the wastewater treatment projects at Wastewater Treatment Plants 1 and 2 and authorize the General Manager to execute all contract documents

Executive Summary

As a part of the overall Wastewater Treatment Plant Project list and schedule of improvements previously authorized by the Board of Directors, it is necessary to obtain geotechnical engineering and testing services. The District's wastewater engineering firm, HERWIT Engineering, distributed a Request for Proposal for the necessary services.

Kleinfelder and BSK Associates both submitted proposals. Kleinfelder West was the most responsible firm and at a cost that was competitive.

The proposed project improvements involve upgrading the existing WWTP Plant 2 to include a gunite-lined oxidation ditch, a secondary clarifier, a RAS/WAS pump station, solar drying bed and approximately 400-feet of new pipeline buried approximately 8-feet below existing grade. The new oxidation ditch is to be located east of the existing clarifiers and have approximate dimensions of 100-feet by 340-feet and extend about 4-feet below existing grade. The new clarifier will be about 50-feet in diameter and extend approximately 17-feet below existing grade. The 18-feet by 34-feet pump station will be located south of the clarifiers and extend about 8-feet below existing grade. The new solar drying bed will be constructed on a concrete slab and have approximate dimensions of 40-feet by 204-feet. Site development is also anticipated to include placement of engineered fill up to about 4-feet.

The objective of the geotechnical investigation will be to assess site conditions and to provide geotechnical engineering recommendations for use by the project designers in preparation of plans and specifications for the proposed improvements. A more thorough description of the services proposed are included in the attached Scope of Work and Project Proposal.

Fiscal Impact:

Amount Requested \$10,300.00

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

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

Previous Relevant Board Actions for This Item

Adoption of FY 2012-13 Budget and Authorization to finance

Attachments

Kleinfelder West Proposal and Scope of Work
BSK Associates Proposal and Scope of Work

AGENDA ITEM: F-4



Proposal No. 129326.PROP
August 31, 2012

Mr. Kurt Gardner
Herwit Engineering
6200 Center Street, Suite 310
Clayton, CA 94517

Subject: **Proposal for Geotechnical Services
Discovery Bay West – Master Plan Improvements
Wastewater Treatment Plant
Discovery Bay, California**

Dear Mr. Gardner:

Kleinfelder is pleased to present this proposal to provide limited geotechnical engineering services for the proposed master plan improvements to Plant 2 at the wastewater treatment plant located in Discovery Bay, California. The purpose of our study will be to explore and evaluate the site subsurface conditions in order to provide recommendations related to the geotechnical aspects of project design and construction. The following sections presents background information regarding our understanding of the proposed construction and anticipated subsurface conditions. In addition, a description of our proposed scope of services, an estimate of our fees, project schedule, and project limitations are presented for your consideration.

Kleinfelder is committed to providing quality service to its clients, commensurate with their wants, needs, and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Kleinfelder stands ready to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling, and contract terms and conditions may result in changes to the risks assumed by the client, as well as adjustments to our fees. To help you better understand our proposal, we have attached an information sheet published by the American Society of Foundation Engineers (ASFE) regarding geotechnical engineering proposals.

BACKGROUND INFORMATION

This proposal is based on our recent correspondence, a review of Drawing No. G-1, dated August 2012 and request proposal letter dated August 22, 2012, and our experience in the project area.

Proposed Construction

We understand that design of the proposed project is currently underway. On a preliminary basis, we understand new facilities proposed for construction are:

- A 100-x 340-foot, 6-inch thick gunite-lined oxidation ditch constructed on approximately 4 feet of fill and extending down 8 feet (4 feet into existing grade)
- A 50-foot diameter clarifier extending approximately 17 feet into existing grade
- A 34- x 18-foot pump station extending approximately 8 feet into existing grade
- A 205- x 40-foot solar dryer constructed as a slab-on-grade
- A 400-foot pipeline approximately 8 feet below existing grade and adjacent to the existing oxidation ditch

During previous construction at the wastewater facility, representatives of Kleinfelder observed the excavation of peat soils in structure foundation and slab areas and observed the backfilling and compaction of the excavations with on-site fill material.

Proposed cuts and fills are anticipated to be up to about 20 feet for clarifier construction. We anticipate that soil from on-site stockpiles may be used as engineered fill for proposed construction. Excavations for underground utilities are not anticipated to exceed about 10 feet below final site grade.

Anticipated Subsurface Conditions

Kleinfelder performed the following geotechnical investigations for the Discovery Bay Wastewater Treatment Facility.

- "Supplemental Geotechnical Report, Wastewater Treatment Plant Improvements, Discovery Bay, California," File No. 34802.G01/STO3R1322, dated September 12, 2003
- "Preliminary Geotechnical Investigation Report, Proposed Wastewater Treatment Plant, Discovery Bay, California," File No. 43-1141-01/4319R009, dated May 12, 1999

Based on our experience within the project area, we anticipate the near-surface soils will consist predominantly of peat and organic silt/clay soils underlain by moderately- to highly-plastic clay and interbedded layers of sandy clay, sandy silt, silty sand, and

relatively-poorly-graded sand. Groundwater is anticipated within the upper 5 to 10 feet of the proposed exploration.

The Discovery Bay project area is characterized by variable potential for liquefaction of deeper subsurface soils during significant seismic events, with a potential for associated ground surface settlement being realized. For example, subsurface information from one exploration may indicate significant potential for liquefaction-induced settlement (say 3 inches) whereas another exploration completed only 50 feet away may suggest minimal liquefaction potential. Consequently, many structure foundations in the project area are designed to accommodate the potential for at least some measure of potential liquefaction-induced settlement.

SCOPE OF SERVICES

Field Exploration

We will submit the required drilling permit and fees Contra Costa County and contact Underground Service Alert (USA) to assess the presence of public utility right-of-ways at the site. Thereafter, we propose to explore the subsurface conditions at the site by drilling two borings to depths of about 15 to 20 feet below the present ground surface. Also, as required by the California Building Code (CBC), one 50-foot deep boring will be drilled to assess the potential for liquefaction. The borings will be drilled using a truck-mounted drill rig equipped to advance borings using mud rotary wash techniques. During the drilling operation, penetration tests will be performed at regular intervals to evaluate the soil consistency, obtain information regarding the engineering properties of the subsoils, and to retain soil samples for laboratory testing. The soils encountered will be continuously examined and visually classified in accordance with the Unified Soil Classification System by a representative with our firm. Upon completion, the borings will be backfilled with bentonite hole-plug, lean cement or a cement-bentonite grout under the observation of Contra Costa County personnel.

Laboratory Testing

Laboratory tests will be performed in accordance with current ASTM standards on selected samples to evaluate the physical and engineering characteristics of the subsoils. We anticipate these tests may include moisture content, dry unit weight, grain-size distribution (sieve), organic content, Atterberg Limits, and shear strength. In addition, at least one suite of tests will be performed on a composite sub-surface soil sample to evaluate the corrosivity of the soils to buried metals and concrete. The final selection of testing type and frequency will be determined on the basis of the subsurface conditions encountered during the field exploration.

Report Preparation

Results of our field explorations, laboratory testing and engineering analyses will be summarized in a report containing the following:

- A description of the proposed project
- A description of the surface and subsurface site conditions encountered during our field explorations
- A description of our field and laboratory investigations
- Conclusions and recommendations related to the requested geotechnical design information provided in Herwit Engineering's proposal letter dated August 22, 2012
- A plan or map showing the approximate boring location and relationship of the site to existing streets
- An appendix that will include a log of explorations and a summary of laboratory tests

FEES

We propose performing our geotechnical services for a lump sum of \$10,300. Fees for field observation and inspection can also be provided by our firm upon request. We anticipate servicing this project from our Stockton office. Our fees were developed per our 2011 Fee Schedule.

The above fee does not include R-value testing for pavements, pavement evaluations, or percolation tests. An estimate for these services can be provided upon request.

The fee presented above is based on prompt payment for services presented in Kleinfelder's standard invoicing format. Additional charges will be applied for specialized invoicing and/or if backup documentation is needed. These special services will be charged on a time and expense basis. Late fees will be charged if payment is not received in accordance with terms contained in the General Conditions.

Plan and Specification Review

Our firm recommends that a plan and specification review be included as part of our total services as a means of assessing whether our recommendations have been properly implemented during design and remain consistent with the requirements of the final structure design. This service is not included in the above fee.

SCHEDULE

At the present time we could submit the required drilling permit within 2 days following your authorization to proceed. Depending on backhoe availability, we anticipate beginning the field exploration within approximately 1 to 1.5 weeks following notification to proceed. We will provide results and verbal recommendations upon request and as soon as they become available. Our report should be completed within approximately 2 to 3 weeks following completion of the field explorations.

SITE ACCESS

This proposal assumes the site is accessible with our truck-mounted drilling equipment at the time of our field exploration. Necessary removal of fences or gates, permission to enter the site from the current owner or leaseholder, and/or required use-permits must be secured by the Client prior to our initiating field activities. If weather, access, or site conditions restrict our field operations, a revision of our estimate may be warranted.

Prior to initiating our subsurface explorations, all on-site utilities and utility easements located outside public right-of-ways that cannot be identified using USA must be accurately located in the field, on a scaled map, or both. This information must be made available to Kleinfelder by the Client prior to beginning our field investigation. Kleinfelder will accept no responsibility for damage to existing utilities not accurately located in the manner described above.

UNANTICIPATED CONDITIONS

If subsurface conditions differ significantly from those anticipated above, we may need to revise our scope and estimated fee in order to complete the project. Should this occur, we would contact you for authorization before proceeding with any additional work.

In the event potentially hazardous materials are identified visually or by odor within our exploratory borings, such explorations would be immediately terminated and arrangements will be made to backfill with cement grout. We will notify you as soon as possible of such an occurrence in order to mutually decide whether to continue, modify, or cease the remainder of the field exploration program. All costs incurred as a result of encountering suspected hazardous materials would be charged on a time-and-expense basis over and above the estimated fee for the geotechnical site investigation.

The safety of our employees is of paramount concern to Kleinfelder. You will be notified if the location of your project represents a potential safety concern to our employees. Unsafe conditions for fieldwork will require a modification of our estimated scope of work and associated fees. We will advise you of the additional costs necessary to mitigate these unanticipated conditions, if applicable.

AUTHORIZATION

A signed copy of the attached Master Services Agreement and Work Order returned to our office may serve as our formal authorization to proceed. If time is a critical factor, we are prepared to submit the drilling permit and schedule our field exploration based on a signed facsimile. If a facsimile is received, we will assume that all conditions contained in the Master Services Agreement are acceptable and in effect.

If additional insurance or liability coverage is desired, Kleinfelder reserves the right to modify its proposal/fee. If an alternative contract is desired, some delays may be incurred because of our review

LIMITATIONS

Our work will be performed and findings obtained in substantial conformance with the geotechnical engineering practice that exists within the area at the time of our investigation. No warranty is expressed or implied. This proposal does not include an assessment of environmental characteristics involving hazardous or toxic substances. A separate or concurrent environmental assessment may be appropriate prior to development. Kleinfelder would be pleased to outline a scope of services for such an assessment in a separate proposal, if required.

Regulations and professional standards applicable to Kleinfelder's engineering services are continually evolving. Techniques are, by necessity, often new and relatively untried. Different professionals may reasonably adopt different approaches to similar problems. As such, our services are intended to provide Herwit Engineering with a source of professional advice, opinions, and recommendations based on our limited number of field observations and tests collected and performed in accordance with the generally accepted engineering practice that exists at the time our services are rendered and may depend on, and be qualified by, information gathered previously by others and provided to Kleinfelder by Herwit Engineering.

Kleinfelder offers various levels of investigative and engineering services to suit the varying needs of different clients. Although risk can never be eliminated, more detailed and extensive studies will yield more information, which may help understand and manage the level of risk involved. Since detailed study and analysis involve greater expense, our clients participate in determining levels of service that provide adequate information for their purposes at acceptable levels of risk. Studies that are more extensive can be performed to reduce these uncertainties.

Construction observation and/or testing services serve to reduce the risk of construction defects, deficiencies, or omissions arising during or after construction. However, even with diligent monitoring, construction defects may occur. Accordingly, our services do not constitute a warranty or guarantee of any type. In all cases, the contractor is solely

responsible for the direction and quality of the work, adherence to plans and specifications, and repair of defects regardless of when they are found.

We emphasize that we are not soil corrosion, floor moisture proofing, or mold growth experts. Qualified specialist with local knowledge should be consulted to address these issues.

Kleinfelder's construction observation services shall be limited to observation of construction operations to provide client with an understanding of the general nature, progress and quality of the work based upon applicable standards of practice. Unless otherwise agreed in writing, or unless consistent with the standard of care, Kleinfelder shall not be responsible for continuous or exhaustive inspection of the work. In no event shall Kleinfelder be responsible for the means and methods of construction or for the safety procedures employed by the contractor.

Thank you for the opportunity to present this proposal. If you have questions regarding the information contained herein, or if we can be of further assistance, please contact us.

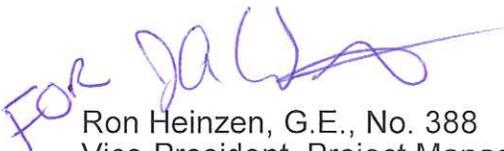
Sincerely,

KLEINFELDER WEST, INC.



Carl Henderson, Ph.D., G.E., No. 2886
Project Manager/ Principal Geotechnical Engineer

Reviewed by:



Ron Heinzen, G.E., No. 388
Vice-President, Project Management

CFH:lr

Attachments: ASFE sheet
Master Services Agreement
Work Order



CLIENT MASTER SERVICES AGREEMENT NO. STO12C0666

This Client Master Services Agreement (Agreement) is made by and between Kleinfelder West, Inc. (KLEINFELDER) with an address at 2001 Arch-Airport Road, Suite 100, Stockton, CA 95206 and Herwit Engineering with an address at 6200 Center Street, Suite 310, Clayton, CA 94517 (hereinafter referred to as CLIENT). This Agreement consists of the following documents incorporated herein by reference:

- KLEINFELDER's Proposal to CLIENT dated August 31, 2012
- Any and all Amendments and subsequent Work Orders (Sample shown in Exhibit 1)
- CLIENT's Agreement with OWNER dated _____ (Prime Agreement), to the extent that the CLIENT has provided KLEINFELDER with the Prime Agreement (and any Amendments to the Prime Agreement) and identified the provisions which apply to KLEINFELDER.

In the event of any conflict in terms between this Agreement and any Prime Agreement specifically incorporated herein, the provisions of this Agreement shall prevail.

NOW, THEREFORE, in consideration of the mutual undertakings set forth below, the Parties agree as follows:

1. WORK ORDERS AND SCOPE OF SERVICES: This Agreement anticipates the execution of various written Work Orders and sets forth the terms and conditions pursuant to which KLEINFELDER will provide CLIENT the services (Services) specified in KLEINFELDER's Proposal and in each Work Order. By executing this Agreement, CLIENT does not guarantee any future work, nor does KLEINFELDER commit to performing any specific future Work Order. Each Work Order shall define the scope of Services to be performed, the location of CLIENT's project for providing such Services, the time period for performance, the agreed-upon fees, and additional provisions, if any, applicable to such Services.

2. STANDARD OF CARE: KLEINFELDER will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by other members of KLEINFELDER's profession practicing in the same locality, under similar conditions and at the date the services are provided. No level of assessment can conclusively determine whether a property or its structures are completely free of geotechnical hazards or hazardous substances (including mold). CLIENT is advised to carefully review any limitations described in KLEINFELDER's Proposal or in the Scope of Services. KLEINFELDER will not be responsible for constant or exhaustive inspection of the work, the means and methods of construction or the safety procedures employed by other than its own employees and subcontractors. Even with diligent observation, some construction defects, deficiencies, or omissions may occur. The Parties agree that, before exercising any other remedy for any alleged breach by KLEINFELDER of the standard of care hereunder, CLIENT will direct KLEINFELDER in writing to re-perform any defective Services within twelve (12) months after completion of the Services. KLEINFELDER will only sign certifications if approved by KLEINFELDER in writing prior to start of Services. CLIENT understands that any such certifications are statements of professional opinion only. KLEINFELDER makes no other representation, guarantee, or warranty, express or implied, regarding the Services, communication (oral or written), report, opinion, or instrument of service provided under this Agreement.

3. KLEINFELDER'S RESPONSIBILITIES: KLEINFELDER will perform the Services as an independent contractor and shall not act as an agent or employee of CLIENT nor shall any special relationship or fiduciary duty be created. KLEINFELDER shall be solely responsible for the conduct of its own employees and for any of its employees' compensation, benefits, contributions, and payroll taxes. KLEINFELDER will, as directed by CLIENT or its agent (i) provide qualified staff to perform the Services specified in the Work Order; (ii) maintain records of Project site activities and costs for a period of no more than three (3) years from completion of KLEINFELDER's services; (iii) work, to the extent reasonably possible, in coordination with CLIENT's employees, contractors, consultants and other site staff so as not to impede the progress of



the Project; and (iv) require its personnel to maintain a safe, clean and orderly work environment.

4. TERM AND TERMINATION: The term of this Agreement shall commence on the date of execution of this Agreement, except as to Services authorized by CLIENT and performed by KLEINFELDER prior to execution of this Agreement, and shall continue in effect for a period of two years or until terminated by either party as provided herein. The parties may agree to extend this Agreement for an additional two years. Either party may terminate this Agreement or any Work Order at any time, with or without cause, by providing not less than ten (10) days' written notice to the other party. Notwithstanding the termination of this Agreement, this Agreement will survive as to any and all Work Orders signed by both Parties prior to the Agreement's effective termination date, and until all of the rights and obligations of both Parties hereunder have been fulfilled. Within fifteen (15) days from termination CLIENT shall compensate KLEINFELDER for all Services performed hereunder through the date of any termination and for all reasonable costs and expenses incurred by KLEINFELDER in effecting the termination, including, without limitation, non-cancelable commitments, fixed cost components, and other demobilization costs. CLIENT may suspend Services by giving KLEINFELDER no less than ten (10) days' written notice. If such suspension exceeds ninety (90) days cumulative or in the aggregate, then KLEINFELDER may a) terminate this agreement; or b) agree to resume Services provided that CLIENT agrees to any increase in fees resulting from such suspension.

5. COMPENSATION: KLEINFELDER will be compensated for its Services as specified in each Work Order. CLIENT agrees to provide any special invoicing requirements to KLEINFELDER in advance of signing this Agreement. Additional charges may apply to any contracting or invoicing specifications outside of KLEINFELDER's standard procedures. CLIENT understands that time-and-materials pricing should be construed as an estimate only and that true costs may be higher or lower, depending on actual circumstances. For Services performed on a time-and-materials basis, KLEINFELDER shall be reimbursed for its Services and expenses at the rates and terms set forth in its then current fee schedule. Notwithstanding the foregoing, KLEINFELDER reserves the right to periodically adjust its fee schedule. KLEINFELDER generally submits its invoices for Services rendered to CLIENT on a monthly basis. The terms of payment are net thirty (30) days from date of invoice, with a one and one-half percent (1 1/2 %) per month surcharge on balances past due. Surcharges on amounts that are past due shall be computed from the initial date of invoice. KLEINFELDER may suspend performance of Services under this Agreement until KLEINFELDER has been paid in full for all balances past due, including interest charges. KLEINFELDER shall be entitled to recover all its attorney's fees and costs resulting from its efforts to secure payment from Client.

6. INSURANCE: KLEINFELDER represents that it currently carries Worker's Compensation, Commercial General Liability, and Automobile Liability Insurance for bodily injury and property damage. In addition, KLEINFELDER carries Professional Liability and Pollution Prevention insurance coverage. CLIENT represents that it currently carries adequate insurance coverage and agrees that it will require any contractors or parties it hires directly to have adequate coverage. Failure to do so will invalidate any Kleinfelder duty to indemnify Client under Section 11(a) herein.

7. CHANGES: CLIENT or KLEINFELDER may request changes to the scope of Services by altering, adding to, or deleting from the Services to be performed by KLEINFELDER. Both Parties agree to negotiate in good faith to determine changes in scope, any needed equitable adjustment to the price and time for performance of the affected Work Order, and to execute an amended Work Order. Failure by both parties to renegotiate in good faith changes to the terms and conditions of any Work Order, may result in suspension of work without penalties, and termination of this Agreement by KLEINFELDER.



8. FORCE MAJEURE: Neither party shall be liable for failure to fulfill its obligations if affected by causes beyond its control such as Force Majeure. Force Majeure includes, but is not limited to, acts of God; acts of a legislative, administrative, or judicial entity; acts of CLIENT's separate contractors and consultants; war; fires; floods; labor disturbances; and unusually severe or unanticipated weather.

9. INSTRUMENTS OF SERVICE: All reports, drawings, plans, or other documents (or copies) furnished to KLEINFELDER by the CLIENT, shall, at CLIENT's written request, be returned upon completion of the Services and payment in full for all Services rendered; provided, however, that KLEINFELDER may retain one (1) copy of all such documents for record keeping purposes. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by KLEINFELDER pursuant to this Agreement are instruments of service. Exclusive ownership, copyright and title to all such instruments of service shall remain with KLEINFELDER. The opinions and other information prepared or furnished by KLEINFELDER under this Agreement, including, without limitation, its instruments of service, are not intended to inform, guide, or otherwise influence any entities or persons other than CLIENT and its Project with respect to any particular business transactions. KLEINFELDER makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided. Any requests by third parties for Reliance upon the Instruments of Service will be subject to approval at KLEINFELDER's sole discretion and subject to the terms of KLEINFELDER's then effective Reliance policy, which includes additional fees and additional terms and conditions related thereto. CLIENT agrees that the Instruments of Service are to be utilized solely for the Project. In the case of use of the Instruments of Service by CLIENT without KLEINFELDER's direct professional involvement, KLEINFELDER's and KLEINFELDER's consultants' names and seals shall be removed from all such documents and KLEINFELDER shall not be liable to CLIENT in any manner whatsoever for their use. Due to the potential exposure to liability when used without KLEINFELDER's involvement, CLIENT agrees to defend, indemnify and hold harmless KLEINFELDER, KLEINFELDER's consultants and employees from and against any claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from CLIENT's use of any such drawings, specifications or other documents.

10. CLIENT'S RESPONSIBILITIES: CLIENT agrees to (i) convey and discuss with KLEINFELDER all available material, data, and information pertaining to the Services, including, without limitation, the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any site, any hazards that may be present, the nature and location of underground or otherwise not readily apparent utilities, summaries and assessments of the site's past and present compliance status, and the status of any filed or pending judicial or administrative action concerning the site or Project; (ii) ensure the cooperation of CLIENT's employees and separate contractors and consultants; and (iii) be solely responsible for determining whether the Project is subject to prevailing wage regulations and to notify KLEINFELDER of such determination in advance of its proposal. KLEINFELDER is entitled to rely upon the accuracy and completeness of the information given by the CLIENT.

11. ALLOCATION OF RISK: The indemnity obligations and the limitation of liability established below shall survive the expiration or termination of this Agreement but in no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations. The language contained in Section 11(b) shall control irrespective of any conflict with provision(s) contained in any lien waiver, affidavit of payment or any other document related to the administration of this Agreement.

(a) Indemnification of CLIENT. Subject to the provisions and Limitation of Liability of this Agreement, KLEINFELDER agrees to indemnify CLIENT from and against all liabilities, losses or damages caused by the negligence or other fault of KLEINFELDER and its employees, agents, representatives, sub-contractors, and all others for whom KLEINFELDER is legally responsible (the "Kleinfelder Parties"), but only to the proportional extent caused by the negligence or other fault of the Kleinfelder Parties when compared to the negligence or other fault of all other persons and entities. If, and only if, California law



applies to this Agreement, the Parties also expressly agree that this indemnity provision does not include, and in no event shall Kleinfelder be required to assume, any obligation or duty to defend any claims, cause of action, demands, or lawsuits in connection with or arising out of this Project or the Services rendered by KLEINFELDER. This Section 11(a) is not intended to and shall not in any way be limited by any insurance coverage available to CLIENT under any insurance policy obtained and maintained by KLEINFELDER.

(b) Indemnification of KLEINFELDER. CLIENT shall indemnify KLEINFELDER from and against all liabilities, losses or damages caused by the negligence or other fault of CLIENT and its employees, agents, representatives, sub-contractors, and all others for whom CLIENT is legally responsible (the "Client Parties"), but only to the proportional extent caused by the negligence or other fault of the Client Parties when compared to the negligence or other fault of all other persons and entities. If, and only if, California law applies to this Agreement, the Parties also expressly agree that this indemnity provision does not include, and in no event shall CLIENT be required to assume, any obligation or duty to defend any claims, cause of action, demands, or lawsuits in connection with or arising out of this Project or services rendered by CLIENT. This Section 11(b) is not intended to and shall not in any way be limited by any insurance coverage available to KLEINFELDER under any insurance policy obtained and maintained by CLIENT.

(c) CLIENT and KLEINFELDER agree to require a provision in all contracts with contractors, subcontractors, subconsultants, vendors, agents and other entities involved in the Project to carry out the intent of this Section 11.

12. STATUTE OF LIMITATION REDUCTION: Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion of KLEINFELDER's services for acts or failures to act occurring prior to Substantial Completion of KLEINFELDER's services, or the date of issuance of the final payment to KLEINFELDER for acts or failures to act occurring after Substantial Completion of KLEINFELDER's services. However, the statute of limitations may commence to run sooner than the dates of Substantial Completion of KLEINFELDER's services or final payment to KLEINFELDER in accordance with applicable statutory or common law. CLIENT agrees that any claim or suit for damages made or filed against KLEINFELDER by CLIENT will be made or filed solely against KLEINFELDER or its successors or assigns and that no shareholder or employee of KLEINFELDER shall be personally liable to CLIENT for damages under any circumstances.

13. LIMITATION OF LIABILITY: To the fullest extent permitted by law, the total liability of KLEINFELDER arising out of or related to this Agreement, whether based in contract or tort, shall be limited to the greater of the compensation actually paid to KLEINFELDER for the Services under all Work Orders or \$50,000, and Client hereby releases KLEINFELDER from any liability above such amount. This Limitation of Liability shall include any Losses payable to Client under Section 11(a), Indemnification of CLIENT. This Limitation of Liability shall apply to any and all claims, no matter how pleaded, including but not limited to, claims for errors and omissions, breach of contract, negligence, or breach of fiduciary duty and applies to all phases of Services performed under this Agreement.

14. WAIVER OF CONSEQUENTIAL DAMAGES. Neither party shall be responsible to the other for any special, incidental, indirect, exemplary, punitive, penal nor consequential damages (including lost profits) incurred by either KLEINFELDER or CLIENT or for which either party may be liable to any third party.

15. NO CONTROL OF MEANS AND METHODS OF OTHERS: KLEINFELDER will not have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs of CLIENT's separate contractors and consultants in connection with the Project. KLEINFELDER's services do not include any job site safety obligations required



by the project or any applicable code or regulation for other than its own employees or subcontractors. KLEINFELDER shall not be responsible for the Contractor's schedules or failure to perform the Services in accordance with the Contract Documents. KLEINFELDER shall not have control over or charge of acts or omissions of Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Services.

16. SITE ACCESS: CLIENT shall, as may be required by KLEINFELDER for the successful and timely completion of Services: (i) provide unimpeded and timely access to the site, including third party sites, if required; (ii) provide an adequate area for KLEINFELDER's site office facilities, equipment storage, and parking; (iii) furnish all construction utilities and utility releases necessary for the performance of the Services; and (iv) obtain Project-specific permits and licenses necessary for the performance of the Services.

17. WARRANTY OF TITLE, WASTE OWNERSHIP: KLEINFELDER will not take title to any hazardous materials found at the project site. Any risk of loss with respect to all materials shall remain with the project site owner, who shall be considered the generator of such materials, execute all manifests as the generator of such materials, and be liable for the arrangement, transportation, treatment, and/or disposal of all material. All samples shall remain the property of the CLIENT. CLIENT shall promptly, at its cost, remove and lawfully dispose of samples, cuttings, and hazardous materials.

18. ASSIGNMENT AND SUBCONTRACTING: This Agreement shall not be assigned by either party without the prior written approval of the other party. KLEINFELDER, however, may elect to subcontract portions of the Services to a qualified subcontractor.

19. DISPUTE RESOLUTION: If a claim or dispute arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Agreement, both Parties agree to attempt to resolve the claim or dispute (1) at a meeting between the principals within fifteen (15) days of receipt by either party of a notice and description of the dispute, and failing resolution (2) mediation in accordance with the AAA Construction Industry Mediation Rules then in effect within forty-five (45) days from service of written notice. The Party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. If the claim or dispute cannot be resolved through mediation and unless otherwise mutually agreed, either party may file suit in an appropriate court in the state where the Services are performed. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the laws of the state in which the Project is located, unless another location is mutually agreed upon.

20. WAIVER OF TERMS AND CONDITIONS: The failure of either Party in any one or more instances to enforce one or more of the terms or conditions of this Agreement, or to exercise any right or privilege in this Agreement, or the waiver by KLEINFELDER or CLIENT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such waiver had occurred.

21. SEVERABILITY: Every term or condition of this Agreement is severable from the others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby.

22. NO THIRD-PARTY BENEFICIARIES: The Parties do not intend to create, and nothing in this Agreement shall be construed to create, any benefit or right in any third party, nor is this Agreement or the services provided hereunder intended to create any special relationship or fiduciary duty to third parties.



23. GOVERNING LAWS: This Agreement shall be governed and construed in accordance with the laws of the State where the Services are performed.

24. ENTIRE AGREEMENT: The terms and conditions set forth herein, including any associated Work Orders, constitute the entire understanding and agreement of both Parties with respect to the Services. Any amendment or revision to this Agreement shall be in writing and signed by an authorized representative from each party. Any oral modification or revision of this Agreement or any Work Order shall not operate to modify this Agreement or any Work Order.

In witness whereof, CLIENT and KLEINFELDER have caused this Agreement to be executed by their respective duly-authorized representatives.

CLIENT: _____

KLEINFELDER WEST, INC.

By _____

By _____

Name _____

Name Carl Henderson, Ph.D., G.E.

Title _____

Title Principal Engineer

Dated _____

Dated _____

129326.PROP/STO12C0666/CFH:lr



EXHIBIT 1: WORK ORDER NO: STO12W0667

Issued Pursuant to Master Services Agreement (Reference Number or Date of Execution STO12C0666)

Effective Date: August 31, 2012 by and between Kleinfelder West, Inc. (KLEINFELDER) and Herwit Engineering (CLIENT).

CLIENT Office: (Location) 6200 Center Street, Suite 310, Clayton, CA 94517

KLEINFELDER Project No: 129326.PROP

- Work Order Type:
- Time and Material
 - Fixed Price
 - Time and Expense
 - Other (describe):

CLIENT Reference No:

KLEINFELDER Office: Stockton

KLEINFELDER Contact: Carl Henderson

1. SCOPE OF WORK: Provide geotechnical services per proposal dated August 31, 2012
2. LOCATION/CLIENT FACILITY INVOLVED: Discovery Bay West Master Plan Improvements, WWTP
3. PERIOD OF PERFORMANCE: FROM: August 31, 2012 TO: August 31, 2013
4. AUTHORIZED FEES: \$10,300.
5. SPECIAL PROVISIONS: None

NOTICE TO PROCEED IS GIVEN ON (DATE): _____

CLIENT: _____

KLEINFELDER WEST, INC.

By _____

By _____

Name _____

Name Carl Henderson, Ph.D., G.E.

Title _____

Title Principal Engineer

Dated _____

Dated _____

129326.PROP/STO12W0667/CFH:lr



567 West Shaw Avenue Suite B
Fresno CA 93704
P 559.497.2880
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www.bskassociates.com

TRANSMITTED EMAIL AND U.S. MAIL
kgardner@herwit.com

September 6, 2012

BSK Proposal GF12-7545

Mr. Kurt Gardner
Herwit Engineering
6200 Center Street, Suite 310
Clayton, California 94517

**SUBJECT: Proposal for Geotechnical Engineering Investigation
Master Plan Improvements Projects
Discovery Bay Community Services District
Discovery Bay, California**

Dear Mr. Gardner:

At your request, BSK Associates (BSK) is pleased to submit this Proposal to conduct a geotechnical engineering investigation for the proposed Discovery Bay West Wastewater Treatment Plant (WWTP) Improvements at the existing Plant 2. This proposal is based on information contained in the Request for Proposal (RFP) dated August 22, 2012, our telephone conversation with Mr. Gardner on August 24, 2012 and a brief review of a geotechnical investigation reports provided to us and prepared by Kleinfelder dated May 12, 1999, September 12, 2003 and March 29, 2006. Information from these reports will be taken into consideration where appropriate. We understand that this phase of the project is not subject to prevailing wage.

PROJECT INFORMATION

Based on information provided, the site is located south of Highway 4, approximately 0.5 mile west of the Contra Costa/San Joaquin County borderline, in Discovery Bay, California. The proposed project improvements involve upgrading the existing WWTP Plant 2 to include a gunite-lined oxidation ditch, a secondary clarifier, a RAS/WAS pump station, solar drying bed and approximately 400-feet of new pipeline buried approximately 8-feet below existing grade.

The new oxidation ditch will be located east of the existing clarifiers and have approximate dimensions of 100-feet by 340-feet and extend about 4-feet below existing grade. The new clarifier will be about 50-feet in diameter and extend approximately 17-feet below existing grade. The 18-feet by 34-feet pump station will be located south of the clarifiers and extend about 8-feet below existing grade. The new solar drying bed will be constructed on a concrete slab and have approximate dimensions of 40-feet by 204-feet. Site development is also anticipated to include placement of engineered fill up to about 4-feet.

The structural details and foundation loading conditions for the new structures were not available at the time this proposal was prepared. Preliminary structure sizes and generalized locations were provided by Herwit Engineering.

PROPOSED STRUCTURES		
Structure	Approximate Dimensions	Approximate Depth of Foundation
Oxidation Ditch	50 ft. x 340 ft.	Below grade 4 ft.
Secondary Clarifier	50 ft. diameter	Below grade 17 ft.
RAS/WAS Pump Station	18 ft. x 34 ft.	Below grade 8 ft.
Solar Drying Bed	40 ft. x 204 ft.	At grade (slab-on-grade)

SCOPE OF SERVICES

The objective of the geotechnical investigation will be to assess site conditions and to provide geotechnical engineering recommendations for use by the project designers in preparation of plans and specifications for the proposed improvements. Based on the above project understanding, BSK proposes the following scope of services which will generally include field exploration, laboratory testing program, engineering analyses and report preparation.

Field Exploration

Prior to drilling we will obtain a drilling permit from the Contra Costa County Environmental Health Division (County). The boring locations will be marked in the field by BSK and Underground Service Alert (USA) will be notified to arrange for marking of public utilities within the exploration area. BSK will not be responsible for damage caused to utilities which are not accurately located by the owner or USA members prior to our field exploration.

Our field exploration program will consist of drilling five (5) exploratory borings which will be drilled at the following locations:

- One 50-foot deep test boring at the Secondary Clarifier
- Two 30-foot deep test borings at the Oxidation Ditch Structure
- One 15-foot deep test boring at the RAS/WAS Pump Station
- One 15-foot deep test boring at the Solar Drying Bed

The 50-foot deep boring will provide a deeper soil profile which will assist in the evaluation of liquefaction potential at the site. The borings will be drilled using a truck mounted drill rig with an 8-inch diameter hollow stem auger. The sampling of bulk and relatively undisturbed soil specimens for purposes of laboratory testing, performing standard penetration tests (SPT sampling), and visually classifying soils exposed during the drilling process will be performed by a BSK Staff

Geologist or Engineer. At the completion of drilling and sampling, the boreholes will be backfilled with neat cement as required by the County. The soil cuttings from the drilling operation will be left on-site for disposal during construction.

Laboratory Testing

The laboratory testing program will incorporate physical and chemical tests to evaluate the soil density, moisture content, percent fines (silts and clays), plasticity characteristics, expansion potential, shear strength, consolidation potential, compaction characteristics and corrosion potential. It is anticipated that, as a minimum, the following tests may be conducted:

- In-Situ Moisture and Density
- Direct Shear Test
- Unconfined Compression Test
- Consolidation Test
- Maximum Density and Optimum Moisture
- Atterberg Limits Test
- Expansion Index Test
- Minus #200 Sieve Wash
- Corrosion Series Test (minimum resistivity, pH, conductivity, soluble sulfate, and chlorides)

The actual tests and number of tests performed may vary depending on the texture and consistency of the soils encountered.

Analysis and Report Preparation

Based on the results of the field exploration and laboratory testing program, engineering analyses will be performed to evaluate site conditions and develop recommendations for site preparation procedures and foundation parameters for the proposed construction. Specifically, the report will address the following items:

- Vicinity Map and Site Plan with boring locations;
- Subsurface Conditions, Soil Boring Logs, and Depth to Groundwater (if encountered);
- Geologic and Seismic Setting;
- Summary of Laboratory Tests Results;
- Corrosion characteristics of on-site soils;

- Expansion characteristics of on-site soils;
- Seismic Design Criteria (2010 California Building Code) and potential for liquefaction;
- Potential for flooding, including: FEMA Flood Hazard 100 and 500-year flood zones;
- Recommendations for site preparation and earthwork;
- Recommendations for fill materials;
- Estimated embankment fill settlement and possible remediation;
- Recommendations for foundation type, embedment depth, and allowable soil bearing pressure;
- Recommended mat foundation design parameters including modulus of elasticity, Poisson's ratio and shear modulus;
- Total and Differential Settlement for the recommended foundations;
- Recommendations for concrete slabs-on-grade;
- Lateral earth pressures (passive , active and at-rest for both above and below groundwater) and frictional coefficient;
- Recommended friction angle and design soil unit weight (both above and below groundwater);
- Dynamic (seismic) lateral pressure coefficients (based on Mononobe-Okabe Equation);
- Temporary excavation stability;
- Recommendations for utility pipe bedding and trench backfill;
- Recommendations for construction observations and testing.

The geotechnical investigation report will be prepared under the supervision of, and be signed by, a California Licensed Geotechnical Engineer. Unless requested otherwise, three (3) bound copies in addition to an electronic copy of our final report will be provided for your use and files.

Our scope of work does not include client meetings, responses to review by regulatory agencies or revisions to our report. In addition, our scope does not include assessment of site environmental conditions such as the possible presence of hazardous substances. If you should require any additional services during the design phase of this project, we will prepare a contract amendment with the scope, schedule, and cost of the requested services at that time.

SCHEDULE

We will begin coordination for our field exploration, notification of USA and submit a drilling permit application to the County within one week of receipt of your authorization to proceed. We will mobilize for the field work within one (1) week of receiving a drilling permit from Contra Costa County pending site access, weather conditions and drill rig availability. We anticipate that the field work will take two days to complete with the laboratory testing program is expected to be completed within about two weeks following the completion of our field work. A draft of our written report will be submitted within two weeks following the completion of our laboratory testing program for your review with our final report to be issued within one week following receipt of your review comments.

FEES

The fees for providing the services described above are itemized in the following table.

TASK	COST
Field exploration including drilling subcontractor fee, sampling, logging and grouting of the test borings.	\$5,800
Drilling Permit Fee	\$ 500
Laboratory Testing	\$2,800
Engineering Analyses and Report Preparation	\$3,600
Total	\$12,700

The fees indicated above would not be exceeded without your prior authorization. Invoices will be submitted on monthly intervals based on the percentage of work that is completed during the invoice period.

FINAL COMMENTS

Enclosed are two copies of BSK's Agreement for Geotechnical Engineering Services. BSK's services will be performed subject to the terms and conditions of the attached General Conditions for Geotechnical Engineering Services. Please have an authorized representative sign, date and return both copies of the Agreement in the enclosed self-addressed stamped envelope as our authorization to perform the above scope of services. Upon receipt of the executed Agreement, we will countersign the Agreement and return a copy to you.

BSK will perform its services consistent with that level of care and skill ordinarily exercised by other consultants practicing in the same discipline and locale at the time the services are performed. No other warranties, either express or implied are provided. If changes occur in the design of the project, BSK should be notified in writing.

BSK appreciates the opportunity to submit this revised proposal for your consideration and we look forward to working with you on this project. If you have questions concerning this proposal or require additional information or services, please contact the undersigned at (559) 497-2880.

Sincerely,
BSK ASSOCIATES


Bob Yukinari, P.E., G.E.
Geotechnical Engineer
California Geotechnical Engineer #2086


Lloyd K. Suehiro, P.E.
Senior Engineer
California Civil Engineer #66779

BY/LKS/mlt

Enclosures:

Distribution: Mr. Kurt Gardner, Herwit Engineering (1 original + eMail)
BSK (1 original + eCopy)

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AGREEMENT FOR GEOTECHNICAL ENGINEERING SERVICES

THIS AGREEMENT, effective as of this _____ day of _____ 2012, is by and between Herwit Engineering (“Client”) and BSK Associates (“Consultant”).

THE PROJECT is generally described as Proposed Discovery Bay West Wastewater Treatment Plant (WWTP) Improvements at the existing Plant 2 and is located at Discovery Bay, California (“Project Site”).

THIS AGREEMENT consists of the following documents which are incorporated herein by reference:

- General Conditions for Geotechnical Engineering Services;
- Consultant’s Scope of Services and Fee Estimate, presented in BSKs proposal GF12-7545, dated September 6, 2012 and referred to as Exhibit A.

Consultant agrees to perform the Services set forth in this Agreement and in accordance with its terms, including all attachments incorporated herein by reference. This Agreement may not be modified or altered, except in writing as specifically described in this Agreement.

	<u>CLIENT</u>	<u>CONSULTANT</u>
Signature:	_____	_____
Print Name:	_____	Mr. Danny Cohen, P.E., G.E.
Title:	_____	Fresno Branch Manager
Company:	_____	BSK ASSOCIATES
Address:	_____	567 West Shaw Avenue, Suite B
	_____	Fresno, California 93704
Date:	_____	_____

GENERAL CONDITIONS FOR GEOTECHNICAL ENGINEERING SERVICES

1. DEFINITIONS

1.1. Contract Documents. Plans, specifications, and agreements between Client and Contractors, including addenda, amendments, supplementary instructions, and change orders.

1.2. Contractor. The contractor or contractors retained to construct the Project for which Engineer is providing Services under this Agreement.

1.3. Day(s). Calendar day(s) unless otherwise stated.

1.4. Hazardous Materials. The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

1.5. Services. The Services provided by Engineer as set forth in this Agreement, the SCOPE OF SERVICES and any written amendment to this Agreement.

1.6. Work. The labor, materials, equipment and services required to complete the work described in the Contract Documents.

2. SCOPE OF SERVICES

Engineer will perform the Services set forth in the attached SCOPE OF SERVICES.

2.1. Changes in Scope. If Engineer provides Client with a writing confirming a change in the SCOPE OF SERVICES, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by Engineer on the Project are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the SCOPE OF SERVICES or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 19, "Disputes."

2.2. Licenses. Engineer will procure and maintain business and professional licenses and registrations necessary to provide its Services.

2.3. Excluded Services. Engineer's Services under this Agreement include only those Services specified in the SCOPE OF SERVICES.

2.3.1. General. Client expressly waives any claim against Engineer resulting from its failure to perform recommended additional Services that Client has not authorized Engineer to perform, and any claim that Engineer

failed to perform services that Client instructs Engineer not to perform.

2.3.2. Biological Pollutants. Engineer's SCOPE OF SERVICES specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and/or any of their byproducts. Engineer's SCOPE OF SERVICES will not include any interpretations, recommendations, findings, or conclusions pertaining to Biological Pollutants. Client agrees that Engineer has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless Engineer from all claims by any third party concerning Biological Pollutants, except for damages caused by Engineer's sole negligence.

3. PAYMENTS TO ENGINEER

3.1. Basic Services. Engineer will perform all Services set forth in the attached SCOPE OF SERVICES AND SCHEDULE OF CHARGES for the amount(s) set forth therein.

3.2. Additional Services. Any Services performed under this Agreement, except those Services expressly identified in the attached SCOPE OF SERVICES, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

3.3. Estimate of Fees. Engineer will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by Engineer. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that Engineer shall not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so.

3.4. Rates. Client will pay Engineer at the rates set forth in the SCHEDULE OF CHARGES.

3.4.1. Changes to Rates. Client and Engineer agree that the SCHEDULE OF CHARGES is subject to periodic review and amendment, as appropriate to reflect Engineer's then-current fee structure. Engineer will give Client at least 30 days advance notice of any changes. Unless Client objects in writing to the proposed amended fee structure within 30 days of notification, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended fee structure, and Engineer and Client cannot agree upon a new fee structure

within 30 days after notice, Engineer may terminate this Agreement and be compensated as set forth under Section 18, "Termination."

3.4.2. Prevailing Wages. Unless Client specifically informs Engineer in writing that prevailing wage regulations cover the Project and the SCOPE OF SERVICES identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold harmless Engineer from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorneys' fees.

3.5. Payment Timing; Late Charge. All invoices are due upon receipt. All amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law.

4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

4.1. Level of Service. Engineer offers different levels of geotechnical engineering Services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Client must determine the level of Services adequate for its purposes. Client has reviewed the SCOPE OF SERVICES and has determined that it does not need or want a greater level of Services than that being provided.

4.2. Standard of Care. Subject to the limitations inherent in the agreed SCOPE OF SERVICES as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Engineer may perform its Services consistent with that level of care and skill ordinarily exercised by other professional engineers practicing in the same locale and under similar circumstances at the time the Services are performed.

4.3. No Warranty. No warranty, express or implied, is included or intended by this Agreement.

5. ESTIMATE OF CONSTRUCTION COSTS

Client acknowledges that construction and Project development are subject to many influences that are not subject to precise forecasting and are outside of Engineer's control. Client further acknowledges that actual costs incurred may vary substantially from the estimates prepared by Engineer and that Engineer does not warrant or guaranty the accuracy of construction or development cost estimates.

6. CONSTRUCTION PHASE SERVICES

If Engineer's SCOPE OF SERVICES includes observation and/or testing during the course of construction, Engineer may:

6.1. Construction Observation.

6.1.1. Site Meetings & Visits. Engineer will participate in job site meetings as requested by Client, and, unless otherwise requested by Client, visit the site at times specified in the SCOPE OF SERVICES or, if not specified in the SCOPE OF SERVICES, at intervals as Engineer deems appropriate to the

various stages of construction to observe the geotechnical conditions encountered by Contractor and the progress and quality of the geotechnical aspects of the Work. Based on information obtained during such visits and on such observations, Engineer may inform Client of the progress of the geotechnical aspects of the Work. Client understands that Engineer may not be on site continuously; and, unless expressly agreed otherwise, Engineer will not observe all of the Work.

6.1.2. Contractor's Performance. Engineer does not, and cannot, warrant or guarantee that all of the geotechnical Work performed by Contractor meets the requirements of Engineer's geotechnical recommendations or the plans and specifications for such geotechnical Work; nor can Engineer be responsible for Contractor's failure to perform the Work in accordance with the plans, specifications or the recommendations of Engineer.

6.1.3. Contractor's Responsibilities. Engineer will not supervise, direct or have control over the Work nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor for the geotechnical aspects of the Project; for safety precautions and programs incident to the Work; nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor furnishing and performing its Work.

6.1.4. Final Report. At the conclusion of Construction Phase Services, Engineer will provide Client with a written report summarizing the tests and observations, if any, made by Engineer.

6.2. Review of Contractor's Submittals. If included in the SCOPE OF WORK, Engineer will review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other required submittals. Engineer will review such submittals solely for general conformance with Engineer's design, and will not include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness of details, quantities or dimensions; construction means, methods, sequences or procedures; coordination among trades; or construction safety.

6.3. Tests. Tests performed by Engineer on finished Work or Work in progress are taken intermittently and indicate the general acceptability of the Work on a statistical basis. Engineer's tests and observations of the Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements.

7. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

7.1. Cooperation. Assist and cooperate with Engineer in any manner necessary and within its ability to facilitate Engineer's performance under this Agreement.

7.2. Representative. Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions,

and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

7.3. Rights of Entry. Provide access to and/or obtain permission for Engineer to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. Engineer will operate with reasonable care to minimize damage to the Project Site(s). However, Client recognizes that Engineer's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.

7.4. Relevant Information. Supply Engineer with all information and documents in Client's possession or knowledge which are relevant to Engineer's Services. Client warrants the accuracy of any information supplied by it to Engineer, and acknowledges that Engineer is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify Engineer of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

7.5. Subsurface Structures. Correctly designate on plans to be furnished to Engineer, the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s), and be responsible for any damage inadvertently caused by Engineer to any such structure or utility not so designated. Engineer is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to Engineer.

8. CHANGED CONDITIONS

If Engineer discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), Engineer will notify Client in writing of the Changed Conditions. Client and Engineer agree to that they will then renegotiate in good faith the terms and conditions of this Agreement. If Engineer and Client cannot agree upon amended terms and conditions within 30 days after notice, Engineer may terminate this Agreement and be compensated as set forth in Section 18, "Termination."

9. HAZARDOUS MATERIALS

Client understands that Engineer's Services under this Agreement are limited to geotechnical engineering and that Engineer has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with Hazardous Materials. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site, or located during the performance of this Agreement. The existence or discovery of Hazardous Materials constitutes a Changed Condition under this Agreement.

10. CERTIFICATIONS

Client agrees not to require that Engineer execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) Engineer believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Engineer believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) Engineer has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Engineer is limited to an expression of professional opinion based upon the Services performed by Engineer, and does not constitute a warranty or guaranty, either expressed or implied.

11. ALLOCATION OF RISK

11.1. Limitation of Liability. The total cumulative liability of Engineer, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Engineer Entities"), to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by Engineer under this Agreement or \$50,000, whichever is greater; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in Engineer's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, Engineer and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in Engineer's fee, provided that they amend this Agreement in writing as provided in Section 20.

11.2. Indemnification.

11.2.1. Indemnification of Client. Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense), or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.

11.2.2. Indemnification of Engineer. Client will indemnify and hold harmless Engineer Entities from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

11.3. Consequential Damages. Neither Client nor Engineer will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of

property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

11.4. Continuing Agreement. The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If Engineer provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations on liability established under this Agreement apply to such Services as if the parties had executed an amendment.

12. INSURANCE

12.1. Engineer's Insurance. Engineer will obtain, if reasonably available, the following coverages:

12.1.1. Statutory Workers' Compensation/Employer's Liability Insurance;

12.1.2. Commercial General Liability Insurance with a combined single limit of \$1,000,000;

12.1.3. Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,

12.1.4. Professional Liability Insurance in amounts of \$1,000,000 per claim and annual aggregate.

12.2. Contractor's Insurance. Client shall require that all Contractors and subcontractors for the Project name Engineer as an additional insured under their General Liability and Automobile Liability insurance policies. If Client is not the Project owner, Client will require the Project owner to require the owner's Contractor to purchase and maintain General Liability, Builder's Risk, Automobile Liability, Workers' Compensation, and Employer's Liability insurance with limits no less than as set forth above, and to name Engineer and its subcontractors and subconsultants as additional insureds on the General Liability insurance.

12.3. Certificates of Insurance. Upon request, Engineer and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required herein shall contain a waiver of subrogation.

13. OWNERSHIP AND USE OF DOCUMENTS

13.1. Client Documents. All documents provided by Client will remain the property of Client. Engineer will return all such documents to Client upon request, but may retain file copies of such documents.

13.2. Engineer's Documents. Unless otherwise agreed in writing, all documents and information prepared by Engineer or obtained by Engineer from any third party in connection with the performance of Services, including, but not limited to, Engineer's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other

similar documents (collectively "Documents") are the property of Engineer. Engineer has the right, in its sole discretion, to dispose of or retain the Documents.

13.3. Use of Documents. All Documents prepared by Engineer are solely for use by Client and will not be provided by either party to any other person or entity without Engineer's prior written consent.

13.3.1. Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

13.3.2. Use by Engineer. Engineer retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

13.4. Electronic Media. Consultant may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by Consultant in electronic media are for informational purposes only and not as final documentation. Unless otherwise defined in the Scope of Services, Consultant's electronic Documents and media will conform to Consultant's standards. Consultant will provide any requested electronic Documents for a 30-day acceptance period, and Consultant will correct any defects reported by Client to Consultant during this period. Consultant makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.

13.5. Unauthorized Reuse. No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without Consultant's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without Consultant's express prior written consent. Client waives any and all claims against Consultant resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless Consultant from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained Documents provided to such person or entity, published, disclosed or referred to without Consultant's prior written consent.

14. SAMPLES AND CUTTINGS

14.1. Sample Retention. If Engineer provides laboratory testing or analytic Services, Engineer will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances.

14.2. Monitoring Wells. Client will take custody of all monitoring wells and probes installed during any investigation by Engineer, and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

15. RELATIONSHIP OF THE PARTIES

Engineer will perform Services under this Agreement as an independent contractor.

16. ASSIGNMENT AND SUBCONTRACTS

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Engineer may subcontract for the services of others without obtaining Client's consent if Engineer deems it necessary or desirable for others to perform certain Services.

17. SUSPENSION AND DELAYS

17.1. Procedures. Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by Engineer. Engineer may terminate this Agreement if Client suspends Engineer's Services for more than 60 days and Client will pay Engineer as set forth under Section 18, "Termination." If Client suspends Engineer's Services, or if Client or others delay Engineer's Services, Client and Engineer agree to equitably adjust: (1) the time for completion of the Services; and (2) Engineer's compensation in accordance with Engineer's then current SCHEDULE OF CHARGES for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by Engineer for demobilization and subsequent remobilization.

17.2. Liability. Engineer is not liable to Client for any failure to perform or delay in performance due to circumstances beyond Engineer's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God," adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

18. TERMINATION

18.1. Termination for Convenience. Engineer and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

18.2. Termination for Cause. In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party. The termination notice shall state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

18.3. Payment on Termination. Following termination other than for Engineer's material breach of this Agreement, Client will pay Engineer for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the

Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Engineer's then current SCHEDULE OF CHARGES.

19. DISPUTES

19.1. Mediation. All disputes between Engineer and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice.

19.2. Precondition to Other Action. No action or suit may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

19.3. Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the state in which the Project is located. Unless the parties agree otherwise, any mediation or other legal proceeding will occur in the state in which the Project is located.

19.4. Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Engineer's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

20. MISCELLANEOUS

20.1. Integration and Severability. This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

20.2. Modification of this Agreement. This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

20.3. Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

20.4. Headings. The headings used in this Agreement are for convenience only and are not a part of this Agreement.

20.5. Waiver. The waiver of any term, conditions or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach.

End of General Conditions



Town of Discovery Bay

“A Community Services District”

AGENDA REPORT

Meeting Date

October 3, 2012

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

Agenda Title

Public Hearing to consider the Town of Discovery Bay CSD amending Capacity Charge Fee Program (“Capacity Fee”) and adoption of Resolution No. 2012-23

Recommended Action

Conduct Public Hearing and Adopt Resolution No. 2012-23 establishing capacity charges for water and wastewater service pursuant to Government Code §66016

Executive Summary

On January 4, 2012 the Board authorized a contract with Bartle Wells Associates (BWA) to conduct an analysis and make recommendations relative to the Districts Capacity Fee structure. The last time Capacity Fees were adjusted was on February 18, 2004 (Resolution No. 2004-03). At that time, the fees were established at \$297.00 for water service and \$2,789.00 for wastewater service, for a total fee of \$3,086.00. The fees have not been adjusted since that time.

As a parallel component of the facility Master Planning processes, it is important that the District update the fees charged to developers for new construction and what contributions are required to “buy in” to the existing system as well as contribute to those projects that are necessary as a result of new development.

BWA has completed their analysis, and it is thoroughly described in the attached “FINAL DRAFT” Technical Memorandum. However, it should be noted that the capacity fees that are recommended as a result of this study are \$3,900.00 for Water services and \$9,860.00 for Wastewater services, for a total combined Capacity Fee of \$13,760.00.

BWA staff, District staff, and representatives of the Hofmann Company and Pantages Properties participated in the review of the “preliminary draft” as well as this final draft of the study.

It needs to be noted that Hofmann Land Development (HLD) constructed the Newport Water Treatment Plant as well as Wastewater Treatment #2. As a result of that upfront investment, the HLD has “reserved” capacity in both the water treatment and wastewater treatment facilities. The breakdown of that committed capacity is as follows:

EDU Count	Water	Wastewater	Total	Description of Commitment
First 284 EDUs	\$0	\$0	\$0	Included in first 284 EDUs of capacity committed to Hofmann.
Next 337 EDUs	\$3,900	\$0	\$3,900	Water EDUs exceed committed capacity to Hofmann. Wastewater EDUs included in committed capacity to Hofmann.
Over 621 EDUs	\$3,900	\$9,860	\$13,760	Exceeds committed capacity to Hofmann.

BWA staff will be presenting their findings at the meeting and will be prepared to address any questions the Board may have.

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 4, 2012 Contract authorization with Bartle Wells Associates to conduct a Capacity Fee Study

Attachments

"Draft" Capacity Fee Study
Resolution 2012-23

AGENDA ITEM: G-1



TO: Rick Howard, General Manager, Town of Discovery Bay Community Services District

FROM: Thomas Gaffney, Principal, and Alison Lechowicz, Analyst

DATE: September 18, 2012

SUBJECT: Water and Wastewater Capacity Fee

FINAL DRAFT
TECHNICAL MEMORANDUM

Introduction

The Town of Discovery Bay Community Services District (“Town”) provides water supply, treatment, and delivery as well as wastewater collection, treatment, and disposal to approximately 14,000 residents. The Town recently completed master plans that determined the level of growth for the community through FY2021 and identified needed facility improvements. Some improvements are needed to correct deficiencies in existing facilities and other improvements are needed to expand capacity to serve future development.

This Technical Memorandum was developed with the goal of fairly assigning the cost of improvements to existing and future customers and to calculate capacity fees that recover these costs.

Existing and Future Connections

As a first step in this analysis, the existing capacity of water and wastewater facilities was reviewed. The Water Master Plan by Luhdorff & Scalmanini Consulting Engineers, January 2012 (“Water Master Plan”) determined that existing average day demand on the system is 3.66 million gallons per day (mgd). The Hofmann Land Development Company (“Hofmann”) is owed 0.15 mgd in committed water capacity per a Service Agreement with the Town. In total, existing demand and committed capacity sum to about 3.81 mgd. For the purpose of this analysis, committed capacity in both the water and wastewater facilities is treated as existing demand. Through FY2021, water demand is expected to grow by 0.66 mgd.

Existing flow of the wastewater system is 1.80 mgd with 0.21 in additional capacity committed to Hofmann. The wastewater system is expected to grow by 0.41 mgd through FY2021 as described in the Wastewater Treatment Plant Master Plan by Stantec Consulting Services Inc., October 2011, and in the Wastewater Master Plan Addendum (“Wastewater Master Plan”).

The master plans identify the typical water demand of a residential customer as about 533 gallons per day and the typical wastewater flow of a residential customer as about 335 gallons per day. This demand and flow is used to determine the number of equivalent dwelling units (EDUs) of the Town.

Table 1 summarizes the existing, committed, and build-out water demand and wastewater flows of the Town.

Table 1 Projected Growth Town of Discovery Bay			
Water System			
Existing Demand (1)	3.66	mgd	81.9%
Committed Capacity	0.15	mgd	3.4%
Expected Growth FY2012 to 2021	<u>0.66</u>	mgd	<u>14.7%</u>
Build-out Demand (1)	4.47	mgd	100.0%
Present (2)	6,865	EDUs	
Committed Capacity	284	EDUs	
Expected Growth FY2012 to 2021	<u>1,231</u>	EDUs	
Build-out (2)	8,380	EDUs	
Demand per EDU	533	gal/day	
Wastewater System (3)			
Average Flow	1.80	mgd	74.4%
Committed Capacity	0.21	mgd	8.6%
Expected Growth FY2012 to 2021	<u>0.41</u>	mgd	<u>17.0%</u>
Build-out Flow	2.42	mgd	100.0%
Present	5,367	EDUs	
Committed Capacity	621	EDUs	
Expected Growth FY2012 to 2021	<u>1,228</u>	EDUs	
Build-out	7,216	EDUs	
Flow per EDU	335	gal/day	
EDU - Equivalent Dwelling Unit			
(1) Page 2-5, "Water Master Plan" by Luhdorff & Scalmanini Consulting Engineers, January 2012.			
(2) Page 2-6, "Water Master Plan" by Luhdorff & Scalmanini Consulting Engineers, January 2012. Committed capacity estimated by the Town.			
(3) Wastewater system build-out is estimated in "Wastewater Treatment Plant Master Plan" by Stantec Consulting Services Inc., October 2011, and in the Wastewater Master Plan Addendum. Committed capacity estimated by the Town.			

Methodology

The recommended capacity fees calculated in this memorandum include both a buy-in portion and an expansion portion.

Buy-in

New customers connecting to the system receive benefit from a large portion of the facilities that are already in place throughout the Town. The buy-in portion of the capacity fee recovers the costs of existing facilities that benefit all customers, existing and new.

The value of existing facilities was calculated using the Replacement Cost New Less Depreciation (RCNLD) method. The book cost of Town facilities less depreciation was escalated to present worth using the Engineering News Record's Construction Cost Index. The RCNLD of facilities is divided by the number of EDUs at build-out to yield a buy-in fee per EDU, see Table 2. A detailed list of Town facilities is shown in Appendix A.

Table 2
Buy-in to Existing Facilities, Replacement Cost New Less Depreciation (1)
Town of Discovery Bay

	Water	Wastewater	Total
Buildings and Improvements			
Buildings and Improvements	\$46,339	\$981,651	\$1,027,991
Operations Building	30,731	30,731	61,463
Wastewater Treat. Plant 2	0	9,525	9,525
Wetlands	0	4,096	4,096
Willow Lake WT Facility	1,136	0	1,136
CIP Water			
Treatment and Collections	945,259	0	945,259
Equipment			
Equipment	134,386	148,172	282,559
Wetlands	0	10,022	10,022
Land (2)	92,000	175,000	267,000
Office Furniture & Equip	4,046	4,046	8,093
Structures & Improvements			
Golf Course	0	536,852	536,852
Sewage Lift Station	0	3,666,734	3,666,734
Wetlands	0	24,016	24,016
Newport Water Treatment Plant	2,711,758	0	2,711,758
Treatment/Collection/Distribution			
Biosolids Handling Proj.	0	1,931,683	1,931,683
Discharge Pipeline	0	2,943,792	2,943,792
Treatment and Collections	1,841,291	2,177,323	4,018,614
Wastewater Treat Plant 2	0	16,632,515	16,632,515
Wetlands	0	651	651
Willow Lake WT Facility	3,963,493	0	3,963,493
Vehicles	<u>98,648</u>	<u>98,648</u>	<u>197,295</u>
Total	\$9,869,089	\$29,375,458	\$39,244,547
Build-out Capacity	8,380	7,216	EDUs
Buy-in Cost	\$1,180	\$4,070	(\$/EDU)

(1) Original cost less depreciation adjusted to current construction cost.

(2) Land does not depreciate. Original book cost shown.

Expansion/Improvements

New customers connecting to the system will also benefit from a number of planned improvements described in the master plans. In consultation with staff, the Town's capital improvement projects were allocated to existing/committed connections and future connections based on how each customer group benefits from the projects. Some projects are expansion related and will not be needed if growth does not occur. Expansion projects are wholly allocated to new connections. Other projects, such as fire flow improvements, benefit all customers, and are allocated based on the total flow or demand of the system at build-out, see Table 3 and Table 4. BWA conducted a preliminary allocation between existing and future customers. The allocations were reviewed in detail by staff and by developer representatives over the course of several meetings and conference calls.

The total cost allocated to future connections is then divided by expected growth in demand or flow to calculate the expansion fee, see Table 5 and Table 6.

**Table 3
Allocation of Water Capital Improvement Costs
Town of Discovery Bay**

Capital Improvement Projects	Project Cost	Existing & Committed Connections	Future Connections	Existing & Committed Connections	Future Connections	Project Benefit
New Supply Well 7	\$1,516,000	40%	60%	\$606,400	\$909,600	40% allocated to reliability improvements. 60% assumed to serve future connections.
Replacement Well Site (Well 8) Contingency - includes site purchase, well, pump station and new raw water line	\$1,512,000	85%	15%	\$1,289,700	\$222,300	Project benefits existing and new connections.
Well 5A Abandonment/Destruction Contingency	\$108,000	100%	0%	\$108,000	\$0	Supplies existing community.
Well 1B Pump Equipment Upgrade	\$30,000	100%	0%	\$30,000	\$0	Supplies existing community.
Treatment Filter Unit at Willow Lake WTP - includes vessel, media, foundation, all new face piping and controls	\$259,200	0%	100%	\$0	\$259,200	Existing filter unit is more than adequate for existing demand. Expansion is needed to serve growth.
New Backwash Tank at Willow Lake WTP - includes piping modifications and foundation	\$360,000	0%	100%	\$0	\$360,000	Facility needed to provide capacity for new treatment filter.
New Recycle Pumps at Willow Lake WTP - includes three pumps, piping and control valves	\$72,000	67%	33%	\$48,000	\$24,000	One pump needed for new capacity to serve growth. Two additional pumps needed to replace existing pumps.
Chemical Room Upgrade at Willow Lake WTP - includes electrical and mechanical upgrades	\$28,800	85%	15%	\$24,600	\$4,200	Project benefits existing and new connections. Project will correct some existing deficiencies and will expand capacity from two to three metering pumps.
Recycle Pump Upgrade Contingency at Newport WTP	\$28,800	85%	15%	\$24,600	\$4,200	Project benefits existing and new connections.
Booster Pump Repair and Upgrade at Newport WTP	\$30,000	85%	15%	\$25,600	\$4,400	See above.
Kellogg Creek Crossing 16-inch mainline from Discovery Pt to Point of Timber Rd	\$345,600	85%	15%	\$294,800	\$50,800	Line will improve fire flow for existing and future connections.
Kellogg Creek Crossing 16-inch mainline from Cabrillo Pt to Point of Timber Rd	\$345,600	85%	15%	\$294,800	\$50,800	Line will improve fire flow for existing and future connections.
Replace 8-inch mainline with new 16-inch C905 - Willow Lake Rd from Discovery Bay Blvd to Beaver Ln	\$2,011,000	85%	15%	\$1,715,300	\$295,700	Pipe upsizing for fire flow deficiencies.
Replace 6-inch mainline with new 8-inch C900 - Surfside Ct	\$89,600	100%	0%	\$89,600	\$0	Benefits existing community.
Replace 6-inch mainline with new 8-inch C900 - Surfside Pl	\$72,900	100%	0%	\$72,900	\$0	See above.
Replace 6-inch mainline with new 8-inch C900 - Marina Cir entry way	\$54,000	100%	0%	\$54,000	\$0	See above.
Replace 6-inch mainline with new 8-inch C900 - Lido Cir entry way	\$43,200	100%	0%	\$43,200	\$0	See above.
Replace 6-inch mainline with new 8-inch C900 - Beach Ct	\$86,400	100%	0%	\$86,400	\$0	See above.
Replace 6-inch mainline with new 8-inch C900 - Shell Ct	\$94,500	100%	0%	\$94,500	\$0	See above.
Replace 6-inch mainline with new 8-inch C900 - Edgeview Ct	\$89,100	85%	15%	\$76,000	\$13,100	Pipe upsizing for fire flow deficiencies.
Replace 6-inch mainline with new 8-inch C900 - South Pt	\$165,240	85%	15%	\$140,900	\$24,300	Pipe upsizing for fire flow deficiencies.
New Water Storage Tank at Newport WTP - includes earthwork, foundation, pipe, valves, tank, etc	\$1,080,000	0%	100%	\$0	\$1,080,000	Existing tank can accommodate current demand. New tank is needed for build-out demand.
Install Transducers	\$21,600	85%	15%	\$18,400	\$3,200	Project benefits existing and new connections.
Install Monitoring Wells	\$144,000	85%	15%	\$122,800	\$21,200	See above.
Survey Wellheads	\$14,400	85%	15%	\$12,300	\$2,100	See above.
Groundwater Basin Assessment - 10 years of data collection and reporting	\$130,000	85%	15%	\$110,900	\$19,100	See above.
Customer Water Meter Installations by 2020 (approx. 3,907 unmetered in 2010) (\$1,641,000)	\$0	0%	0%	\$0	\$0	Meter installations are charged directly to individual customers and are revenue neutral.
Water Conservation Program Feasibility Evaluation (O&M) (\$20,000)	\$0	0%	0%	\$0	\$0	Project moved to operations budget.
Total	\$8,731,900			\$5,383,700	\$3,348,200	

**Table 4
Allocation of Wastewater Capital Improvement Costs
Town of Discovery Bay**

Capital Improvement Projects	Project Cost	Existing & Committed Connections	Future Connections	Existing & Committed Connections	Future Connections	Project Benefit
Influent Pump Station Modifications and Upgrade	\$1,044,000	83%	17%	\$866,300	\$177,700	Project will correct existing issues and increase capacity.
Re-Activate Pump Station W	\$378,000	83%	17%	\$313,700	\$64,300	Facility will serve existing and future connections. Project will provide emergency storage as needed.
Emergency Storage Facilities	\$243,000	83%	17%	\$201,600	\$41,400	Facility will serve existing and future connections. Project would be completed with or after the re-activation of Pump Station W.
Splitter Box, Oxidation Ditch, Replacement of Existing RAS Pumps and Standby Aerators for Existing Oxidation Ditches	\$3,654,000	83%	17%	\$3,032,200	\$621,800	Project benefits existing and new connections.
New Clarifier Splitter Box, New Clarifier, and New RAS Pump Station at Plant 2	\$2,394,000	0%	100%	\$0	\$2,394,000	Facility needed to provide capacity for new connections.
Secondary Effluent Pump Station Modifications	\$250,000	0%	100%	\$0	\$250,000	Existing capacity is sufficient. Project required after filter is added.
Effluent Filtration	\$4,614,000	83%	17%	\$3,828,800	\$785,200	Project possibly needed in the future for more stringent requirements for reclamation.
Secondary Effluent Equalization	\$680,000	83%	17%	\$564,300	\$115,700	Project possibly needed in the future for more stringent requirements for reclamation.
Revise UV Disinfection Weirs (O&M) (\$10,000)	\$0	83%	17%	\$0	\$0	Project moved to operations budget.
Conduct UV Disinfection Viral Bioassay Tests (O&M) (\$50,000)	\$0	83%	17%	\$0	\$0	Project moved to operations budget.
Additional UV Disinfection	\$1,200,000	0%	100%	\$0	\$1,200,000	Facility needed to provide capacity for new connections.
Add Pump to Export Pump Station	\$100,000	0%	100%	\$0	\$100,000	Facilities needed when peak day flow exceeds 4.0 mgd.
Solids Improvements, Phase 1: One New Solar Drying Pad and One Belt Press	\$1,600,000	83%	17%	\$1,327,700	\$272,300	Project will correct current capacity deficiency.
Solids Improvements, Phase 2: Solar Dryer #3 and Completion of Solar Drying Pad	\$3,050,000	83%	17%	\$2,531,000	\$519,000	Project needed to expand capacity for future connections.
Solar Dryer #4	\$400,000	0%	100%	\$0	\$400,000	Project benefits new connections.
Collection System Pump Station Improvements	\$650,000	83%	17%	\$539,400	\$110,600	Project benefits existing and new connections.
SCADA Improvements	<u>\$350,000</u>	83%	17%	<u>\$290,400</u>	<u>\$59,600</u>	Project benefits existing and new connections.
Total	\$20,607,000			\$13,495,400	\$7,111,600	

Table 5
Water Expansion Fee Calculation
Town of Discovery Bay

Expansion Capacity Fee		
Total CIP Cost Allocated to New Connections	\$3,348,200	(Table 3)
Expected Growth in Demand (mgd)	0.66	(Table 1)
Residential Capacity Fee		
Expansion Capacity Fee per EDU		
553 gal/day avg day demand	\$2,720	
Example Nonresidential Capacity Fee		
Expansion Capacity Fee		
1,000 gal/day demand	\$5,100	

Table 6
Wastewater Expansion Fee Calculation
Town of Discovery Bay

Total CIP Cost Allocated to New Connections	\$7,111,600	(Table 4)
Expected Growth in Flow (mgd)	0.41	(Table 1)
Residential Capacity Fee		
Expansion Capacity Fee per EDU	\$5,790	
(335 gal/day avg day flow)		
Example Nonresidential Capacity Fee		
Expansion Capacity Fee		
1,000 gal/day flow	\$17,270	

Recommended Fees

Tables 7 and 8 show the total capacity fees for water and wastewater, respectively, which include both a buy-in portion and an expansion portion. Shown in the tables are the residential capacity fees calculated on an EDU basis and example nonresidential capacity fees based on 1,000 gal/day demand or 1,000 gal/day flow.

The total recommended capacity fee per residential connection is calculated at \$13,760, see Table 9. This fee is comparable to the fee charged by local cities, see Table 10.

Table 7
Water Capacity Fee Calculation
Town of Discovery Bay

Residential Capacity Fee		
Buy-in Capacity Fee per EDU	\$1,180	(Table 2)
Expansion Capacity Fee per EDU (553 gal/day avg day demand)	<u>\$2,720</u> \$3,900	(Table 5)
Example Nonresidential Capacity Fee		
Buy-in Capacity Fee	\$2,210	
Expansion Capacity Fee (1,000 gal/day avg day demand)	<u>\$5,100</u> \$7,310	(Table 5)

Table 8
Wastewater Capacity Fee Calculation
Town of Discovery Bay

Residential Capacity Fee		
Buy-in Capacity Fee per EDU	\$4,070	(Table 2)
Expansion Capacity Fee per EDU (335 gal/day avg day flow)	<u>\$5,790</u> \$9,860	(Table 6)
Example Nonresidential Capacity Fee		
Buy-in Capacity Fee	\$12,140	
Expansion Capacity Fee (1,000 gal/day avg day flow)	<u>\$17,270</u> \$29,410	(Table 6)

**Table 9
Total Residential Capacity Fee
Town of Discovery Bay**

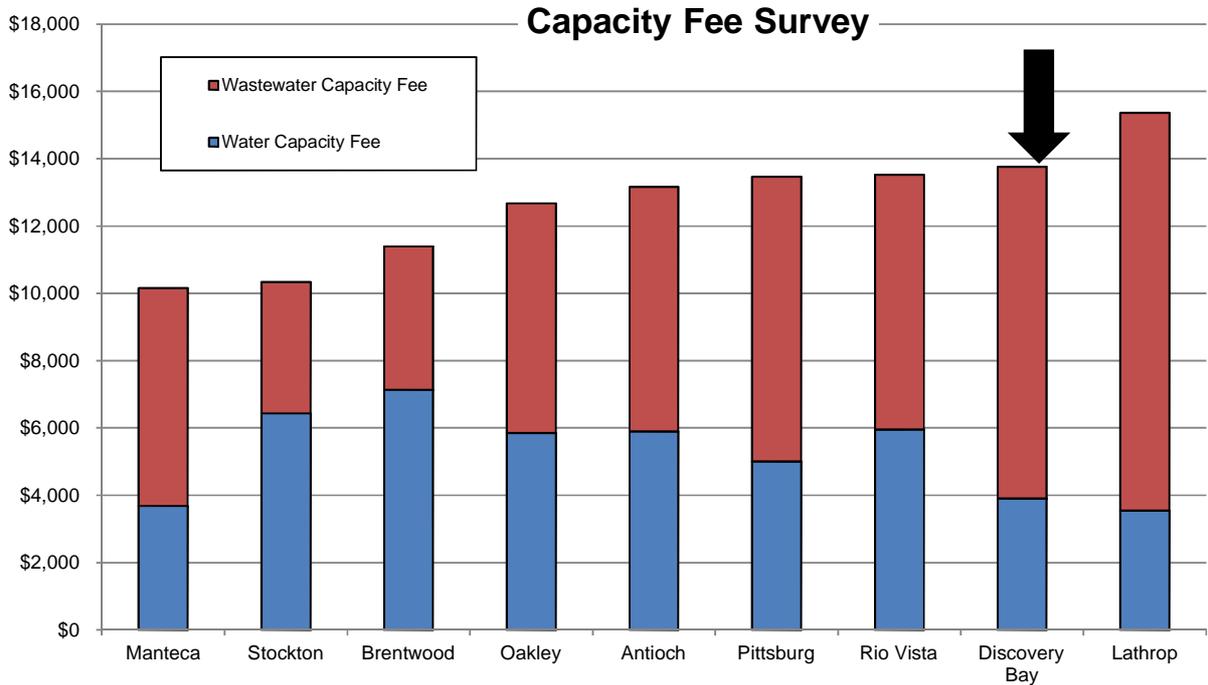
Current Water and Wastewater Capacity Fee (as of 02/23/04)	\$3,086
Residential Capacity Fee per EDU	
Water	
Buy-in	\$1,180
Expansion	<u>\$2,720</u>
Total Water	\$3,900
Wastewater	
Buy-in	\$4,070
Expansion	<u>\$5,790</u>
Total Wastewater	\$9,860
 Total Residential Capacity Fee per EDU*	 \$13,760

*Capacity fees will be adjusted annually based on the percent change in the Engineering New Record's Construction Cost Index for San Francisco.

**Table 10
Residential Capacity Fee Survey
Town of Discovery Bay**

Community	Water	Wastewater	Total
Manteca (1)	\$3,685.00	\$6,471.00	\$10,156.00
Stockton (2)	\$6,436.00	\$2,100.00 to \$5,700.00	\$10,336.00
Brentwood (3)	\$7,135.87	\$4,260.78	\$11,396.65
Oakley (Ironhouse SD, Diablo WD) (4)	\$5,854.00	\$6,819.53	\$12,673.53
Antioch (Delta Diablo SD) (5)	\$5,900.49	\$7,262.50	\$13,162.99
Pittsburg (Delta Diablo SD) (6)	\$2,230.00 to \$8,410.00	\$8,472.91	\$13,472.91
Rio Vista (7)	\$5,950.00	\$7,578.19	\$13,528.19
Town of Discovery Bay	\$3,900.00	\$9,860.00	\$13,760.00
Lathrop (Manteca WQCF) (8)	\$3,546.00	\$11,814.00	\$15,360.00

- (1) Sewer fee varies based on sewer zone. Sewer fee shown for Zone 24.
(2) Fees effective through 06/30/12. Wastewater fee varies based on development area.
(3) Fees effective 07/01/10.
(4) City of Oakley is served by the Ironhouse Sanitary District and the Diablo Water District. The Ironhouse Sanitary District fee is effective 05/05/10. The Diablo Water District fee is for new developments west of Jersey Island Road.
(5) City of Antioch water and sewer connection fees effective 07/01/12. Wastewater treatment is provided by Delta Diablo Sanitation District. Wastewater treatment capacity fee effective 07/08/11.
(6) Water fee current until 11/01/12. Fee varies based on development area. Sewer fee effective 11/01/11. Wastewater treatment is provided by Delta Diablo Sanitation District. Wastewater treatment capacity fee effective 07/08/11.
(7) Fees last updated in 2009.
(8) Fees effective 01/01/12. Fees shown for the East Lathrop development. Fees vary for other development areas. Wastewater treatment is provided by the Manteca Water Quality Control Facility.



The nonresidential capacity fees are proportional to the water demand and wastewater flow of a typical residential customer. When a new nonresidential customer connects to the system, the Town should scale the capacity fees to the predicted demand and flow of that customer with a minimum fee based on 200 gallons per day water use and 180 gallons per day wastewater flow. The minimum capacity fee is about 49% of the residential capacity fee. Example capacity fees for nonresidential customers are shown in Table 11. For the typical nonresidential customer about 90% of water used flows into the sewer. Commercial customers typically have little to no outdoor irrigation.

Table 11
Example Nonresidential Capacity Fees
Town of Discovery Bay

Nonresidential Capacity Fee

Water (per 1,000 gal/day demand)	\$7,310	(Table 7)
Wastewater (per 1,000 gal/day avg day flow)	\$29,410	(Table 8)

EXAMPLES

Small Office (Minimum Charge)

Water (200 gal/day demand)	\$1,462	(\$7,310 x (200 gal/1,000 gal))
Wastewater (180 gal/day avg day flow)	<u>\$5,294</u>	(\$29,410 x (180 gal/1,000 gal))
Total Capacity Fee	\$6,756	

4-Unit Shopping Center

Water (2,000 gal/day demand)	\$14,620	(\$7,310 x (2,000 gal/1,000 gal))
Wastewater (1,800 gal/day avg day flow)	<u>\$52,938</u>	(\$29,410 x (1,800 gal/1,000 gal))
Total Capacity Fee	\$67,558	

Implementation

Capacity fees are collected at the time of connection to the Town's water system and sewer collection system. To ensure continued adequate implementation of the fee, the Town should:

- Maintain an annual Capital Improvement Program budget to indicate where fees are being expended to accommodate growth.
- Comply with the annual and five-year reporting requirements of Government Code 66000 et seq.
- Annually adjust capacity fees using an appropriate construction cost index. Capacity fees should be adjusted regularly to prevent them from falling behind the costs of constructing new facilities. The Engineering News Record magazine publishes Construction Cost Indices (CCIs) monthly for 20 major U.S. cities including San Francisco and an average of 20 cities around the U.S. These indices can be used to estimate the change in the construction cost of facilities, and the Town's capacity fees should be adjusted annually by the change in the ENR CCI for San Francisco.

Credit for Committed Capacity

The capacity fee shown in Table 9 is a general fee that fully recoups the Town's cost of facilities. Hofmann has contributed a number of facilities to the Town and is owed credit for these facilities as described in the Town's Ordinance No. 19 and in the Reimbursement Agreement for Discovery Bay West. The credit owed to Hofmann is in the form of committed capacity/EDUs.

The committed capacity shown in Table 1 is capacity reserved by Hofmann and is treated as existing capacity. This capacity was created by Hofmann when Hofmann constructed the facilities described in the Reimbursement Agreement. Committed capacity should not be charged a capacity fee.

At the time of the writing of this memorandum, Hofmann intends to build an estimated 702 homes. Hofmann is owed a credit for 284 water EDUs. Therefore, for the first 284 homes built, Hofmann should not pay water capacity fees. For all homes beyond the first 284, Hofmann will exceed its committed water capacity and should pay water capacity fees.

Hofmann is also owed a credit for 621 wastewater EDUs. Therefore, for the first 621 homes built, Hofmann should not pay wastewater capacity fees. For all homes beyond the first 621, Hofmann will exceed its committed wastewater capacity and should pay wastewater capacity fees. See Table 12 for a description of the Hofmann credits and capacity fees.

**Table 12
Hofmann Proposed Development
Town of Discovery Bay**

Hofmann Proposed Development	Water Capacity Fee (per EDU)	Wastewater Capacity Fee (per EDU)	Total Capacity Fee (per EDU)	Notes
First 284 EDUs	\$0	\$0	\$0	Included in first 284 EDUs of capacity committed to Hofmann.
Next 337 EDUs	\$3,900	\$0	\$3,900	Water EDUs exceed committed capacity to Hofmann. Wastewater EDUs included in committed capacity to Hofmann.
Over 621 EDUs	\$3,900	\$9,860	\$13,760	Exceeds committed capacity to Hofmann.

Appendix A – Replacement Cost New Less Depreciation of Existing Facilities

Asset	Property Description	Date in Service	Net Book Value	Replacement Cost New Less Depreciation
Location: Buildings & Improvements				
SHARED				
2	Treatment Plant Buildings	12/1/1993	\$44,297	\$71,017
5	Improvements -Office	9/27/1998	\$3,294	\$5,082
6	Flooring for Office	10/28/1998	\$0	\$0
58	Mow Field	5/17/2000	\$0	\$0
59	Land Survey	5/17/2000	\$0	\$0
276	Mobile Modular Mgmt-25% Contra	11/26/2002	\$1,739	\$2,441
312	Pymt. of Mobile Modulars	2/19/2003	\$10,406	\$14,138
WATER				
32	Reroof Wells 5 & 2	11/1/1999	Not included	Not included
64	Landscape/Centex Well Site	6/7/2000	Not included	Not included
WASTEWATER				
39	Landscape/Lift Station F	1/5/2000	\$22	\$34
82	Carport for Trailers WWTP	11/13/2000	\$10,853	\$16,536
86	Emergency Road WWTP Expansior	3/14/2001	\$4,450	\$6,205
723	Electrical Panel LS #F	10/31/2008	\$10,456	\$11,021
761	UV Water Purification System	3/29/2010	\$407,275	\$434,796
766	UV System Design	6/30/2010	\$48,120	\$50,466
767	UV System & Bypass Pipeline	6/30/2010	\$96,040	\$100,723
770	UV System & Bypass Pipeline	9/30/2010	\$254,007	\$266,774
774	UV Water Purification System -Ref	9/15/2010	\$41,212	\$43,284
776	UV System Programming	3/22/2011	<u>\$5,349</u>	<u>\$5,473</u>
			\$937,523	\$1,027,991
Location: Operations Building				
SHARED				
607	Lumber and Matelials	6/30/2005	\$5,065	\$6,351
612	Gypsum, Drywa11, Screws & Fibergl	9/23/2005	\$1,882	\$2,332
615	Warehouse Racks	11/8/2005	\$1,601	\$1,971
618	Install AC/Heater	12/6/2005	\$2,334	\$2,864
621	Install ACIHeater	1/6/2006	\$1,257	\$1,541
627	Office Doors	3/13/2006	\$522	\$642
629	Install Wallboard	3/21/2006	\$3,588	\$4,412
632	Electrical	3/31/2006	\$1,444	\$1,776
633	Toilet Fixtures	4/4/2006	\$455	\$559
635	Light Fixtures/Tile/Bathroom Rema	4/6/2006	\$5,182	\$6,371
636	Electrical	4/10/2006	\$2,319	\$2,851
638	Ceilings at Ops. Building	4/11/2006	\$3,148	\$3,871
646	Supplies for Ops Bldg Remodel	5/6/2006	\$456	\$560
648	Wire A/C for Ops Bldg	5/8/2006	\$433	\$533
654	Cabinets for Breakroom Kitchen	6/9/2006	\$2,177	\$2,679
660	Labor & Materials	6/30/2006	\$3,616	\$4,449
666	Lockers/Bo1lards/Cabinets	8/6/2006	\$2,310	\$2,835
778	District Office Roof	5/22/2011	<u>\$14,545</u>	<u>\$14,866</u>
			\$52,334	\$61,463
Location: Wastewater Treat. Plant 2				
WASTEWATER				
671	Entry Paving-Enlarge WWTP#2 Er	9/21/2006	\$4,808	\$5,898
674	Chain Link Fence @ WWTP#2	10/16/2006	<u>\$3,178</u>	<u>\$3,627</u>
			\$7,986	\$9,525
Location: Wetlands				
WASTEWATER				
690	T-Posts (Wetlands)	4/16/2007	\$539	\$615
691	PVC Parts (Wetlands)	4/20/2007	<u>\$3,050</u>	<u>\$3,480</u>
			\$3,590	\$4,096
Location: Willow Lake WT Facility				
WATER				
747	50 ft. 8' Chain Link Fence	8/11/2009	\$1,064	\$1,136
Group: CIP-Water				
Location: Treatment and Collections				
WATER				
739	Well & Pump Station #6 Design	6/30/2009	\$157,101	\$167,588
744	Well #6 Support Pad & Surge Tank	7/14/2009	\$6,989	\$7,465
Asset	Property Description	Date in Service	Net Book	Replacement Cost New

			Value	Less Depreciation
745	Well#6-Surge Tank Foundation	7/13/2009	\$9,877	\$10,550
764	Flowserve Submersible Well Pump	6/10/2010	\$126,713	\$132,891
765	Well & Pump Station #6 Design & I	6/30/2010	\$579,445	\$607,700
771	Well & Pump Station #6 Design/Co	11/29/2010	<u>\$18,584</u>	<u>\$19,065</u>
			<u>\$898,708</u>	<u>\$945,259</u>
Location: Equipment				
SHARED				
8	Gonnan Rupp Pump on Tire Kit	2/12/1999	\$0	\$0
10	Onan 45 Kilowatt Generator	5/5/1999	\$0	\$0
11	Water Leak Detector	5/13/1999	\$0	\$0
22	350K W Generator	9/15/1999	\$0	\$0
216	Misc. Equipment	6/30/2002	\$0	\$0
372	WB Equip -Bobcat Tractor Carriag	10/16/2003	\$0	\$0
386	Gehl Tractor	12/26/2003	\$0	\$0
508	1995 Int'18200 Truck (Schow's)	7/28/2004	\$173	\$230
542	15ft Truck Mount Conveyor	9/27/2004	\$882	\$1,176
582	Trailer w/Storage box and Trash Pu:	2/22/2005	\$646	\$816
610	Continental Cargo Hauler	8/31/2005	\$459	\$577
611	Continental Cargo Hauler Accessori	8/31/2005	\$46	\$58
663	Portable Fuel Trailer	8/1/2006	\$4,386	\$5,382
664	SoundSens 2 System-Water Leak SI	7/21/2006	\$4,499	\$5,525
665	2006 Chevy CC5500 Chassis-Teles(7/14/2006	\$36,700	\$45,068
672	Zodiac Inflatable Boat	10/11/2006	\$593	\$677
676	9 CCTV Video Cameras (Labor)	10/25/2006	\$4,484	\$5,118
679	CCTV Video Camera Equipment	10/31/2006	\$17,561	\$20,044
680	Texas Bragg Trailer	10/26/2006	\$2,657	\$3,032
682	Battery System on Fuel Trailer	11/21/2006	\$90	\$102
684	Fire Hydrant	12/5/2006	\$626	\$713
697	Data Logger -Water Leak Survey T	7/20/2007	\$4,545	\$5,204
701	CCTV Video Camera Equipment	9/18/2007	\$10,813	\$12,369
704	Concrete Meter Lid w/probes	11/30/2007	\$384	\$437
705	Vaughan Base Plate & Motor Stand	11/14/2007	\$6,145	\$6,991
710	Portable Video System	3/4/2008	\$7,329	\$8,318
713	Mosaic Gateway	5/20/2008	\$2,271	\$2,571
715	6 Multiparameter Probes, 2 Eagle E	6/4/2008	\$22,243	\$25,065
724	Routestar Install	2/17/2009	\$3,000	\$3,194
728	Generator -Switch Gear	2/19/2009	\$2,775	\$2,954
729	LS #F Level Controller	4/15/2009	\$407	\$433
730	LS #F Remote Control	4/15/2009	\$1,018	\$1,084
734	Lids With Probe	6/25/2009	\$1,004	\$1,071
752	Generator w/Trailer & Fuel Cell	9/18/2009	\$20,757	\$22,169
758	Caterpillar Forklift	3/3/2010	\$5,870	\$6,267
768	Thennosystem Electric Mole (I)	9/28/2010	\$39,412	\$41,393
780	ThennoSystem Electric Mole (1)	6/1/2011	\$19,338	\$19,753
WATER				
24	Transfer Panel Well 5	10/6/1999	\$0	Not included
25	Generator Design	10/6/1999	\$0	Not included
38	Spare Motor/Rebuild Well 5	1/1/2000	\$0	Not included
40	Cables for Generator Well 5	1/5/2000	\$0	Not included
60	Fairbanks Morse Pump	5/17/2000	\$0	Not included
83	Emergency Generator	11/14/2000	\$0	Not included
131	Labor to supply lights for generator:	11/26/2001	\$25	Not included
145	Fencing @ future well site	1/4/2002	\$441	\$619
678	Security Cameras for Water Sites	10/31/2006	\$8,649	\$9,872
700	New Generator-Well IB&2	10/11/2007	\$48,660	Not included
WASTEWATER				
116	Generator for Lift Stations	10/24/2001	\$1,287	\$1,794
161	Sludge Lagoon Pumper -IOYears	3/12/2002	<u>\$16,018</u>	<u>\$22,483</u>
			<u>\$296,190</u>	<u>\$282,559</u>
Location: Wetlands				
WASTEWATER				
720	Sampler Equipment	7/18/2008	\$8,961	\$10,022
Location: Land				
WATER				
79	Property for Willow Lake WT Fac	10/4/2000	\$92,000	\$92,000
Asset	Property Description	Date in Service	Net Book	Replacement Cost New

			Value	Less Depreciation
WASTEWATER				
1	Treatment Plant Land	7/1/1993	<u>\$175,000</u>	<u>\$175,000</u>
			<u>\$267,000</u>	<u>\$267,000</u>
Location: Office Furniture & Equip.				
SHARED				
4	Desk & Hutch	9/11/1998	\$0	\$0
9	Excel File Cabinet from County	5/5/1999	\$0	\$0
31	Computer-Office	11/1/1999	\$0	\$0
94	Dell Computer-Calista	6/21/2001	\$0	\$0
269	Contra Costa Cty-Application Revit	11/7/2002	\$0	\$0
289	Deck & Railing MobileMobile	12/17/2002	\$0	\$0
300	Rock for Mobile Modular Pad	1/11/2003	\$0	\$0
301	Rip Rock for Mobile Modulares	1/14/2003	\$0	\$0
302	Rip Rock for Mobile Modulares	1/14/2003	\$0	\$0
320	Electrical Equip. for Mobiles	3/4/2003	\$0	\$0
321	Electrical Equip. for Mobiles	3/4/2003	\$0	\$0
322	Electrical Equip. for Mobiles	3/4/2003	\$0	\$0
323	Electrical Equip. for Mobiles	3/4/2003	\$0	\$0
324	Electrical Equip. for Mobiles	3/4/2003	\$0	\$0
325	Electrical Equip. for Mobiles	3/4/2003	\$0	\$0
326	Electrical Equip. for Mobiles	3/6/2003	\$0	\$0
334	Electrical Equip. for Mobiles	4/1/2003	\$0	\$0
335	Parts/Material/Labor for Electrical	4/1/2003	\$0	\$0
603	Vtech Phone Handset	10/7/2004	\$0	\$0
604	Iris Color Business Card Reader	10/14/2004	\$0	\$0
605	Dell Precision Workstation Comp-	10/25/2004	\$0	\$0
606	Office 2003 Software	10/29/2004	\$0	\$0
616	Color Copier	11/8/2005	\$0	\$0
673	HP Computer&Monitor for Securit)	10/12/2006	\$150	\$172
699	Caselle Software Program	8/10/2007	\$0	\$0
756	Ricoh Copier	1/21/2010	<u>\$7,414</u>	<u>\$7,921</u>
			<u>\$7,564</u>	<u>\$8,093</u>
Location: Golf Course				
WASTEWATER				
743	Golf Course Valve Station	7/1/2009	\$502,600	\$536,852
Location: Sewage Lift Station				
WASTEWATER				
114	Lakeshore Pump Station Pump Station	10/15/2001	\$160	\$223
127	A&E Engineering	11/9/2001	\$64	\$89
215	Lakeshore Lift Station SCADA	6/30/2002	\$238	\$334
224	Tech Knowison-from AIP Search	7/25/2002	\$578	\$811
233	Lakeshore Sewage Lift Station	8/8/2002	\$394,929	\$554,333
287	Newport Sewage Lift Station	12/13/2002	\$715,319	\$971,812
608	Lakes Village III Lift Station	11/9/2004	\$434,942	\$579,949
661	Lakes Village IV Lift Station	12/19/2005	\$505,834	\$620,785
696	Newport Lift Station Upgrade	10/2/2006	<u>\$822,140</u>	<u>\$938,397</u>
			<u>\$2,874,205</u>	<u>\$3,666,734</u>
Location: Wetlands				
WASTEWATER				
693	Wetlands Project Structure & Mater	5/6/2007	\$4,022	\$4,581
703	Concrete pad at bottom ofpond-WA	11/13/2007	\$15,785	\$17,957
718	Wetlands Solar System	7/24/2008	<u>\$1,322</u>	<u>\$1,478</u>
			<u>\$21,128</u>	<u>\$24,016</u>
Location: Water Treatment Plant				
WATER				
286	Newport Water Treatment Plant	12/13/2002	\$1,996,038	\$2,711,758
Location: Biosolids Handling Proj.				
WASTEWATER				
153	Solids Engineering	2/1/2002	\$36	\$51
170	Solids Engineering	4/2/2002	\$1,548	\$2,173
173	Solids Engineering	4/3/2002	\$504	\$707
199	Solids Engineering	5/31/2002	\$2,844	\$3,992
210	Solids Engineering	6/28/2002	\$1,188	\$1,668

Asset	Property Description	Date in Service	Net Book	Replacement Cost New
			Value	Less Depreciation
231	Solids Engineering	7/31/2002	\$1,350	\$1,895
246	Solids Engineering	9/3/2002	\$2,160	\$3,032
259	Solids Engineering	10/3/2002	\$1,836	\$2,577
272	Solids Engineering	11/11/2002	\$3,708	\$5,205
283	Solids Engineering	12/9/2002	\$720	\$978
296	Biological Consultant	1/3/2003	\$882	\$1,198
299	Solids Engineering	1/5/2003	\$1,044	\$1,418
309	Solids Engineering	2/4/2003	\$1,697	\$2,305
317	Biological Consultant	3/3/2003	\$808	\$1,098
319	Solids Engineering	3/4/2003	\$1,475	\$2,004
339	Solids Engineering	4/7/2003	\$3,288	\$4,467
345	Solids Engineering	5/7/2003	\$2,339	\$3,178
346	Biological Consultant	5/7/2003	\$216	\$293
350	Biological Consultant	6/4/2003	\$296	\$402
352	Solids Engineering	6/7/2003	\$716	\$972
361	Solids Engineering -Service Date 6	6/30/2003	\$3,060	\$4,157
362	Biological Consultant	6/30/2003	\$1,224	\$1,662
376	Mountain Cascade Concrete	11/14/2003	\$3,696	\$5,021
385	Kleinfelder -Engineering WWTP	12/22/2003	\$239	\$319
389	Ag-Con Construction and Labor	1/22/2004	\$490	\$654
390	Parks on Const. -Thenno System	1/30/2004	\$309,488	\$412,669
391	Conco -Billing #1 Proj. 230300	2/3/2004	\$61,344	\$81,796
392	Bay Area Air Quality Mgmt. Study	2/5/2004	\$808	\$1,077
393	Kleinfelder -Engineering WWTP	2/5/2004	\$386	\$515
394	Kanberg Conts. -Metal Shade	2/5/2004	\$2,475	\$3,300
397	Conco -Billing #2 Proj. 230300	2/10/2004	\$122,247	\$163,003
399	Kleinfelder -Engineering WWTP	3/8/2004	\$1,328	\$1,771
400	Parkson Const. -Thenno System	3/8/2004	\$19,408	\$25,879
401	Kleinfelder -Engineering WWTP	3/18/2004	\$656	\$875
404	Conco -Billing #3 Proj. 230300	3/23/2004	\$119,664	\$159,559
409	Solids engineering support	4/13/2004	\$2,099	\$2,799
410	Kleinfelder Engineering WWTP	4/14/2004	\$2,726	\$3,635
411	Kleinfelder -Engineering WWTP	4/14/2004	\$573	\$765
413	Con J. Franke Electric -Materials	4/15/2004	\$25,920	\$34,562
414	Aeromod -Monobelt Filter Press	4/15/2004	\$79,293	\$105,729
415	Kannberg Construction -Metal Sh&	4/15/2004	\$8,524	\$11,366
416	Aero-Mod. Filter Press Legs	4/27/2004	\$120	\$160
420	Conco -Billing #4 Proj. 230300	4/27/2004	\$117,720	\$156,967
421	Solids engineering support	4/27/2004	\$3,010	\$4,013
423	Deposit for Truck/Trailer	5/6/2004	\$775	\$1,033
425	Ag-Con Const. -Bond Insurance up,	5/13/2004	\$5,112	\$6,816
428	Conco -Billing #5 Proj. 230300	5/25/2004	\$106,661	\$142,221
429	Ag-Con Column set-up, Roof glaze(5/25/2004	\$29,995	\$39,995
430	Solids engineering support	5/25/2004	\$4,415	\$5,887
436	Solids engineering support	6/30/2004	\$6,752	\$9,003
477	Con Franke Electric-Job#23034	5/19/2004	\$47,110	\$62,816
478	Conco West -Billing#6	5/28/2004	\$55,177	\$73,573
480	Ag-Con-Sidewalls & Interior Partiti	6/2/2004	\$21,531	\$28,709
482	Solids Master Planning -Herwitt In	8/5/2003	\$4,664	\$6,337
483	Solids Master Planning -Herwitt In	9/3/2003	\$11,486	\$15,604
484	Solids Master Planning -Herwitt In	10/31/2003	\$7,797	\$10,592
485	Solids Engineering Support -Herwi	12/5/2003	\$8,118	\$10,824
486	Solids Engineering Support -Herwi	12/5/2003	\$3,546	\$4,728
487	Solids Engineering Support -Herwi	1/8/2004	\$2,304	\$3,072
488	Solids Engineering Support -Herwi	2/8/2004	\$2,732	\$3,643
489	Con J. Franke Electric -Materials	6/18/2004	\$17,828	\$23,771
507	Con Franke Electric -InV#21813	7/20/2004	\$29,688	\$39,585
509	Ag-Con Construction -Inv#4808	7/28/2004	\$1,250	\$1,667
510	Conco West -Inv#4427	7/30/2004	\$34,164	\$45,554
511	Herwitt Engineering -Inv#48	7/31/2004	\$4,446	\$5,928
516	Parkson Corp -Inv#8040007 & 804	8/10/2004	\$25,607	\$34,145
517	Kannberg Construction Con	8/12/2004	\$5,525	\$7,367
518	Franke Electric -Inv#21860	8/18/2004	\$30,354	\$40,473
519	Herwitt Engineering -Inv#47	8/18/2004	\$6,415	\$8,553
522	Ag-Con -retention on inv#4755 &	8/19/2004	\$2,414	\$3,219
523	Conco West -Inv#4465	8/25/2004	\$22,163	\$29,552
532	Herwitt Engineering -Inv#49	9/10/2004	\$3,197	\$4,263

Asset	Property Description	Date in Service	Net Book	Replacement Cost New
			Value	Less Depreciation
539	Con J. Franke Electric -InV#21908	9/20/2004	\$553	\$738
543	Load Contractor 20A Mini 3 Pole	9/29/2004	\$109	\$145
549	Herwitt Engineering -InV#50	10/10/2004	\$1,004	\$1,338
550	Conco West -Inv#4470	10/11/2004	\$2,966	\$3,954
551	Conco West -Retention on Inv#438	10/11/2004	\$6,216	\$8,288
552	Steel for Bldg -Guntert Steel	10/19/2004	\$556	\$741
553	Con Franke -Retention on InV#217.	10/20/2004	\$7,349	\$9,799
559	Con J. Franke Electric -InV#21948	11/4/2004	\$367	\$489
562	Herwitt Engineering -InV#51	11/8/2004	\$1,613	\$2,151
563	Shade Cover on West Side -Kannel	11/10/2004	\$2,056	\$2,741
564	2 Overhead lights&Relocate Alarm	11/23/2004	\$508	\$678
569	Herwitt Engineering -InV#52	12/9/2004	\$1,864	\$2,352
577	Herwitt Engineering -InV#53	1/11/2005	\$366	\$462
578	15 Gallon Chemical Tank	1/13/2005	\$0	\$0
586	Herwit Engineering -InV#55	3/4/2005	\$657	\$829
588	Kleinfelder -InV#236122	3/16/2005	\$142	\$179
590	Convex Mirror	3/23/2005	\$70	\$88
591	Kleinfelder -InV#173091	3/25/2005	\$1,022	\$1,290
592	Stainless Steel Rear Cross View	3/28/2005	\$58	\$73
593	PVC, Insulation	4/11/2005	\$19	\$24
595	Materials -Brentwood Ace Hardware	5/19/2005	\$28	\$35
596	Hose, Adaptors and Clamps	5/20/2005	\$1,340	\$1,684
597	Moisture Analyzer	5/20/2005	\$0	\$0
644	PVC for Bio-Solids	5/6/2006	\$36	\$44
647	Plumbing Parts/PVC	5/8/2006	\$35	\$43
649	Paint for Bio-Solids	5/9/2006	\$0	\$0
655	Sheet Metal for Expansion Joints	6/19/2006	\$26	\$33
656	Tests for Bio-Solids	6/23/2006	\$2,179	\$2,681
657	Paint	6/26/2006	\$0	\$0
658	Threadlocker	6/28/2006	\$0	\$0
			\$1,447,518	\$1,931,683

Location: Discharge Pipeline

WASTEWATER

89	NYRSamples	4/25/2001	\$430	\$599
96	Engineering Services	6/30/2001	\$1,725	\$2,406
97	Copper Discharge Study Testing	6/30/2001	\$2,714	\$3,785
117	Testing for Copper Study	10/25/2001	\$40	\$56
119	NTRStudy	11/1/2001	\$903	\$1,260
120	NTRStudy	11/1/2001	\$21	\$29
121	Engineering for Copper Study	11/1/2001	\$175	\$244
124	Testing for Copper Study	11/5/2001	\$40	\$56
126	Copper discharge study consulting	11/9/2001	\$555	\$773
129	Testing for copper study	11/20/2001	\$40	\$56
139	Testing for Copper Study	12/13/2001	\$40	\$56
143	Testing for Copper Study	12/31/2001	\$40	\$56
149	Testing for Copper Study	1/16/2002	\$40	\$56
157	Testing for Copper Study	2/19/2002	\$40	\$56
158	Testing for Copper Study	2/28/2002	\$40	\$56
162	Testing for Copper Study	3/19/2002	\$40	\$56
167	Testing for Copper Study	3/29/2002	\$53	\$75
169	Copper discharge study consulting	4/2/2002	\$293	\$412
172	Copper Discharge Study Consulting	4/3/2002	\$53	\$75
184	Testing for Copper Study	4/29/2002	\$53	\$75
186	Testing for Copper Study	5/7/2002	\$53	\$75
191	Testing for Copper Study	5/20/2002	\$53	\$75
198	Copper discharge study consulting	5/31/2002	\$320	\$449
209	Copper Discharge Study Consulting	6/28/2002	\$160	\$225
245	Herwitt Engineering	9/3/2002	\$14,794	\$20,765
258	Herwitt Engineering	10/3/2002	\$583	\$818
271	Herwitt Engineering	11/11/2002	\$14,455	\$20,289
282	Herwitt Engineering	12/9/2002	\$1,165	\$1,582
298	Herwitt Engineering	1/5/2003	\$7,612	\$10,342
308	Herwitt Engineering	2/4/2003	\$30,723	\$41,739
316	EIP Associates-Consultant	2/28/2003	\$4,012	\$5,451
332	EIP Associates-Consultant	3/26/2003	\$3,096	\$4,206
342	EIP Associates-Consultant	4/23/2003	\$3,513	\$4,773

Asset	Property Description	Date in Service	Net Book Value	Replacement Cost New Less Depreciation
348	EIP Associates-Consultant	5/22/2003	\$3,409	\$4,632
356	EIP Associates-Consultant	6/27/2003	\$6,071	\$8,248
359	Herwitt Engineering	6/30/2003	\$540	\$734
360	EIP Associates-Consultant	6/30/2003	\$4,444	\$6,038
364	EIP Associates -Consultant	9/4/2003	\$3,160	\$4,293
368	Kleinfelder -Consultant	9/18/2003	\$218	\$296
371	EIP Associates -Consultant	10/16/2003	\$1,915	\$2,602
373	Kleinfelder -Consultant	11/6/2003	\$1,426	\$1,937
374	Kleinfelder -Consultant	11/6/2003	\$636	\$864
382	Moore Biological Consultants	12/4/2003	\$124	\$165
384	EIP Associates -Consultant	12/18/2003	\$743	\$991
398	Kleinfelder -Consultant	3/8/2004	\$4,583	\$6,111
402	Dept. ofFish & Game Diffuser	3/20/2004	\$638	\$850
403	Roessler Assoc. -Appraisal	3/20/2004	\$2,888	\$3,850
405	State Water Resources -Pennit	3/25/2004	\$413	\$550
408	Herwitt Engineering	4/13/2004	\$17,651	\$23,536
418	Kleinfelder -Consultant	4/27/2004	\$22,648	\$30,198
419	Herwitt Engineering	4/27/2004	\$24,722	\$32,964
427	Herwitt Engineering	5/25/2004	\$9,974	\$13,300
433	Filing Fee	6/10/2004	\$4,971	\$6,628
435	Herwitt Engineering #46	6/30/2004	\$3,698	\$4,931
479	DB STP Export Pump Station	6/1/2004	\$47,409	\$63,214
481	Herwitt Engineering #47	6/30/2004	\$31,354	\$41,807
490	Herwitt Engineering -Inv.#36	8/5/2003	\$2,991	\$4,063
491	Herwitt Engineering -Inv#37	9/3/2003	\$1,464	\$1,989
492	Herwitt Engineering -Inv #38	10/31/2003	\$990	\$1,345
493	Herwitt Engineering -Inv #39	12/5/2003	\$13,769	\$18,360
494	Herwitt Engineering -Inv #40	12/5/2003	\$2,661	\$3,548
495	Herwitt Engineering -Inv #41	1/8/2004	\$743	\$990
496	Herwitt Engineering -Inv #42	2/8/2004	\$8,984	\$11,980
503	Clayborn Contracting -inv#40 13-2	7/1/2004	\$97,634	\$130,184
504	Kleinfelder -Consultant -Inv#1847	7/7/2004	\$1,410	\$1,879
505	Towill Surveying -inv#691	7/8/2004	\$2,578	\$3,438
506	Kleinfelder -Consultant -Inv#1788	7/8/2004	\$231	\$309
512	Towill Surveying -Inv#7102	7/31/2004	\$3,576	\$4,768
513	Herwitt Engineering -Inv#48	7/31/2004	\$19,153	\$25,539
514	Clayborn Contracting -Inv#4013-0:	8/1/2004	\$91,906	\$122,547
515	Kleinfelder Consulting -Inv#19051	8/4/2004	\$702	\$937
520	Komex-H2O Science -Inv#100000(8/20/2004	\$26,058	\$34,746
521	Property Reserve-Export Pipeline t	8/24/2004	\$1,696	\$2,261
524	Pipeline Valves -Wilson & Sons (it	8/31/2004	\$3,897	\$5,196
526	Clayborn Contracting -Inv#4013-0'	9/1/2004	\$62,316	\$83,091
527	Moore Biologist Consultants	9/3/2004	\$939	\$1,252
528	Towill-Surveying & Staking -Inv#	9/4/2004	\$2,003	\$2,671
529	Ferguson Enterprises -Inv#2777 I 0	9/9/2004	\$50,394	\$67,195
530	Herwitt Engineering -Inv#49	9/10/2004	\$12,062	\$16,084
531	Materials -Red Valve Inv#285023	9/10/2004	\$13,512	\$18,016
533	Materials -Ferguson Enterprises In'	9/14/2004	\$13,140	\$17,521
534	Materials -Ferguson Enterprises In'	9/14/2004	\$579	\$772
535	Materials -Red Valve Inv#285194	9/16/2004	\$15,139	\$20,187
536	Old River Bathymetric Survey	9/16/2004	\$4,138	\$5,518
537	Materials -Red Valve Inv.#285160	9/16/2004	\$15,558	\$20,745
540	Fabricated Piping -lifco Inv#8452	9/22/2004	\$103,930	\$138,580
541	Mobilization & 16 Pipe -Tideland	9/25/2004	\$191,520	\$255,372
544	18 Diameter Outfall & Dual 30" 0 "	9/30/2004	\$338,969	\$451,980
545	Clayborn Contracting -Appl#5	10/1/2004	\$117,795	\$157,067
546	Steel -lifco Inv#8506	10/6/2004	\$51,754	\$69,008
547	Towill Surveying -Inv#582	10/7/2004	\$9,397	\$12,530
548	Herwitt Engineering -Inv#50	10/10/2004	\$9,121	\$12,162
555	Kleinfelder -Inv#208369	10/24/2004	\$309	\$412
556	Tidelands Const -Appl#1	10/25/2004	\$47,532	\$63,378
557	Analysis -Frontier GeoSciences 1m	10/31/2004	\$142	\$189
558	Clayborn Contracting -Inv#4013-01	11/1/2004	\$143,816	\$191,764
560	Dutra Constr -MC-41 I Appl#2	11/5/2004	\$296,953	\$395,956
561	Herwitt Engineering -Inv#51	11/8/2004	\$3,483	\$4,645
566	Kleinfelder Inv#214627	11/23/2004	\$159	\$212
567	Clayborn Contracting -Appl#7	12/1/2004	\$52,673	\$66,482

Asset	Property Description	Date in Service	Net Book Value	Replacement Cost New Less Depreciation
568	Herwitt Engineering -InV#52	12/9/2004	\$1,470	\$1,856
570	PVC Parts -General Plumbing	12/15/2004	\$161	\$203
571	PVC Parts -General Plumbing	12/20/2004	\$19	\$24
575	Clayborn Contracting -Appl#8	1/1/2005	\$20,788	\$26,234
576	Herwitt Engineering -InV#53	1/11/2005	\$4,491	\$5,668
580	Sherrill Big Shot Deluxe Kit -Rescl	1/25/2005	\$253	\$319
581	Herwit Engineering -InV#54	2/3/2005	\$1,247	\$1,573
583	Clayborn Contracting -Inv#4013-0'	2/25/2005	\$8,459	\$10,675
584	Dutra Constr -Appl#3	12/22/2004	\$43,872	\$55,374
585	Pernlit Agreements	3/1/2005	\$1,933	\$2,440
589	Kleinfelder InV#236122	3/16/2005	\$182	\$230
594	Clayborn Contracting -retention	5/17/2005	\$5,414	\$6,807
598	Clayborn Contracting -Inv#4013-11	5/31/2005	<u>\$4,579</u>	<u>\$5,757</u>
			\$2,212,155	\$2,943,792

Location: Treatment and Collections

SHARED

3	Treatment and Collections System	7/1/1993	\$2,084,281	\$3,438,750
7	Telemetry System Upgrades	1/1/1999	\$2,529	\$3,837
14	SCADA	7/1/1999	\$0	\$0
16	SCADA	8/18/1999	\$0	\$0
17	SCADA	8/27/1999	\$0	\$0
21	SCADA	9/1/1999	\$0	\$0
23	SCADA	9/15/1999	\$0	\$0
26	Spare Level Transducers	10/6/1999	\$0	\$0
27	SCADA/Smoke Alarms	10/6/1999	\$0	\$0
28	SCADA/Printer	10/6/1999	\$0	\$0
29	SCADA	10/20/1999	\$0	\$0
30	SCADA	10/20/1999	\$0	\$0
33	Elevate Manhole	11/3/1999	\$638	\$967
36	SCADA	12/4/1999	\$0	\$0
42	ECO Res-Bay Area Process	1/19/2000	\$4,755	\$7,244
43	SCADA	1/19/2000	\$0	\$0
44	SCADA	1/19/2000	\$0	\$0
49	SCADA	2/15/2000	\$0	\$0
50	SCADA	2/16/2000	\$0	\$0
51	SCADA	2/16/2000	\$0	\$0
52	SCADA	4/5/2000	\$0	\$0
53	Replace 10 Check Valve Well 2 "	4/19/2000	\$4,836	\$7,369
57	Fiber markers for water and sewer	5/3/2000	\$0	\$0
62	SCADA	5/17/2000	\$0	\$0
63	SCADA	5/17/2000	\$0	\$0
65	Install New Pump	6/7/2000	\$0	\$0
66	Land Survey	6/7/2000	\$2,384	\$3,632
76	SCADA	6/30/2000	\$0	\$0
84	Back up CPU for SCADA	11/20/2000	\$0	\$0
88	SCADA System Upgrade	4/1/2001	\$0	\$0
232	SCADA-General Support	8/1/2002	\$53	\$74
327	SCADA-System Upgrade	3/7/2003	\$1,522	\$2,067
330	SCADA-Computer Upgrade	3/13/2003	\$224	\$305
331	SCADA-Remaining Computer Part	3/21/2003	\$14	\$19
337	SCADA-System Upgrade	4/3/2003	\$948	\$1,288
354	SCADA-System Upgrade	6/18/2003	\$1,469	\$1,996
377	SCADA -System Upgrade	12/3/2003	\$212	\$283
573	SCADA System Integration Support	12/31/2004	\$79	\$99
574	DB Export Pump Station -Meyer C	12/29/2004	\$10,132	\$12,788
587	Meyer Control Group -InV#2446-0	3/8/2005	\$4,700	\$5,933
613	DO Control System -Automate Ox-	1/24/2006	\$2,085	\$2,557
639	Rehab Manholes	4/11/2006	\$547	\$673
640	Rehab Manholes	4/11/2006	\$511	\$628
642	Scada System Upgrades	4/28/2006	\$4,157	\$5,110
645	Scada Upgrade (Monitor&Compute	5/6/2006	\$556	\$683
683	Scada System Upgrade	11/29/2006	\$2,647	\$3,013
686	Scada System Upgrade	1/31/2007	\$3,760	\$4,291
687	Scada System Upgrade	2/28/2007	\$4,678	\$5,339
688	Scada System Upgrade	2/28/2007	\$633	\$722
689	Scada System Upgrade	3/30/2007	\$1,927	\$2,198

Asset	Property Description	Date in Service	Net Book Value	Replacement Cost New Less Depreciation
694	Scada System Set Up	6/1/2007	\$594	\$681
755	Vacuum Truck Dump Station	12/30/2009	\$28,926	\$30,899
737	Polymer Pump (LMI B7 series pum	6/30/2009	\$834	\$889
WATER				
12	Pipe Support on Well 1	6/16/1999	\$1,571	Not Included
15	LSCE-Water Treatment	7/22/1999	\$110	\$167
19	Repaired 2 Irrigation Service	9/1/1999	\$1,478	\$2,242
34	Leak Survey-Water System	11/3/1999	\$0	\$0
35	LSCE-Water Master Plan	12/1/1999	\$4,212	\$6,417
37	LSCE-Water Master Plan	12/15/1999	\$778	\$1,185
45	LSCE-Water Master Plan	1/19/2000	\$1,735	\$2,643
46	Repair Water Leak	2/2/2000	\$1,438	\$2,191
47	Repair Water Leak	2/2/2000	\$3,075	\$4,685
54	Copper discharge study	4/19/2000	\$194	\$295
56	Paved Well2	5/3/2000	\$1,702	Not Included
61	LSCE-Water Treatment	5/17/2000	\$3,442	\$5,245
68	Copper discharge study	6/21/2000	\$2,838	\$4,324
70	LSCE-Water Treatment	6/30/2000	\$1,874	\$2,855
71	Repair Water Leak	6/30/2000	\$7,273	\$11,081
72	Land Survey -Water Treatment	6/30/2000	\$439	\$668
73	LSCE -Water Treatment	6/30/2000	\$3,155	\$4,806
74	LSCE -Water Treatment	6/30/2000	\$7,428	\$11,317
75	LSCE -Water Treatment	6/30/2000	\$1,406	\$2,142
80	Rebuilt LS D" Pump "	10/4/2000	\$0	\$0
341	Well #2 Lighting	4/22/2003	\$36	Not Included
650	Supplies to put Meter #'s on Curb	5/9/2006	\$22	Not Included
651	6 Meters	5/18/2006	\$3,139	Not Included
662	Scada System Upgrade-Newport	8/3/2006	\$3,906	\$4,792
668	10 Meters	8/31/2006	\$3,445	Not Included
669	92 Meters "	9/8/2006	\$8,223	Not Included
670	3 Meter at Athletic Club	9/14/2006	\$1,603	Not Included
675	Meter at Marina	10/25/2006	\$894	Not Included
677	2 Water Meters	10/17/2006	\$808	Not Included
681	2 Meter at Marina & Clubhouse	11/7/2006	\$2,722	Not Included
692	Meter Couplers	4/25/2007	\$410	Not Included
709	Meters	2/21/2008	\$4,658	Not Included
719	Water Meter -Yawl Street	7/16/2008	\$991	Not Included
726	Digital Pump -Willow Lake WTP	2/20/2009	\$636	\$677
727	Digital Pump & Tubing	5/6/2009	\$1,305	\$1,390
748	30 5/8 Water Meters-DB SW "	7/28/2009	\$2,954	Not Included
750	30 Water Meters	9/11/2009	\$2,984	Not Included
735	2 Water Meters -Firewood/DB Blve	5/6/2009	\$693	Not Included
757	130 Water Meters -Centex Area	2/4/2010	\$7,953	Not Included
759	Lids & Boxes for Water Meters	4/20/2010	\$740	Not Included
762	60 Water Meters & Bodies	5/5/2010	\$4,135	Not Included
763	Water Meter-New Church on Bixler	5/11/2010	\$410	Not Included
772	200 Water Meters	9/16/2010	\$14,803	Not Included
773	23 Water Meters	9/16/2010	\$4,420	Not Included
WASTEWATER				
20	Video Inspection of Sanitary	9/1/1999	\$352	\$534
41	UV Ballast Replacement	1/19/2000	\$0	\$0
48	Clarifier #2 Lift Pump #2	2/14/2000	\$0	\$0
67	Lift Station J Pump #1	6/21/2000	\$0	\$0
77	Computer for WWTP	7/11/2000	\$0	\$0
81	Clarifier Lift Pump	11/2/2000	\$0	\$0
91	Effluent Flow Meter	4/30/2001	\$0	\$0
310	SCADA-Support for WWTP Exp #:	2/7/2003	\$244	\$331
388	Hansen Painting -WWTP #1	1/15/2004	\$9,508	\$12,677
698	Chopper Pumps -Lift Station A&D	7/16/2007	\$17,834	\$20,421
702	Submersible Chopper Pump-LS #F	9/20/2007	\$13,528	\$15,475
706	Self-Priming Chopper Pump-LS #A	12/14/2007	\$924	\$1,051
707	Vaughan Pump -Lift Station #D	1/30/2008	\$948	\$1,078
708	Vaughan Pump -Lift Station #A	2/1/2008	\$948	\$1,078
711	Lift Station #D Pump	4/9/2008	\$810	\$919
722	Pump & Aerobic Digester -WWTP	11/10/2008	\$3,085	\$3,257
731	UV System Upgrade	4/13/2009	\$9,347	\$9,951
732	LS #E 10RP Chopper Pump	5/13/2009	\$9,890	\$10,536

Asset	Property Description	Date in Service	Net Book Value	Replacement Cost New Less Depreciation
733	LS #E Vaughan Pump	6/3/2009	\$2,669	\$2,847
736	Digital Pump & Meter Box	6/30/2009	\$1,389	\$1,482
738	Pump -Lift Station #S	6/30/2009	\$9,505	\$10,139
740	UV System Upgrade	3/19/2009	\$16,769	\$17,848
742	UV Instruments & Mission RTU	6/23/2009	\$10,785	\$11,505
760	Siemens Module Flowmeter-WWTP	3/22/2010	\$926	\$989
769	Discovery Point Sewer Pipe Replac,	8/13/2010	\$147,823	\$154,922
775	Discovery Point Sewer Pipe ReplaCi	1/20/2011	\$16,635	\$17,078
777	Cheny Rills Drive Sewer Replacem	4/13/2011	\$31,710	\$32,412
779	Cherry Hills Drive Sewer Replacem	5/25/2011	<u>\$76,930</u>	<u>\$78,626</u>
			\$2,669,222	\$4,018,614

Location: Wastewater Treat. Plant 2

WASTEWATER

102	WWTP	8/3/2001	\$8,027	\$11,193
103	Delivery Service of Herwit Enginee	8/29/2001	\$236	\$329
107	WWTP	8/31/2001	\$4,489	\$6,260
113	WWTP	10/15/2001	\$7,635	\$10,646
125	WWTP	11/9/2001	\$7,259	\$10,122
132	Rip Rock for WWTP	11/30/2001	\$389	\$542
133	Rip Rock for WWTP	11/30/2001	\$229	\$319
135	WWTPExp	12/6/2001	\$4,828	\$6,777
140	Delivery Service to Herwit EngineeJ	12/14/2001	\$34	\$48
141	Delivery Service of Herwit Enginee	12/17/2001	\$68	\$95
142	Delivery Service of Herwit Enginee	12/30/2001	\$233	\$327
144	WWTPExp	1/4/2002	\$6,437	\$9,035
146	Delivery Service of Herwit Enginee	1/7/2002	\$34	\$48
148	Delivery Service of Herwit Enginee	1/14/2002	\$34	\$48
150	Delivery Service of Herwit Enginee	1/21/2002	\$68	\$95
151	Delivery Service of Herwit Enginee	1/28/2002	\$34	\$48
152	WWTPExp	2/1/2002	\$8,414	\$11,811
154	Delivery Service of Herwit Enginee	2/4/2002	\$102	\$143
156	Delivery Service of Herwit Enginee	2/18/2002	\$34	\$48
159	WWTPExp	3/1/2002	\$9,254	\$12,989
160	Delivery Service of Herwit Enginee	3/4/2002	\$68	\$95
168	WWTPExp	4/2/2002	\$12,391	\$17,392
171	WWTPExp	4/3/2002	\$12,556	\$17,624
180	Delivery Service of Herwit Enginee	4/15/2002	\$68	\$95
181	Delivery Service of Herwit Enginee	4/22/2002	\$34	\$48
197	WWTPExp	5/31/2002	\$10,483	\$14,714
208	WWTPExp	6/28/2002	\$20,289	\$28,478
213	Newport Drive WTP SCADA	6/30/2002	\$210	\$295
214	WWTP Exp SCADA	6/30/2002	\$1,403	\$1,969
226	All Weather Sampler	7/29/2002	\$1,502	\$2,108
230	Herwit Engineering for WWTP	7/31/2002	\$13,380	\$18,780
235	Hoist for UV @ WWTP	8/12/2002	\$3,853	\$5,408
239	WAS Piping Modifications	8/29/2002	\$800	\$1,123
244	Herwit Engineering for WWTP	9/3/2002	\$7,290	\$10,233
257	Herwit Engineering for WWTP	10/3/2002	\$3,645	\$5,116
265	SCADA for WWTP	10/31/2002	\$1,122	\$1,575
270	Herwit Engineering for WWTP	11/11/2002	\$10,121	\$14,206
273	Gearbox & Handwheel1 for WWTP	11/13/2002	\$424	\$594
275	Pennit for WWTP Expansion	11/26/2002	\$3,643	\$5,114
281	Herwit Engineering for WWTP	12/9/2002	\$8,731	\$11,862
295	Chain Hoist & Load Test for #2	12/31/2002	\$500	\$680
297	Herwit Engineering for WWTP	1/5/2003	\$5,027	\$6,830
305	Rip Rock for WWTP	1/31/2003	\$336	\$457
306	Rip Rock for WWTP	1/31/2003	\$231	\$314
307	Herwit Engineering for WWTP	2/4/2003	\$3,668	\$4,984
313	Adm. Costs for WWTP Clarifier	2/20/2003	\$329	\$447
318	Herwit Engineering for WWTP	3/4/2003	\$3,469	\$4,713
338	Herwit Engineering for WWTP	4/7/2003	\$5,886	\$7,997
344	Herwit Engineering for WWTP	5/7/2003	\$498	\$676
351	Herwit Engineering for WWTP	6/7/2003	\$444	\$603
379	Techknowison -Scada Expansion	12/3/2003	\$443	\$591
381	SCADA -System Upgrade	12/3/2003	\$190	\$253
407	Herwit -Clarifier	4/13/2004	\$2,223	\$2,965

Asset	Property Description	Date in Service	Net Book Value	Replacement Cost New Less Depreciation
417	Herwir -Clarifier	4/27/2004	\$4,175	\$5,566
424	Kleinfelder-Clarifier	5/12/2004	\$248	\$331
426	Herwit -Clarifier Inv#47	5/25/2004	\$681	\$907
434	Herwit -Clarifier -Inv #46	6/30/2004	\$1,134	\$1,513
497	Herwit -Clarifier -Inv #40	12/5/2003	\$124	\$165
498	Herwit -Clarifier -Inv #41	1/8/2004	\$2,558	\$3,410
499	Herwit -Clarifier -Inv #42	2/8/2004	\$2,654	\$3,539
500	Herwit -Clarifier -Inv #45	5/13/2004	\$681	\$907
525	Solar Bee 10000 Aerator	8/31/2004	\$25,315	\$33,755
538	Herwitt Engineering -Inv#49	9/10/2004	\$319	\$426
599	Clarifier Addition -Conco West	6/6/2005	\$14,900	\$18,684
600	Clarifier -Kleinfelder InV#184508	7/6/2004	\$581	\$775
601	Clarifier -Kleinfelder InV#191267	8/4/2004	\$850	\$1,133
602	Clarifier -Kleinfelder InV#196518	8/31/2004	\$919	\$1,225
628	Rip Rap for WWTP #2	3/17/2006	\$2,128	\$2,617
630	Rip Rap for WWTP #2	3/31/2006	\$3,174	\$3,903
634	Rip Rap for WWTP #2	4/5/2006	\$2,157	\$2,652
637	Rip Rap for WWTP #2	4/10/2006	\$1,916	\$2,355
741	Wastewater Treat Plant 2 Expansion	6/26/2009	<u>\$15,260,717</u>	<u>\$16,279,392</u>
			\$15,518,324	\$16,632,515
Location: Wetlands				
WASTEWATER				
695	Effluent Pump & Pipe Fittings (Wet	6/6/2007	\$568	\$651
Location: Willow Lake WT Facility				
WATER				
78	Analysis	9/26/2000	\$556	\$847
85	Rip Rock for Willow Lake Site	12/16/2000	\$363	\$506
87	Iron Magnanese Removal Tanks	3/21/2001	\$33,026	\$46,051
90	POP Holding for Water Line	4/30/2001	\$2,102	\$2,931
92	Weed Abatement @ Water Treatme	6/1/2001	\$563	\$785
93	Applications for Generators	6/20/2001	\$546	\$762
95	Engineering	6/30/2001	\$68,693	\$95,786
98	Escrow Payment ofLand	7/11/2001	\$1,079	\$1,505
99	Permit for Generators for Willow LI	7/16/2001	\$369	\$514
100	Permit fees for Willow Lakes	7/16/2001	\$743	\$1,035
104	Title Premium & Escrow on Land	8/30/2001	\$6,488	\$9,047
105	Rip Rock for Willow Lake Site	8/31/2001	\$215	\$300
106	Rip Rock for Willow Lake Site	8/31/2001	\$187	\$260
108	Grading ofWillow Lake Site	9/14/2001	\$29,384	\$40,973
109	Install 2 Waterline@ Willow Lake	9/14/2001	\$1,308	\$1,824
110	Rip Rock for Willow Lake Site	9/21/2001	\$427	\$596
111	Rip Rock for Willow Lake Site	9/21/2001	\$371	\$518
112	Surveying for Willow Lake Site	9/26/2001	\$1,943	\$2,709
115	Fence for Willow Lake Site	10/23/2001	\$8,294	\$11,565
118	Fence for Willow Lake Site	10/29/2001	\$256	\$357
122	Install all weather roadway	11/2/2001	\$11,303	\$15,760
123	Installation of 6' high fence @ Pone	11/5/2001	\$649	\$905
128	Trees for Willow Lake Site	11/14/2001	\$1,103	\$1,539
130	8 Stakes for trees @ Willow Lake "	11/21/2001	\$0	\$0
134	Surveyor for Willow Lake Site	12/3/2001	\$64	\$90
136	Surveyor for Willow Lake Site	12/7/2001	\$935	\$1,312
137	Rip Rock for Willow Lake Sites	12/13/2001	\$484	\$679
138	Rip Rock for Willow Lake Site	12/13/2001	\$661	\$928
147	Electrical engineering for Willow	1/9/2002	\$2,475	\$3,474
155	Land Use Pem1it	2/7/2002	\$2,063	\$2,895
163	Reimburse Hoffman for LSCE	3/20/2002	\$11,250	\$15,790
164	Reimburse Hoffinan for NW Penn	3/26/2002	\$27,254	\$38,254
165	Reimburse Hoffman U. Pipe Inv.	3/26/2002	\$2,966	\$4,163
166	Reimburse Hoffman U. Pipe Inv.	3/26/2002	\$40	\$56
174	Reimburse Hoffman for NW Penn	4/12/2002	\$40,246	\$56,490
175	Reimburse Hoffman for NW Pem1	4/12/2002	\$16,154	\$22,675
176	Reimburse Hoffinan for NW Penn	4/12/2002	\$7,116	\$9,988
177	Reimburse Hoffman for NW Penn	4/12/2002	\$270,839	\$380,156
178	Reimburse Hoffman for NW Penn	4/12/2002	\$1,996	\$2,802
179	Reimburse Hoffinan for NW Penn	4/12/2002	\$92,282	\$129,530
182	Reimburse Hoffman for LSCE	4/23/2002	\$5,367	\$7,533

Asset	Property Description	Date in Service	Net Book Value	Replacement Cost New Less Depreciation
183	Contractor for Willow Lake #1	4/26/2002	\$134,541	\$188,845
185	Engineering for Willow Lake	4/30/2002	\$3,968	\$5,569
187	Testing for Willow Lake	5/13/2002	\$116	\$162
189	Surveyor for Willow Lake Site	5/15/2002	\$1,136	\$1,595
190	Reimburse Hoffman U. Pipe Inv.	5/17/2002	\$323	\$453
192	Contractor for Willow Lake #2	5/29/2002	\$49,748	\$69,827
193	Water Transmission Main Contra	5/29/2002	\$84,014	\$117,924
194	Hofmann-NW Pennastore-#2023	5/30/2002	\$68,376	\$95,975
195	Hoffinan-NW Pennastore (storage to	5/31/2002	\$38,587	\$54,162
196	Engineering for Willow Lake	5/31/2002	\$3,384	\$4,750
200	Hoffmann-Reimb. for LSCE #17179	6/3/2002	\$6,263	\$8,791
201	Reimburse Hoffman U. Pipe Inv.	6/4/2002	\$283	\$397
202	Hofinann-Reimb. for United Pie IN'	6/4/2002	\$5,500	\$7,720
203	Filter tanks for Willow Lake	6/6/2002	\$56,233	\$78,930
204	Surveyor for Willow Lake Site	6/10/2002	\$437	\$614
205	Contractor for Willow Lake #3	6/21/2002	\$117,686	\$165,188
206	Contractor for Water Transmission	6/25/2002	\$124,413	\$174,630
207	Compact testing for Willow Lake	6/26/2002	\$420	\$590
211	Container for rubble at Willow	6/30/2002	\$351	\$492
212	Engineering for Willow Lake	6/30/2002	\$635	\$892
217	Compact testing for Willow Lake	7/2/2002	\$1,192	\$1,673
218	Compacting Testing	7/21/2002	\$307	\$431
219	Conco West -Billing #4-	7/23/2002	\$210,962	\$296,112
220	Repairs to Irrigation at DBAC	7/23/2002	\$203	\$285
221	TechKnowison from AIP search	7/25/2002	\$77	\$107
223	Water Transmission Main Contra	7/25/2002	\$61,407	\$86,193
225	Kleinfelder	7/26/2002	\$1,192	\$1,673
227	Newport Dr. WTP SCADA Supp	7/31/2002	\$472	\$662
228	Filter Tanks	7/31/2002	\$19,846	Not included
229	Engineering for Willow Lake	7/31/2002	\$832	\$1,168
234	Surveying	8/10/2002	\$848	\$1,190
238	Willow Lake WTP Contract #5 B	8/28/2002	\$289,647	\$406,556
240	Compact Testing	8/30/2002	\$940	\$1,320
241	Water Transmission Main	8/30/2002	\$46,891	\$65,818
242	Water Transmission Main	8/30/2002	\$42,401	\$59,516
243	Engineering for Willow Lake	8/31/2002	\$5,816	\$8,164
247	PVC Piping for Willow Lake	9/4/2002	\$44	\$62
248	Kleinfelder-Concrete Compact Test	9/5/2002	\$306	\$429
249	Compacting Testing	9/23/2002	\$534	\$749
250	Willow Lake WTP Contract #6 B	9/25/2002	\$114,568	\$160,810
251	Engineering for Electirc Service	9/25/2002	\$18,621	\$26,137
252	LuhdorffEngineering for W.L.	9/30/2002	\$2,059	\$2,890
253	Reimb. for Kleinfelder	10/1/2002	\$718	\$1,008
254	Reimb. for LSCE Inv.#16082	10/1/2002	\$360	\$505
255	Reimb. for LSCE Inv. #16014	10/1/2002	\$583	\$818
256	Kleinfelder-Concrete Compact Test	10/3/2002	\$146	\$205
260	Concrete Compact Test	10/21/2002	\$165	\$232
261	Water Transmission Main	10/21/2002	\$60,272	\$84,600
262	Generator for Willow Lake WTP	10/28/2002	\$109,782	\$154,093
263	Conco West Contract Billing #7	10/30/2002	\$58,266	\$81,784
264	Luhdorff-Engineering for W.L.	10/31/2002	\$4,302	\$6,038
266	Irrigation Supplies for W.L.	11/1/2002	\$568	\$797
267	Limit Switches	11/7/2002	\$1,624	\$2,280
268	Easement Cost	11/7/2002	\$6,809	\$9,557
274	Locks for Willow Lake WTP	11/20/2002	\$241	\$338
277	Conco West Contract Billing #8	11/27/2002	\$61,331	\$86,086
278	Conduit & Pipe for Willow Lake	11/27/2002	\$199	\$280
279	Luhdorff-Engineering for W.L.	11/30/2002	\$5,147	\$7,225
280	Planters Mix for Willow Lake	12/4/2002	\$0	\$0
284	County Paving-Grade Lot	12/11/2002	\$1,147	\$1,558
285	Filter for Willow Lake	12/12/2002	\$915	\$1,244
288	Rip Rock for Willow Lake Site	12/16/2002	\$420	\$570
290	Delta Fence-Chain Link Fence	12/18/2002	\$1,312	\$1,782
291	Conco West Contract Billing #9	12/19/2002	\$39,355	\$53,467
292	Luhdorff-Engineering for W.L.	12/31/2002	\$1,404	\$1,907
293	Dry Briquettes	12/31/2002	\$0	\$0
294	Kleinfelder-Concrete Compact Test	12/31/2002	\$360	\$490

Asset	Property Description	Date in Service	Net Book Value	Replacement Cost New Less Depreciation
303	Hofmann Reimb. for NW Penn Inv.	1/30/2003	\$30,953	\$42,051
304	Luhdorff-Engineering for W.L.	1/31/2003	\$2,013	\$2,735
311	Conco West Contract Billing #10	2/10/2003	\$24,013	\$32,624
314	Luhdorff-Engineering for W.L.	2/28/2003	\$2,508	\$3,408
315	Final Pymt. Filter Tanks	2/28/2003	\$2,205	\$2,996
328	Stone Veneer Mailbox Willow Lake	3/10/2003	\$1,423	\$1,933
329	Railing for Inside of Booster	3/10/2003	\$2,274	\$3,089
333	LuhdorffEngineering for WL	3/31/2003	\$3,767	\$5,117
336	Water Transmission Main	4/2/2003	\$1,815	\$2,466
340	Conco West Contract Billing #11	4/22/2003	\$21,440	\$29,127
343	Luhdorff-Engineering for W.L.	4/30/2003	\$908	\$1,233
347	Trees for Willow Lake WTP	5/20/2003	\$379	\$515
349	LuhdorffEngineering for WL	5/31/2003	\$584	\$793
353	SCADA Support for Willow Lake	6/10/2003	\$1,418	\$1,927
355	Conco West Contract Billing #12	6/23/2003	\$28,504	\$38,725
357	Hoffmann Reimb. for LSCE Inv.	6/30/2003	\$8,759	\$11,899
358	LuhdorffEngineering for WL	6/30/2003	\$1,167	\$1,585
365	Loprest -Bray Series 50 Limit Swit,	9/4/2003	\$278	\$377
366	Luhdorff-Engineering for W.L.	9/4/2003	\$2,183	\$2,965
367	Conco -Billing #12 Proj. 220060	9/10/2003	\$31,671	\$43,027
369	Kirk Welding -Welding Braces	9/18/2003	\$454	\$616
370	Luhdorff-Engineering for W.L.	10/2/2003	\$820	\$1,114
375	Luhdorff-Engineering for W.L.	11/6/2003	\$2,106	\$2,861
378	Techknowison -Scada Support	12/3/2003	\$526	\$702
380	Techknowison -Scada Support	12/3/2003	\$440	\$587
383	Luhdorff-Engineering for W.L.	12/4/2003	\$256	\$342
387	Luhdorff-Engineering for W.L.	1/8/2004	\$363	\$484
395	Luhdorff-Engineering for W.L.	2/5/2004	\$372	\$496
396	Delta Fence -Barb Wire Repair	2/6/2004	\$353	\$471
406	Luhdorff-Engineering for W.L.	3/31/2004	\$1,750	\$2,334
412	Borges & Mahoney -Metering Pum	4/14/2004	\$0	\$0
422	Luhdorff-Engineering for W.L.	4/30/2004	\$407	\$543
431	Luhdorff-Engineering for W.L.	5/31/2004	\$182	\$242
432	Techknowison -Scada Support	6/2/2004	\$747	\$996
501	Conco West Retention Billing -Inv	10/15/2003	\$98,909	\$134,376
502	Conco West Retention Billing -Inv	3/30/2004	\$28,875	\$38,502
554	Int Cathodic Prot 100,000 gal bach	10/21/2004	\$5,954	\$7,939
565	Well No.5 -Conco West Inv#4507	11/19/2004	\$15,050	\$20,067
572	Parking Lot Lines -Stripesters	12/28/2004	\$0	\$0
579	Seal Asphalt at WTP Parking Lot	1/19/2005	\$0	\$0
626	Filter C for Willow Lake WTP	3/6/2006	\$94,368	Not included
631	Filter Installation	3/31/2006	\$1,084	Not included
641	Filter Install -Conco West	4/26/2006	\$17,300	Not included
643	Luhdorff& Scalmanini -Engineerir	4/30/2006	\$4,344	Not included
653	Filter Install-Conco West	6/5/2006	\$11,278	Not included
659	Luhdorff& Scalmanini -Engineerir	6/30/2006	\$784	Not included
667	Filter Install-Conco West	8/16/2006	\$9,785	Not included
685	Willow Lake Filter Install	1/19/2007	\$2,434	Not included
721	Gate Valve @ Willow Lake WTP	9/11/2008	<u>\$10,818</u>	<u>\$12,023</u>
			\$3,001,182	\$3,963,493

Location: Vehicles

SHARED

13	District Truck Toolbox/Liner	7/1/1999	\$0	\$0
18	District Truck	9/1/1999	\$0	\$0
55	District Truck-Trailer Setup	5/3/2000	\$0	\$0
69	District Truck-Emergency Lights	6/30/2000	\$0	\$0
101	Vac Truck	7/31/2001	\$0	\$0
188	Lateral Kit	5/14/2002	\$0	\$0
617	2006 Chevy Truck HHR	12/5/2005	\$0	\$0
716	2008 Ford F250 w/Utility Box-Wat,	6/26/2008	\$10,764	\$12,129
725	Vac-Truck	3/26/2009	<u>\$173,972</u>	<u>\$185,166</u>
			\$184,735	\$197,295

TOTAL

\$32,908,594

\$39,244,547



**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT**

RESOLUTION NO. 2012-23

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY,
A CALIFORNIA COMMUNITY SERVICES DISTRICT,
ESTABLISHING FEES FOR WATER CAPACITY CHARGES
AND WASTEWATER CAPACITY CHARGES**

WHEREAS, the Town of Discovery Bay (TODB), a California Community Services District, requires that new development pay its proportionate share of the cost of capital improvements made necessary by that new development; and

WHEREAS, the TODB implements this requirement through the establishment and setting of Public Facilities fees for water and wastewater capacity charges ("capacity fees") as defined in Government Code Section 66013(b)(3), which are regularly reviewed to assure that they accurately identify costs and the allocation of those costs; and

WHEREAS, on October 3, 2012 the Board of Directors of the Town of Discovery Bay conducted a duly noticed public hearing to receive and consider public comments on the FY 2012/13 proposed capacity fee charges, as identified in the Bartle Wells Associates Final Draft Technical Memorandum, attached hereto and included by reference, and

WHEREAS, for at least fourteen (14) days prior to the public hearing, a copy of the Bartle Wells Associates Final Draft Technical Memorandum and Public Notice was available for public review at the District Office, 1800 Willow Lake Road, Discovery Bay, CA, and it was posted to the TODB website at www.todb.ca.gov; and

WHEREAS, the TODB embarked and completed a Water Master Plan and a Wastewater Master Plan that identified future development and associated infrastructure improvements; and

WHEREAS, the TODB engaged the services of Bartle Wells Associates to review those master plans and existing assets and develop a comprehensive Capacity Fee Technical Memorandum; and

WHEREAS, that Technical Memorandum has been completed and submitted to the TODB on September 18, 2012 and identifies water capacity fees and wastewater capacity fees; and

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

SECTION 1. That the Technical Memorandum prepared by Bartle Wells Associates on behalf of the TODB, and dated September 18, 2012 is included in its entirety as a part of this resolution.

SECTION 2. That Residential Capacity Fees be established as follows:

(A) Water Capacity Fees are to be established at \$3,900.00 per EDU.

(B) Wastewater Capacity Fees are to be established at \$9,860.00 per EDU.

SECTION 3. That non-residential Water and Wastewater Capacity Fees be established as identified in Tables 5 and 6, respectively of the Technical Memorandum prepared by Bartle Wells Associates.

SECTION 4. The Board Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 3rd DAY OF October 2012.

V. Chris Steele
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on October 3, 2012, by the following vote of the Board:

AYES:
NOES:
ABSENT:
ABSTAIN:

Richard J. Howard
Board Secretary



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

October 3, 2012

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

Agenda Title

Town of Discovery Bay CSD amending Revenue, Operating & Maintenance and Capital Improvement Program Budget projections for FY 2012-13 and adoption of Resolution No. 2012-24

Recommended Action

Approve and adopt Resolution No. 2012-24 amending the Town of Discovery Bay Revenue, Operating & Maintenance and Capital Improvement Program Budget for FY 2012-13

Executive Summary

The Town of Discovery Bay Community Services District Board of Directors approved the FY 2012-13 Revenue, Operating & Maintenance and Capital Improvement Program Budget on June 20, 2012.

Staff has reviewed the current budget expenditures and various board approvals which have directly affected this year's budget. As a consequence, it is necessary to amend the FY 2012-13 budgets to reflect changes to revenues and expenditures alike. Overall, the changes include an additional \$409,000.00 be added to the Operation & Maintenance program budget to meet debt service obligations; that an additional \$317,500.00 be added to the Capital Improvement Program Budget to account for the addition of two (2) Capital Improvement Program Projects (Lift Station F Rehab and the added UV Bank #4). Additionally the revenue budget also requires an amendment to reflect increased revenues over previously anticipated projections in the amount of \$1,258,185.00. Increased revenues are the result of an increase of anticipated property tax revenue, and minor adjustments to the commercial water & sewer, and residential water rates (which are a direct result of the previously proposed annual water and sewer rate). Additionally, revenues from the Proceeds from Financing are also accounted for and recognized as a part of this action.

Staff recommends that the O&M budget be increased by \$409,000.00 to \$5,012,133.00; that the Capital Improvement Program Budget (including those Financed Capital Improvement projects associated with the Water & Wastewater Master Plan and the Infrastructure Replacement Fund) be increased by \$317,500.00 to \$3,321,681.00, and that Revenues be increased by \$1,258,185.00 to \$9,192,582.00. In addition, staff recommends that \$858,767.00 be added to the District's Reserve Fund. The Total Expense Budget is proposed to be \$9,192,582.00 and the Grand Total Revenue Budget is also proposed to be \$9,192,582.00. This budget amendment is balanced budget and revenues meet expenditures.

Fiscal Impact:

Refer to attached Resolution

Previous Relevant Board Actions for This Item

Approval of the Fiscal Year 2012-2013 Capital Improvement Plan, Approval of the FY 2012-2013 Operations & Maintenance Budget

Attachments

Resolution 2012-24
Fiscal Year 2012-2013 Operating and Capital Improvement Budget Final June 20, 2012

AGENDA ITEM: H-1



**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT**

RESOLUTION NO. 2012-24

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY,
A CALIFORNIA COMMUNITY SERVICES DISTRICT,
AMENDING THE FY 2012-13 OPERATING,
CAPITAL IMPROVEMENT PROGRAM, AND REVENUE BUDGETS**

WHEREAS, the Town of Discovery Bay (TODB), a California Community Services District, adopted its FY 2012-13 Operating, Capital, and Revenue Budgets on June 20, 2012, and

WHEREAS, it is necessary to amend the adopted budget due to increases in revenues and expenditures, and

WHEREAS, it is necessary to increase the FY 2012-13 Operation and Maintenance Budget to reflect programmatic increases in the amount of \$409,000.00 to meet debt service obligations, and

WHEREAS, it is necessary to increase the FY 2012-13 Capital Improvement Program Budget to reflect programmatic increases in the amount of \$319,500.00 to meet project obligations, and

WHEREAS, it is necessary to increase the FY 2012-13 Revenue Budget to reflect an increase in revenues over previously anticipated revenues in the amount of \$1,258,185.00.

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

SECTION 1. That the FY 2012-13 Operation and Maintenance Budget be increased in the amount of \$409,000.00 in order to meet debt service obligations.

SECTION 2. That the FY 2012-13 Capital Improvement Program Budget be increased in the amount of \$319,500.00 to reflect programmatic increases resulting from the capital financed projects.

SECTION 3. That the FY 2012-13 Revenue Budget be amended to reflect an increase in revenues over previously anticipated revenues in the amount of \$1,258,185.00.

SECTION 4. The Board Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 3rd DAY OF October 2012.

V. Chris Steele
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on October 3, 2012, by the following vote of the Board:

AYES:
NOES:
ABSENT:
ABSTAIN:

Richard J. Howard
Board Secretary

*Town of Discovery Bay Community Services District
Contra Costa County, California*



FISCAL YEAR 2012-13
OPERATING AND CAPITAL IMPROVEMENT PROGRAM BUDGET
FINAL June 20, 2012



*Town of Discovery Bay Community Services District
Contra Costa County, California*



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*Town of Discovery Bay Community Services District
Contra Costa County, California
Fiscal Year 2012-2013 Budget*



Board of Directors

Chris Steele, President
Kevin Graves, Vice President
Jim Mattison, Director
Mark Simon, Director
Ray Tetreault, Director

District Management

Rick Howard, General Manager
Daniel J. Schroeder, District Counsel
Virgil Koehne, Water and Wastewater Manager
Fairin Perez, Parks and Landscape Manager
Dina Breitstein, Finance Manager
Calista Anderson, Executive Assistant

The Town of Discovery Bay Community Services District

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

***Town of Discovery Bay Community Services District
Contra Costa County, California
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**Town of Discovery Bay Community Services District
Contra Costa County, California**



June 20, 2012

Dear Board of Directors,

I am pleased to submit to the Town of Discovery Bay Community Services District Board of Directors the financial plan for the fiscal year beginning July 1, 2012 and ending June 30, 2013.

This budget is balanced and presents a spending plan where revenues meet expenditures. The Board and public will be presented with a complete financial outlook of the district's finances relative to operating expenses and the day-to-day expenditures necessary to operate the district in an efficient manner. This budget also includes a Capital Improvement Program that continues to address the long-term capital needs of the District. A robust capital replacement fund represents an ongoing structural element of long term financial sustainability. I am pleased to report that for FY 2012-13 I have programmed \$500,000 into this fund covering capital assets such as vehicles, buildings, equipment, and underground infrastructure. The ongoing programming of these funds will play a critical role in the District's ability to plan for its long term financial planning needs. Additionally, I have included an allocation of \$858,768 to be placed in the District's Reserve Account.

This year's Operating and Maintenance Budget is increased over the current year, with a projected increase of \$586,437, or 24% due to the additional \$409,000 debt service obligation. The Capital Improvement Program Budget includes for the first time a five (5) year outlook. This change (from a one (1) year CIP) allows the Board and staff the opportunity to more effectively plan for future needs. It also provides the public an opportunity to see the projects that are programmed for the future.

At the Board Workshop that took place on January 14, 2012, the Board identified a number of goals for the coming year. Many of the following goals are either complete, or are in the process of being accomplished and should be finalized in the coming fiscal year. They are as follows:

Establish water conservation and education programs • Establish a FOG (Fats/Oils/Grease) program • Identify Earth Day as an annual community volunteer opportunity • Complete Phase 1 of the Dewatering Project • Obtain ownership of the County owned parks • Implement a leash-free park • Improve website accessibility • Finalize Community Center Plan • Provide for projects identified in the Water Master Plans • Complete Highway 4 east landscape project • Initiate and complete Clipper Drive landscape enhancement project

Our long term contract with Veolia Water is now entering its second year. Dividends are obvious, and the overall Water and Wastewater Operation is being managed and supported by arguably the most qualified staff in the District's history. We look forward to continuing to develop our ongoing partnership with Veolia. Over the past year, the District has initiated or completed a number of parks and landscape projects. Some of these projects are relatively small in size and scope, while others are significantly more extensive. The two (2) largest Parks and Landscape projects completed in the past twelve (12) months include the Basketball court at Regatta Park, Cornell Park improvements to the children's play structure; horseshoe pits and bocce ball court as well as resurfacing of the tennis courts. There have been many other landscape beautification projects throughout town including the Discovery Bay Boulevard east planting project.

The Capital Improvement Program (CIP) proposes expenditures of \$2,821,681, with a large portion of those needs derived from the Water and Wastewater Master Plan studies. Those studies have been previously accepted by the Board of Directors during FY 2011-2012. Staff has included a number of the projects contained in those plans for implementation or design in FY 2012-13 with construction beginning in FY 2013-2014.

As previously discussed, this budget also includes \$500,000 in Infrastructure Replacement funds for above and below ground infrastructure needs. The addition of the Infrastructure Replacement Fund was specifically addressed as a positive addition to the budget by the District's independent auditors.

In Fiscal Year 2010-2011, the Board directed staff to initiate a long term Water Master Plan and a Wastewater Master Plan to help identify the long term capital needs of the District. The Fiscal Year 2012-2013 Capital Improvement Budget includes the approved master plan. In the 2012-13 year design and planning has been budgeted for with construction to begin in fiscal year 2013 forward.

On June 6, 2012, the District's Board of Directors authorized the first steps in what will become the beginning of the implementation phase for those projects included in the Master Plans. The action taken to initiate a long term financing consisting of Lease Revenue Bonds to facilitate the construction and implementation of approximately \$13M to \$14M +/- in projects will provide a long term sustainable infrastructure for years to come.

As I indicated earlier, this budget represents a budget where revenues match expenditures. For Fiscal Year 2012-13, while there are a number of recommended changes, however, from an operational standpoint, this budget accurately projects a "status quo" budget. The attached FY 2012-13 Operating, Capital, Capital Replacement and Revenue Budget represents a spending plan that is sustainable based upon projected revenues meeting projected expenditures of \$9,192,582. This budget document is the culmination of considerable effort on behalf of staff as well as the FY 2012-13 Budget Review Committee. Key to the preparation of this budget was to ensure all carry-over projects are properly accounted for, that revenue projections are based upon historic and anticipated revenues, and that spending is prudent and sensible. These budget totals reflect Encumbrance(s) Carry Over (re-Budgeted fees) of \$94,000 for O&M and \$762,842 for Capital Improvement Projects that are either under construction or pushed into FY 2012-13.

In August of 2011, the Board of Directors adopted a two (2) year water and sewer rate structure that resulted in a revenue stream capable of meeting the District's financial obligations while accounting for the capital needs that are necessary to operate the District's infrastructure.

The primary sources of revenues are derived from Property Tax charges for water and wastewater usage, charges for commercial sewer and water and charges for residential water service. The remaining revenue sources can be attributed to miscellaneous reimbursements, charges and fees.

Revenues are projected to be \$9,192,582 and includes the aforementioned projected rate increase.

There are not any staffing changes proposed for the coming year, and the number of Full Time Equivalent (FTE) remains the same as the current fiscal year. The FY 2012-13 Position Schedule is attached and is a part of the proposed budget.

This budget is a budget where revenues meet expenditures, where staffing levels do not change, and where service levels continue to improve. More importantly, however, it begins the multi-year process of ensuring that the District's infrastructure needs continue to be met while offering a strategic look at the overall assets of the District.

I would like to thank my staff for all of their assistance that went into this budget, especially Virgil Koehne, Fairin Perez, Dina Breitstein, and Calista Anderson. Their efforts are appreciated and I am grateful for their assistance.

Respectfully submitted,

Rick Howard
General Manager

***Town of Discovery Bay Community Services District
Contra Costa County, California***



The Town of Discovery Bay Community Service District: At a Glance

Discovery Bay was established in the early 1970's as a weekend and summer resort community. Today, Discovery Bay has evolved into a thriving year-round home for more than 13,000 residents who enjoy small-town living against the backdrop of over 1,200 miles of Delta waterways. Discovery Bay boasts a full-service marina, three (3) public schools, one (1) private school, as well as two (2) shopping centers and a planned business park. However, this small town is no longer limited to Delta waterfront homes; it has developed into a community that provides something for everyone. Discovery Bay offers gated waterfront homes as well as Country Club homes located on a world-class golf course designed by Mike Asmundson. There are two (2) gated communities; Lakeshore and The Lakes, as well as nearby Ravenswood, a community planned around a public park.

The approximately 9 square mile area known as the Town of Discovery Bay Community Services District (TODBCSD) was formed in 1997 following a vote of the people to form an Independent Special District with the purpose of providing essential public services to its residents. The Contra Costa County Local Agency Formation Commission (LAFCO) has authorized the TODBCSD the responsibility of providing the following special services to the residents of Discovery Bay:

- Water supply collection, treatment, and distribution
- Wastewater collection, treatment and distribution
- Parks and Landscape Maintenance
- Recreational Activities (Coming Soon)

District Form of Government

California's Independent Special Districts are legislatively authorized pursuant to California Government Code Sections 61000-61850. The Town of Discovery Bay Community Services District is governed by an elected five (5) member Board serving staggered four (4) year terms. The Board employs a General Manager to administer the day to day operations of the District.

Population

The 2010 census shows the total population in Discovery Bay to be 13,352 people.

Water Services

The Town of Discovery Bay CSD owns and maintains over sixty (60) miles of water mains in seven (7) residential developments: Discovery Bay West (Village 1, 2, 3 and 4, and Ravenswood); and two (2) of the older developments (Discovery Bay Proper and Centex). Currently, the District owns and operates five (5) water production wells that are located throughout the District and are capable of producing five million gallons of domestic water per day. The raw water is then treated in two (2) water treatment facilities with water storage capacity of 2.5 million gallons of treated water for customer distribution. The total water requirements of Discovery Bay are currently about 1,300 million gallons per year, which equates to an average daily demand of 3.6 million gallons per day.

Wastewater Services

The District provides wastewater collection, treatment and distribution services to approximately 5,800 homes and businesses located in the town. The wastewater treatment process goes through two (2) separate conveyance systems; Plant 1 and Plant 2. Wastewater Treatment Plant 1 is located just north of Highway 4, within the Discovery Bay Development area. Wastewater Treatment Plant 2 is located south of Highway 4 at the Town's eastern boundary. The two (2) plants are interconnected and are dependent upon each other for various functions.

In order to facilitate and transport the raw wastewater to the main wastewater treatment, the District utilizes 15 wastewater lift stations to move the waste through 50 miles of sewer mains. The plants are capable of producing an average of 1.8 million gallons of wastewater per day. The wastewater treatment plants currently include an influent pump station, influent screening, secondary treatment facilities using oxidation ditches, and ultraviolet (UV) disinfection prior to discharging the treated water into Old River.

The water and wastewater facilities are operated and maintained by Veolia Water N.A. under a multi-year agreement with the TODBCSD.

Parks and Landscaping Services

The District maintains all the public parks and publically owned landscaped areas in Discovery Bay. Over the past few years, the Board of Directors has established priorities to improve the landscape areas of Discovery Bay. Improvements can be seen throughout town, including the recently completed Discovery Bay Boulevard

landscape enhancement project. The District has also initiated a number of projects within our parks system, including the recent completion of the Ravenswood Park Splash Pad, and the new playground at Cornell Park.

The landscape areas in Discovery Bay are broken down into five (5) landscape zones. Two (2) of those zones are owned by the TODBCSD, with the remaining three (3) owned by Contra Costa County, and maintained under contract by the District. The five Landscaping & Lighting zones are:

Discovery Bay Landscape & Lighting Zone #8:

Zone 8 is owned and maintained by the Town of Discovery Bay CSD. This zone includes the landscape streetscape frontages along Highway 4, Clipper Drive, Discovery Bay Boulevard, Willow Lake Road, and a variety of smaller landscaped areas. Cornell Park & Roberta Fuss Tot Lot are also included in this zone.

Discovery Bay Landscape & Lighting Zone #9 (Ravenswood):

Zone 9 is owned and maintained by the Town of Discovery Bay CSD. This zone includes the landscape streetscape frontages along Wilde Drive and Poe Drive. Ravenswood Park is also included in this zone.

Contra Costa County Landscape & Lighting Zone #35:

Zone 35 is owned by Contra Costa County; but is maintained by Town Of Discovery Bay CSD. The zone includes the landscaped median islands on Bixler Road at the intersection of Highway 4, and a pedestrian pathway from the Sandy Cove Shopping Center to Newport Drive. There are also included two pedestrian bridges along the path.

Contra Costa County Landscape & Lighting Zone #57:

Zone 57 is owned by Contra Costa County; but is maintained by Town Of Discovery Bay CSD. This zone includes all landscaped streetscape frontages in and outside of the Centex Development, along Highway 4, a portion of Bixler Road, and two (2) small parking areas. Regatta Park is also included in this zone.

Contra Costa County Landscape & Lighting Zone #61:

Zone 61 is owned by Contra Costa County; but is maintained by Town Of Discovery Bay CSD. This zone includes landscaped streetscape frontages along a major portion of Bixler Road, Point of Timber Road, the Park & Ride lot, a portion of Newport Drive, Preston Drive and Slifer Drive. Slifer Park is also included in this zone.

Recreation Services

The Town of Discovery Bay Community Services District is also responsible for providing recreational activities to the residents of the District. The most important project currently underway related to recreation services is the proposed community center project. Once the community center is built, it is anticipated that community recreational programs and activities will take place within the new facility.

**Town of Discovery Bay Community Services District
Contra Costa County, California**



June 20, 2012

Dear Board of Directors,

I am pleased to submit to the Town of Discovery Bay Community Services District Board of Directors the financial plan for the fiscal year beginning July 1, 2012 and ending June 30, 2013.

This budget is balanced and presents a spending plan where revenues meet expenditures. The Board and public will be presented with a complete financial outlook of the district's finances relative to operating expenses and the day-to-day expenditures necessary to operate the district in an efficient manner. This budget also includes a Capital Improvement Program that continues to address the long-term capital needs of the District. A robust capital replacement fund represents an ongoing structural element of long term financial sustainability. I am pleased to report that for FY 2012-13 I have programmed \$500,000 into this fund covering capital assets such as vehicles, buildings, equipment, and underground infrastructure. The ongoing programming of these funds will play a critical role in the District's ability to plan for its long term financial planning needs. Additionally, I have included an allocation of \$858,768 to be placed in the District's Reserve Account.

This year's Operating and Maintenance Budget is increased over the current year, with a projected increase of \$586,437, or 24% due to the additional \$409,000 debt service obligation. The Capital Improvement Program Budget includes for the first time a five (5) year outlook. This change (from a one (1) year CIP) allows the Board and staff the opportunity to more effectively plan for future needs. It also provides the public an opportunity to see the projects that are programmed for the future.

At the Board Workshop that took place on January 14, 2012, the Board identified a number of goals for the coming year. Many of the following goals are either complete, or are in the process of being accomplished and should be finalized in the coming fiscal year. They are as follows:

Establish water conservation and education programs • Establish a FOG (Fats/Oils/Grease) program • Identify Earth Day as an annual community volunteer opportunity • Complete Phase 1 of the Dewatering Project • Obtain ownership of the County owned parks • Implement a leash-free park • Improve website accessibility • Finalize Community Center Plan • Provide for projects identified in the Water Master Plans • Complete Highway 4 east landscape project • Initiate and complete Clipper Drive landscape enhancement project

For this budget cycle, the Board again convened the Budget Review Committee. I would like to thank and acknowledge the members of the Fiscal Year 2012-13 Budget Review Committee: Director Mark Simon; Director Ray Tetreault; and at-large members Robert Graham; Judy Smith, and Rose Ann Solberg. The committee met four (4) times over a two (2) month period to review anticipated expenditures, revenues, and proposed capital projects. That committee completed their work and recommended the preliminary budget be submitted to the Board of Directors for consideration and adoption.

Also, this past year the District hired a new Finance Manager. The new Finance Manager has worked closely with the General Manager and staff to bring about positive change relative to the District's internal financial controls and reporting.

As the District continues to evolve and mature, staff initiated a number of administrative changes that enhance productivity, are financially relevant, improve internal financial controls or improve the ability of the District to conduct its business more efficiently. Some of these changes include the establishment of the District's Financial Reserve Policy and Investment Policy, respectively; and the revision and adoption of the District's Purchasing and Procurement Policy. Additionally, each District employee now has a comprehensive job description and a merit based performance review process has been implemented. Also in FY 2011-12, the Board adopted a revised set of District Bylaws and adopted a revised Board Policy. Overall, I believe the administrative functions of the District have witnessed a significant upgrade in internal controls and the manner in which we effectuate our service deliveries to the public.

Proposed FY 2012 – 13 Operating and Capital Improvement Program Budget	
Total O&M Budget	\$5,012,133
Total Capital Budget + Financed Capital Improvements	\$2,821,681
Total Infrastructure Replacement Fund	\$500,000
Contribution to Reserves	\$858,767
Grand Total Expense Budget	\$9,192,582
Grand Total Revenue	\$9,192,582

The Operating and Maintenance (O&M) section of the budget is proposed to be \$5,012,133. Increases to the Operating plan can be seen in Salary and Wages where it is proposed that an increase of \$35,000 be authorized over current year projected actuals. This increase represents a variety of factors, including properly accounting for payroll taxes, increased legal fees, accurately attributing staff time to landscape related activities, a 2% payroll increase, increased workers compensation expenses as well as an annual bond debt service payment. Other areas of increased spending in the O&M Budget include a more accurate reflection of expenditures based upon past years' historical data as well as current and future contractual obligations. This is evident in the increase to the contract with Veolia Water. Other notable increases can be seen in Travel and Education, Automotive and Supplies, and properly accounting for Info System Maintenance.

The District's website, www.todb.ca.gov, continues to be populated with relevant information, documents, and materials. The website went through a significant upgrade this past spring and the changes and ease of access and file location has proved to be more accessible for all users of the site. Staff will continue to populate the site with information that is appropriate to our mission.

Our long term contract with Veolia Water is now entering its second year. Dividends are obvious, and the overall Water and Wastewater Operation is being managed and supported by arguably the most qualified staff in the District's history. We look forward to continuing to develop our ongoing partnership with Veolia. Over the past year, the District has initiated or completed a number of parks and landscape projects. Some of these projects are relatively small in size and scope, while others are significantly more extensive. The two (2) largest Parks and Landscape projects completed in the past twelve (12) months include the Basketball court at Regatta Park, Cornell Park improvements to the children's play structure; horseshoe pits and bocce ball court as well as resurfacing of the tennis courts. There have been many other landscape beautification projects throughout town including the Discovery Bay Boulevard east planting project.

The Capital Improvement Program (CIP) proposes expenditures of \$2,821,681, with a large portion of those needs derived from the Water and Wastewater Master Plan studies. Those studies have been previously accepted by the Board of Directors during FY 2011-2012. Staff has included a number of the projects contained in those plans for implementation or design in FY 2012-13 with construction beginning in FY 2013-2014.

As previously discussed, this budget also includes \$500,000 in Infrastructure Replacement funds for above and below ground infrastructure needs. The addition of the Infrastructure Replacement Fund was specifically addressed as a positive addition to the budget by the District's independent auditors.

In Fiscal Year 2010-2011, the Board directed staff to initiate a long term Water Master Plan and a Wastewater Master Plan to help identify the long term capital needs of the District. The Fiscal Year 2012-2013 Capital Improvement Budget includes the approved master plan. In the 2012-13 year design and planning has been budgeted for with construction to begin in fiscal year 2013 forward.

On June 6, 2012, the District's Board of Directors authorized the first steps in what will become the beginning of the implementation phase for those projects included in the Master Plans. The action taken to initiate a long term financing consisting of Lease Revenue Bonds to facilitate the construction and implementation of approximately \$13M to \$14M +/- in projects will provide a long term sustainable infrastructure for years to come.

As I indicated earlier, this budget represents a budget where revenues match expenditures. For Fiscal Year 2012-13, while there are a number of recommended changes, however, from an operational standpoint, this budget accurately projects a "status quo" budget. The attached FY 2012-13 Operating, Capital, Capital Replacement and Revenue Budget represents a spending plan that is sustainable based upon projected revenues meeting projected expenditures of \$9,192,582. This budget document is the culmination of considerable effort on behalf of staff as well as the FY 2012-13 Budget Review Committee. Key to the preparation of this budget was to ensure all carry-over projects are properly accounted for, that revenue projections are based upon historic and anticipated revenues, and that spending is prudent and sensible. These budget totals reflect Encumbrance(s) Carry Over (re-Budgeted fees) of \$94,000 for O&M and \$762,842 for Capital Improvement Projects that are either under construction or pushed into FY 2012-13.

In August of 2011, the Board of Directors adopted a two (2) year water and sewer rate structure that resulted in a revenue stream capable of meeting the District's financial obligations while accounting for the capital needs that are necessary to operate the District's infrastructure.

The primary sources of revenues are derived from Property Tax charges for water and wastewater usage, charges for commercial sewer and water and charges for residential water service. The remaining revenue sources can be attributed to miscellaneous reimbursements, charges and fees.

Revenues are projected to be \$9,192,582 and includes the aforementioned projected rate increase.

There are not any staffing changes proposed for the coming year, and the number of Full Time Equivalent (FTE) remains the same as the current fiscal year. The FY 2012-13 Position Schedule is attached and is a part of the proposed budget.

This budget is a budget where revenues meet expenditures, where staffing levels do not change, and where service levels continue to improve. More importantly, however, it begins the multi-year process of ensuring that the District's infrastructure needs continue to be met while offering a strategic look at the overall assets of the District.

I would like to thank my staff for all of their assistance that went into this budget, especially Virgil Koehne, Fairin Perez, Dina Breitstein, and Calista Anderson. Their efforts are appreciated and I am grateful for their assistance.

Respectfully submitted,

Rick Howard
General Manager

*Town of Discovery Bay Community Services District
Contra Costa County, California*



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Town of Discovery Bay CSD
2012-2013 Program Summary

Department:	General Manager
Program Area:	Administration

Program Description:

The Town of Discovery Bay CSD Administration Department is comprised of the Administration and Finance functions and operates under the Board of Directors where the Board of Directors acts as the legislative policy making body and the General Manager serves as the administrative head of the District. The Administration Program provides information necessary for the Board of Directors to establish priorities and make well-informed decisions on policy matters. In addition, this program provides staff support for ad hoc or advisory committees formed by the Board of Directors on an as-needed basis. In general, the Administration program supports and directs all departments, enabling them to carry out day-to-day operations, services and planning efforts.

Accomplishments, 2011-2012:

- Continue to forward information to the Board as necessary and in a timely fashion
- Implemented "Agenda Forecast" sheet to track status of agenda reports and district business items to ensure items don't "fall through the cracks"
- Reorganized and upgraded Financial Services Division and hired Finance Manager
- Updated Purchasing & Procurement Policy
- Updated and revised Board Bylaws and Board Policy
- Worked with the Budget Review Committee to produce a budget that was adopted on time
- Created a new budget document with enhanced budget contents
- Worked with Community Center Committee to develop a comprehensive set of recommendations to the Board
- Worked with Communications Committee to develop a comprehensive set of recommendations to the Board
- RFP for new Audit services
- Established vehicle fuel/maintenance tracking report program
- Successful SDRMA site inspection audit

- Development of emergency plan (currently under review)
- Development of safety manual
- Establishment of comprehensive employee job descriptions
- Developed new and comprehensive employee performance reviews
- Updated website with numerous documents and information for public review

Objectives, 2012-2013:

1. Review issues, policies in regards to internal controls
2. Review processes and look for areas for automation specifically Agenda Preparation



Town of Discovery Bay CSD
2012-2013 Program Summary

Department:	Financial Services
Program Area:	Administration

Program Description:

The Town of Discovery Bay CSD Administration Department is comprised of the Administration and Finance functions and operates under the Board of Directors where the Board of Directors acts as the legislative policy making body and the General Manager serves as the administrative head of the District. The Finance program operates a governmental accounting, reporting and records maintenance system that provides financial information to both as well as external users and internal management. This program controls and monitors the receipt and disbursement of public funds in compliance with statutory requirements and professional accounting standards. This program also has the responsibility for coordinating all external auditing functions including the annual financial audit and audits by all outside agencies. The Finance function is responsible for the continuing development of financial accounting software and implementation of new technology to increase efficiency in accounting processes and to improve both internal and external reporting. This program also oversees the implementation of any new accounting pronouncements by the Governmental Accounting Standards Board (GASB). The payroll function of this program processes payroll for all District employees including interfacing with the District's payroll service provider and assuring compliance with all regulatory requirements, laws and District policies pertaining to payroll.

Accomplishments, 2011-2012:

- As part of an overall effort to improve productivity, the Administration Department added a new position in 2011-2012. The Finance Manager enables the District to have a qualified staff that has knowledge of Generally Accepted Accounting Principles and adequately prepare financial statements.

- To further increase productivity Administration Staff has purchased and begun the implementation of a new Financial Software System to maintain growth and need for fiscal conservatism.
- Developed the Investment and Reserve policies to ensure stability and internal controls, as well as created processes and procedures such as the Disposition of Surplus property.

Objectives, 2012-2013:

1. Review issues, policies in regards to internal controls
2. Streamline and review issues with Datamatic Corp. who provides wireless services for our water meter reads and billing system.
3. Fully implement new Caselle Financial Suite Software
4. Review processes and look for areas for automation such as filing and financial reporting.
5. Provide staff training pertaining to financial and billing systems, educational requirements as well as staff development training.
6. Develop procedures pertaining to financial reporting, including preparing a month end reporting.
7. Develop more comprehensive financial reporting models.



Town of Discovery Bay CSD
2012-2013 Program Summary

Department :	Public Services
Program Area:	Wastewater

Program Description:

The Town of Discovery Bay Wastewater Program provides for the collection, conveyance, treatment and discharge of treated effluent. Specifically, the Wastewater Program provides information necessary for the Board of Directors to establish priorities and make well-informed decision in regards to the Town's wastewater matters. In addition, this program provides staff support for ad hoc or advisory committees formed by the Board of Directors on an as-needed basis. In general, the Water program supports and directs the wastewater contractor, enabling them to carry out day-to-day operations, services and planning efforts. In addition, this program negotiates, administers, implements, and approves contracts for the provision of municipal services.

Accomplishments, 2012-2013:

- Initiated Multiyear bio-solids handling Construction Project
- UV command System Shade Structure completed
- Completed Wastewater Master Plan and conducted workshop
- Entered into contract with HERWIT Engineering for ongoing District Engineer services

Objectives, 2012-2013:

1. Start Design work on adding a new Oxidation Ditch, Clarifier and headwork's splitter box, for Plant #2.
2. Start design work to rehab Lift Station W, located at Plant #1, which will utilize "emergency" 10-million gallon holding lagoon.
3. Rehabilitate sewer manholes in the District, as necessary.



Town of Discovery Bay CSD
2012-2013 Program Summary

Department:	Public Services
Program Area:	Water Quality

Program Description:

This Program provides water production, treatment & distribution to approximately 6,000 homes and businesses. Specifically, the Water Program provides information necessary for the Board of Directors to establish priorities and make well-informed decision in regards to the Town's water matters. The Water Quality program is responsible for the enforcement of regional water quality regulations. Response procedures have been developed to react to citizen water quality complaints and to pursue violations observed in the field. The program also assists with the development of water quality educational materials and outreach.

Accomplishments, 2011-2012:

- Completed Water Master Plan and conducted workshop
- Development of a "Monitoring Well" program with real-time measurements of current water levels.
- Replace filter media, for Filter vessel A & B at Willow Lake Site.
- Utilizing divers, inspect inside of all water storage tanks (with positive findings)

Objectives, 2012-2013:

1. Plan and initiate construction of Well 7
2. Plan for first segment of water main replacement.
3. Chemical Room upgrade at Willow Lake Location



Town of Discovery Bay CSD
2012-2013 Program Summary

Department:	Parks & Landscaping Services
Program Area:	Parks & Landscaping

Program Description:

The Parks and Landscaping Program provides for the planning, maintenance & capital needs of the parks & landscaping network in Discovery Bay. Specifically, the Parks & Landscaping Program provides information necessary for the Board of Directors to establish priorities and make well-informed decision in regards to the Town's parks and landscaping matters. This program provides a comprehensive maintenance and rehabilitation program for 5 parks and the streetscapes inside Discovery Bay. In addition the maintenance and rehabilitation program includes repair and maintenance of the parks within Zones 8, 9, 35, 57, 61 and the Park n Ride area. This program conducts preventative maintenance on streetscapes, which includes design and planting and ensuring proper drainage. This program maintains and replaces all plants and trees to ensure health, vitality and visual appeal as well as maintains inventory lists annually to project funding and scheduling of future repairs, projects and replacement.

Accomplishments, 2011-2012:

- Completion of Cornell Park Playground Renovation Project
- Renovated Tennis Courts, Cornell Park
- Removal and Reinstallation of Regulation Size Horse Shoe Pits, Cornell Park
- Renovation of Bocce Courts, Cornell Park
- Tot Lot Removal, Cornell Park
- Installation of new landscaping along Discovery Bay Blvd. (East), In House
- Completion of Regatta Park Basketball Court Construction Project
- Irrigation upgrades, improved water efficiency – Slifer & Regatta Parks
- Successful management and continued coordination of EBRPD WW Grant Funds
- Coordination of community planting and clean-up project (Earth Day), Over 115 trees to Slifer Park and surrounding area.
- Completed first winterization and restart of Ravenswood Splash Pad.
- Completed Draft 5 Year CIP budgets - Zones 8, 9

- Completed and coordinated with Contra Costa County on the environmental review process and design approval for Slifer Park Shade Structures.

Objectives, 2012-2013:

1. Successfully complete all approved Capital Improvement Projects on time and within budget.
 - Slifer Park Shade Structure(s) Addition Project
 - Slifer Park Playground Surfacing Upgrade
 - Zone 35 Pedestrian Pathway resurfacing
 - Clipper Drive Planting Improvement Project
 - Cornell Park Pickle Ball Court Addition Project
 - Cornell Park Splash Pad Project
 - Cornell Park Lighting (Solar) Replacements
 - Cornell Park Bench and Picnic Table upgrades
 - Newport Drive Planting Improvements
 - Point of Timber Planting Improvements
2. Implement staff training programs; pesticide safety, parks and recreation management, Oasis irrigation management, arborist certifications, equipment safety protocol.
3. Scan all final landscape and irrigation plan sets to allow for paperless accessibility.
4. Continue to track and manage landscape water usage; improve efficiency rates and water conservation.
5. Collaborate internally to integrate and transfer all Landscape Zones financial tracking to Accounting Department.
6. Continue to manage current approved Grant programs; research and seek out additional funding sources (qualifying grants, sponsorships, etc.).

**Town of Discovery Bay Community Services District
Contra Costa County, California**



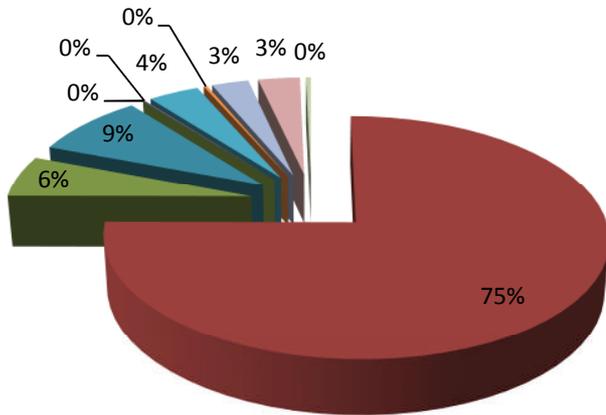
Revenues – “Where the money comes from”

The following table identifies the various sources of revenue that can be anticipated during the course of the coming fiscal year. As is evident in the table, the primary sources of revenues are derived from Property Tax charges for water and wastewater usage, charges for commercial sewer and water and residential water service fees. The remaining revenue sources can be attributed to miscellaneous reimbursements, charges and fees.

Of the approximately 5,000 residential and commercial properties in Discovery Bay, roughly 2,200 are billed for water use through meters. The remaining 2,800 properties are scheduled to receive water meters prior to the state mandated date of 2024.

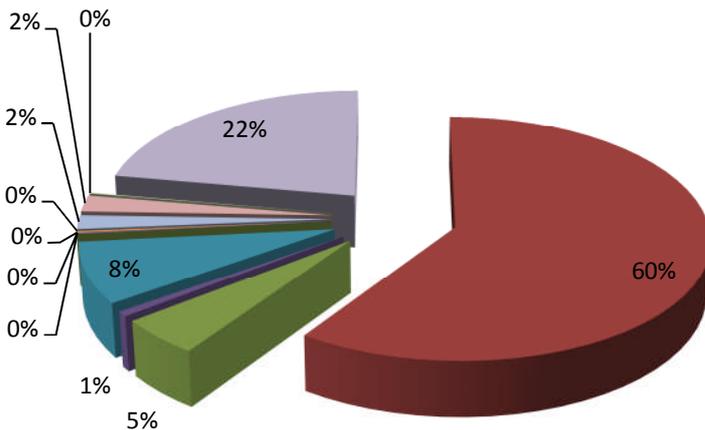
REVENUE PROJECTIONS - DRAFT Fiscal Year 2011-12 Account Description	2011/2012 BUDGET	2011/2012 Actuals APR'12	2011/2012 ACTUALS	2010/2011 Year End Variance	2012/2013 Budget
Revenue					
General Fund	\$0	\$0	\$0	\$0	\$0
Property Tax Revenue	\$4,754,252	\$4,754,252	\$4,754,252		\$5,476,000
Commercial Water & Sewer	\$365,266	\$171,895	\$365,266		\$450,000
Residential Water	\$436,381	\$455,306	\$545,306	\$108,925	\$756,000
Large User Back Billing	\$0	\$0	\$0		\$62,000
Sewer/Water Permits	\$0	\$0	\$0		\$0
Sewer Capacity Fee	\$0	\$0	\$0		\$0
Water Capacity Fee	\$0	\$0	\$0		\$0
Investments/CCC	\$10,000	\$58	\$58	-\$9,942	\$0
Misc. Reimbursements	\$10,000	\$7,234	\$7,234	-\$2,766	\$10,000
Misc Receivables	\$2,000	\$2,555	\$243,555	\$241,000	\$2,000
EE Group Insurance Contributions	\$17,052	\$0	\$17,052		\$17,500
Landscape Related Payroll Reimbursements	\$176,810	\$92,134	\$176,810		\$169,500
Landscape Related Reimbursements	\$200,000	\$140,887	\$200,000		\$200,000
Landscape Related Group Ins (Partial EE Reimb)	\$23,600	\$0	\$23,600		\$10,900
Proceeds from Financing	\$0	\$0	\$0		\$2,038,681
GRAND TOTAL REVENUE	\$5,995,361	\$5,624,320	\$6,333,133	\$337,772	\$9,192,581

FY 2011-2012 Projected Revenue Actuals \$6.333M



- General Fund \$00
- Property Tax Revenue (unmetered water & ww) \$4.754M
- Commercial Water & Sewer Metered \$365K
- Lrg User Back Billing
- Residential Water Metered \$545K
- Sewer/Water Permits \$00
- Sewer Capacity Fee \$00
- Water Capacity Fee \$00
- Investments/CCC \$00
- Misc. Reimbursements \$7K
- Misc Receivables \$2K
- EE Group Insurance Contributions \$17K
- Landscape Related Payroll Reimbursements \$177K
- Landscape Related Reimbursements \$200K
- Landscape Related Group Ins (Partial EE Reimb) \$24K

FY 2012-2013 Revenue \$9.192



- General Fund \$00
- Property Tax Revenue (unmetered water & ww) \$5.5M
- Commercial Water & Sewer Metered \$450K
- Lrg User Back Billing \$62K
- Residential Water Metered \$756K
- Sewer/Water Permits \$00
- Sewer Capacity Fee
- Water Capacity Fee \$00
- Investments/CCC \$00
- Misc. Reimbursements \$10K
- Misc Receivables \$2K
- EE Group Insurance Contributions \$18K
- Landscape Related Payroll Reimbursements \$170K
- Landscape Related Reimbursements \$200K
- Landscape Related Group Ins (Partial EE Reimb) \$11K
- Proceeds from Financing \$2M

***Town of Discovery Bay Community Services District
Contra Costa County, California
Operations and Maintenance Budget***



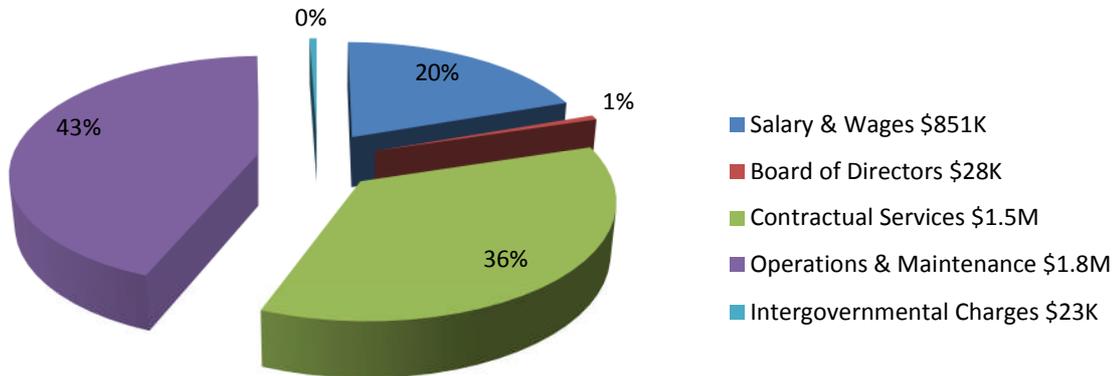
The Operations and Maintenance Budget for the Fiscal Year 2012-13 represents the day-to-day spending plan that meets the needs of the District and keeps it running smoothly and efficiently. The proposed plan was developed by forecasting actual historical expenses and known costs and integrating that data into a fiscal spending plan that best represents anticipated future expenditures.

For FY 12-13 the O&M budget remains essentially the same as FY 2011-2012. The Operations and Maintenance (O&M) program has a proposed spending plan of \$5,012,133 which represents an increase of \$586,437 or 24% over FY 2011-2012. This is the result of including first time debt service payments in FY 2012-2013 of \$409,000. Increases to the O&M program are evident in the Contractual Services section where an increase of \$43,500 is proposed over current year projected actuals for Legal Service and a \$9,000 increase for Election Expense; and a \$17,000 increase in Liability and Property Insurance. This increase represents a variety of factors, including properly accounting for Insurances, accurately attributing to consulting activities in regards to the Water and Wastewater Master Plan. Overall, however, staffing is projected to continue with the same number of Full Time Equivalent (FTE) as the current fiscal year.

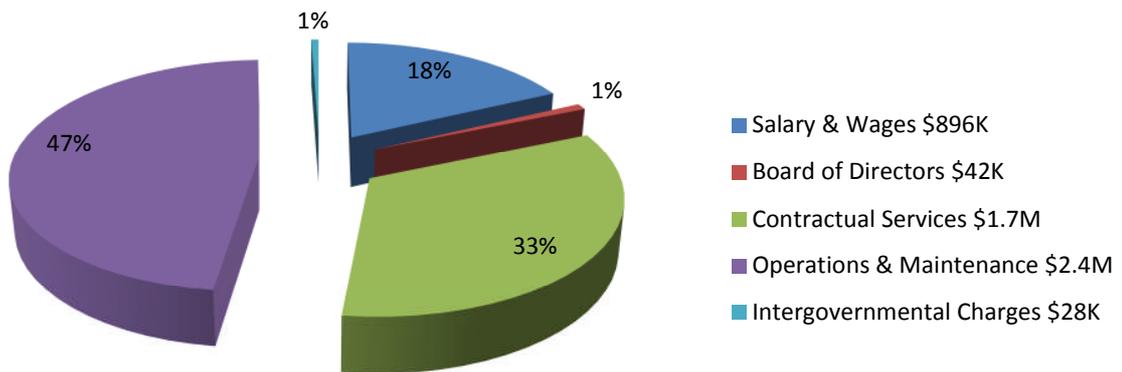
The Town of Discovery Bay CSD created a Public Financing Authority and was issued a bond of \$14,150,000 in revenue proceeds to be utilized over the next 3-4 fiscal years to finance the water and wastewater master plan capital projects. A debt service schedule has been developed and for FY 2012-2013 the planned debt payment is \$409,000.

Account Description	2010/2011 ACTUALS	2011/2012 BUDGET	2011/2012 Actuals	2012/2013 Budget	Variance
Salary & Wages					
Salary & Wages	\$664,145	\$531,551	\$433,350	\$567,000	\$35,449
Payroll Liabilities	\$0	\$53,655	\$38,746	\$61,000	\$7,345
Group Insurance	\$30,001	\$44,400	\$49,076	\$38,400	(\$6,000)
Workers Comp	\$4,458	\$8,000	\$14,861	\$16,000	\$8,000
457 B Plan				\$15,700	\$15,700
Auto Allowance		\$4,200	\$3,850	\$4,200	\$0
Reimbursement of Wages		\$157,737	\$128,596	\$149,000	(\$8,737)
Reimbursed Wages - Liabilities	\$0	\$16,073	\$11,607	\$16,000	(\$73)
Reimbursed Insurance		\$23,600	\$13,602	\$5,100	(\$18,500)
Reimbursed 457B Plan				\$5,800	\$5,800
Temporary Employees	\$0	\$0	\$0	\$8,400	\$8,400
Sub Total	\$698,604	\$847,216	\$693,688	\$896,600	\$49,384
Board of Directors					
Board of Directors Compensation	\$25,983	\$36,000	\$21,800	\$36,000	\$0
Board of Directors Travel & Meetings		\$2,500	\$1,636	\$3,750	\$1,250
Board of Directors Training & Education	\$3,459			\$2,000	\$2,000
Sub Total	\$29,442	\$38,500	\$23,436	\$41,750	\$3,250
Contractual Service					
Outside Services	\$1,412,048	\$1,480,000	\$1,328,365	\$1,516,400	\$36,400
Legal	\$71,347	\$80,000	\$73,600	\$123,500	\$43,500
Accounting	\$23,380	\$30,000	\$28,133	\$27,150	(\$2,850)
Sub Total	\$1,506,775	\$1,590,000	\$1,430,098	\$1,667,050	\$77,050
Operations & Maintenance					
Travel & Meetings	\$6,918	\$3,000	\$3,024	\$7,500	\$4,500
Training & Education	\$3,459			\$7,000	\$7,000
Dues & Subscriptions				\$500	\$500
Memberships	\$6,023	\$17,500	\$8,990	\$18,000	\$500
CSD Sponsored Events				\$5,500	\$5,500
PR, Advertising & Elections	\$5,281	\$0	\$9,000	\$9,000	\$9,000
Public Communications and Notices	\$7,625	\$5,000	\$2,828	\$5,000	\$0
Telecommunications	\$15,577	\$11,300	\$15,678	\$17,600	\$6,300
Materials	\$0	\$0	\$0	\$0	\$0
Automotive/Supplies & Repairs	\$32,983	\$20,000	\$21,418	\$30,000	\$10,000
Repairs & Maintenance	\$843,296	\$698,500	\$553,077	\$707,700	\$9,200
Office Supplies	\$22,644	\$11,500	\$12,118	\$11,500	\$0
Rent & Facility Expense	\$27,269	\$25,500	\$36,958	\$39,500	\$14,000
Insurance	\$0	\$50,000	\$54,628	\$67,033	\$17,033
Permits & Fees	\$60,889	\$65,000	\$34,535	\$65,100	\$100
Utilities	\$741,956	\$705,000	\$622,203	\$705,000	\$0
Chemicals	\$99,290	\$100,000	\$66,146	\$62,500	(\$37,500)
Freight	\$0	\$0	\$0	\$2,500	\$2,500
Other	\$160,538	\$209,000	\$202,412	\$618,000	\$409,000
Sub Total	\$2,033,748	\$1,921,300	\$1,643,015	\$2,378,933	\$457,633
Inter-Governmental Charges					
Inter-Governmental Charges	\$20,262	\$28,680	\$23,071	\$27,800	(\$880)
Interest Expense				\$0	\$0
Depreciation Expense				\$0	\$0
Gain or Loss Disposal/Sale of Assets				\$0	\$0
Sub Total	\$20,262	\$28,680	\$23,071	\$27,800	(\$880)
O&M Encumbrance(s) Carry Over (Re-budgeted)				\$ 94,000	
Total O&M	\$4,288,831	\$4,425,696	\$3,813,308	\$5,012,133	\$586,437
Total Capital Plus Encumbrance(s) Carry Over (Re-budgeted) Capital	\$4,288,831	\$4,425,696	\$3,813,308	\$5,106,133	

FY 2011-2013 Projected O&M Actuals \$4.35M



FY 2012-2013 O&M Budget \$5.012M



***Town of Discovery Bay Community Services District
Contra Costa County, California
Capital Improvement Program Budget***



The Capital Improvement Program for Fiscal Year 2012-2013 is valued at \$3,321,681 and includes funding necessary to properly service, maintain and support the basic functions of District operations, design for the two (2) CIP Water & Wastewater Master Plans as well as \$800,000 for the approved CIP Solids Improvements, Phase 1: New Solar Dryers and 2 Belt Presses project started in FY 2011-2012.

The CIP is broken down into Six (6) distinct areas – Wastewater Capital Improvements; Wastewater Structures & Improvements; Water Capital Improvements; Water Structures & Improvements; Equipment; and Infrastructure Replacement. All of the projects that are included as a part of the CIP represent projects that continue to maintain existing infrastructure, as well as preparing to accommodate future development.

The Water and Wastewater Master Plans that were commissioned late in fiscal year 2010-2011 were completed, have been reviewed by the Board of Directors and were accepted. Future residential and commercial development in Discovery Bay will determine the timing of any capital improvements necessary to accommodate any new growth.

Equipment: Capital

There are Three Equipment purchases listed for Administration, Water and Wastewater departments totaling \$105,000. These Equipment purchase are as follows; Electronic Message Board \$70,000; Boom Lift (cost split between the Parks & Landscaping and Water and Wastewater Departments) \$25,000; and Security Cameras for the Water and 1 Wastewater Treatment Plants \$10,000.

Wastewater– Capital Improvements and Structures & Replacements

The Wastewater CIP and Structures & Replacements represent Eight (8) projects at a total combined cost of \$463,000; of which \$18,000 is allocated for rehabbing the manholes and \$60,000 for Spare NTU sensors. Included in the CIP is \$762,842 in carry-over funds necessary to close out the remainder of projects associated with the FY 2011-2012.

Water Capital Improvements and Structures & Replacements

The CIP for Domestic Water production includes Five (5) projects at total combined cost of \$436,400. The projects include \$221,400 for design of Well 7 which will be financed.

Infrastructure Replacement Fund

The addition of the Infrastructure Replacement Fund allocates \$500,000 in four distinct areas: Sewer Infrastructure; Pumps and Motors Replacement; Water Infrastructure; and Facilities and Vehicles Replacement.

Financing Authority Projects (Bond)

There Financing Authority Projects are funded by the recent bond revenue proceeds of \$2,038,618 of which \$1,817,281 is for Wastewater Master Plan design work in FY 2012-2013 with planned construction starting in fiscal year 2013-2014. \$221,400 is allocated for Water Master Plan projects for design work also in fiscal year 2012-2013 with planned construction in FY 2013-2014. \$800,000 is allocated for Solids Improvements. Phase 1: New Solar Dryers and 2 Belt Presses approved in FY 2011-2012. Additions to the financed projects are the Lift Station F Rehab for \$67,500 for design work and UV Bank for \$250,000.

FY 2012-2013 Capital Improvement Budget					
Account Description	2010/2011 ACTUALS	2011/2012 BUDGET	2011/2012 ACTUALS	2012/2013 Budget	Variance
Equipment	\$ -	\$ -	\$ -	\$ 105,000	\$ -
Electronic Message Board				\$ 70,000	
Boom Lift				\$ 25,000	
Security Camera's				\$ 10,000	
CIP wastewater	\$ -	\$ 1,125,665	\$ 457,316	\$ 310,000	\$ -
Secondary Effluent Pump Station Modifications					
Secondary Effluent Equalization					
Effluent Filtration					
Revise UV Disinfection Weirs					
Conduct UV Disinfection Viral Bioassay Test			\$ 50,000		
Upgrade UV Disinfection					
Add Pump to Export Pump Station					
Solids Improvements, phase 2: One New Solar Dryer					
Collection System Pump Station Improvements				\$ 110,000	
SCADA Improvements				\$ 150,000	
Fiber to Plant 1				\$ 50,000	
CIP Water	\$ -	\$ 124,000	\$ 115,000	\$ 251,400	\$ -
Source Capacity					
Well 7			\$ 40,000	\$ 221,400	
Well 8					
Well 1B pump Equipment Upgrade				\$ 30,000	
Treatment Filter at Willow Lake					
er unit at Willow Lk WTP vessel, media, foundation, all new face piping & controls					
New Backwash Tank at Willow Lk WTP piping modifications & foundation					
New Recycle Pumps at Willow Lk WTP 3 pumps, piping & controls					
Recycle Pump Upgrade - Newport					
Structures & Improvements Wastewater	\$ -	\$ -	\$ -	\$ 1,652,781	\$ -
Influent Pump Station Modifications				\$ 58,882	
RE-Activate Pump Station W				\$ 21,319	
Emergency Storage Facilities				\$ 14,580	
Splitter Box, OX ditch, Clarifier, RAS pumps at Plant 2, standby Aerators				\$ 605,000	
Reverse Osmosis Facilities					
Solids Improvements, Phase 1: New Solar Dryers and 2 Belt Presses			\$ 800,000	\$ 800,000	
Rehab Manholes				\$ 18,000	
Raise Manholes				\$ 10,000	
Spare NTU Sensor				\$ 60,000	
Road Crossing Ramps				\$ 15,000	
Salinity Project				\$ 50,000	
Lift Station F Rehab				\$ 67,500	
UV Bank				\$ 250,000	
Structures & Improvements Water	\$ -	\$ -	\$ -	\$ 185,000	\$ -
Water Distribution System					
Replace 8-in mainline w/new 16-in C905 - willow lk from Disco Blvd to Beaver Ln				\$ 150,000	
Storage Tanks					
New Water Storage Tank - Newport WTP					
Willow Lake WTP Chemical Room Upgrade				\$ 25,000	
Security Door Locks				\$ 10,000	
Infrastructure Replacement Fund	\$ -	\$ 320,000	\$ 320,000	\$ 500,000	\$ -
Sewer Infrastructure Replacement Program		\$ 150,000	\$ 150,000	\$ 200,000	
Pumps/Motors Replacement Fund Program		\$ 40,000	\$ 40,000	\$ 50,000	
Water Infrastructure Replacement Program		\$ 100,000	\$ 100,000	\$ 200,000	
Facilities & Vehicles Replacement Fund		\$ 30,000	\$ 30,000	\$ 50,000	
Encumbrance(s) Carry Over (Re-budgeted) Capital				\$ 762,842	
Capital Totals	\$ 856,610	\$ 1,569,665	\$ 892,316	\$ 1,283,000	
Bond Financed Totals				\$ 2,038,681	
Growth Induced Totals					
Total Capital	\$ -	\$ 1,569,665	\$ 892,316	\$ 3,321,681	\$ 1,752,016
Total Capital Plus Encumbrance(s) Carry Over (Re-budgeted) Capital	\$ -	\$ 1,569,665	\$ 892,316	\$ 4,084,523	\$ 1,752,016

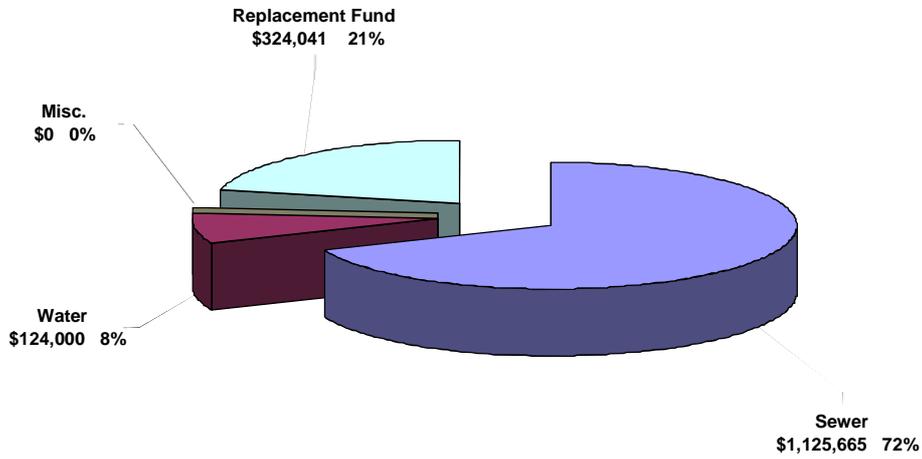
FY 2012-2013 Five Year Capital Improvement Budget Plan

Account Description	Proposed 2013/2014 Budget	Proposed 2014/2015 Budget	Proposed 2015/2016 Budget	Proposed 2016/2017 Budget	SUM 12/13-16/17
Equipment	\$ -	\$ -	\$ -	\$ -	\$ 105,000
Electronic Message Board					\$ 70,000
Boom Lift					\$ 25,000
Security Camera's					\$ 10,000
CIP wastewater	\$ 335,000	\$ 816,400	\$ 4,221,300	\$ 2,211,300	\$ 7,894,000
Secondary Effluent Pump Station Modifications			\$ 250,000		\$ 250,000
Secondary Effluent Equalization			\$ 680,000		\$ 680,000
Effluent Filtration	\$ 461,400		\$ 2,076,300	\$ 2,076,300	\$ 4,614,000
Revise UV Disinfection Weirs					\$ -
Conduct UV Disinfection Viral Bioassay Test					\$ -
Upgrade UV Disinfection	\$ 120,000	\$ 1,080,000			\$ 1,200,000
Add Pump to Export Pump Station	\$ 100,000				\$ 100,000
Solids Improvements, phase 2: One New Solar Dryer					\$ -
Collection System Pump Station Improvements	\$ 135,000	\$ 135,000	\$ 135,000	\$ 135,000	\$ 650,000
SCADA Improvements	\$ 200,000				\$ 350,000
Fiber to Plant 1					\$ 50,000
CIP Water	\$ 648,020	\$ 1,652,380	\$ 1,161,200	\$ 28,800	\$ 3,741,800
Source Capacity					\$ -
Well 7	\$ 627,300	\$ 627,300			\$ 1,476,000
Well 8		\$ 758,000	\$ 758,000		\$ 1,516,000
Well 1B pump Equipment Upgrade					\$ 30,000
Treatment Filter at Willow Lake					\$ -
er unit at Willow Lk WTP vessel, media, foundation, all new face piping & controls	\$ 20,720	\$ 238,280			\$ 259,000
New Backwash Tank at Willow Lk WTP piping modifications & foundation		\$ 28,800	\$ 331,200		\$ 360,000
New Recycle Pumps at Willow Lk WTP 3 pumps, piping & controls			\$ 72,000		\$ 72,000
Recycle Pump Upgrade - Newport				\$ 28,800	\$ 28,800
Structures & Improvements Wastewater	\$ 4,473,390	\$ 4,212,210	\$ 1,375,500	\$ -	\$ 12,463,881
Influent Pump Station Modifications	\$ 981,360				\$ 1,040,242
RE-Activate Pump Station W	\$ 355,320				\$ 376,639
Emergency Storage Facilities	\$ 114,210	\$ 114,210			\$ 243,000
Splitter Box, OX ditch, Clarifier, RAS pumps at Plant 2, standby Aerators	\$ 2,722,500	\$ 2,722,500			\$ 6,050,000
Reverse Osmosis Facilities					\$ -
Solids Improvements, Phase 1: New Solar Dryers and 2 Belt Presses	\$ 300,000	\$ 1,375,500	\$ 1,375,500		\$ 3,851,000
Rehab Manholes					\$ 18,000
Raise Manholes					\$ 10,000
Spare NTU Sensor					\$ 60,000
Road Crossing Ramps					\$ 15,000
Salinity Project					\$ 50,000
Lift Station F Rehab	\$ 432,500				\$ 500,000
UV Ba nk					\$ 250,000
Structures & Improvements Water	\$ 250,000	\$ 336,400	\$ 1,743,600	\$ 610,960	\$ 3,125,960
Water Distribution System					\$ -
Replace 8-in mainline w/new 16-in C905 - willow lk from Disco Blvd to Beaver Ln	\$ 250,000	\$ 250,000	\$ 750,000	\$ 610,960	\$ 2,010,960
Storage Tanks					\$ -
New Water Storage Tank - Newport WTP		\$ 86,400	\$ 993,600		\$ 1,080,000
Willow Lake WTP Chemical Room Upgrade					\$ 25,000
Security Door Locks					\$ 10,000
Infrastructure Replacement Fund	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 2,000,000
Sewer Infrastructure Replacement Program	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 800,000
Pumps/Motors Replacement Fund Program	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 200,000
Water Infrastructure Replacement Program	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 800,000
Facilities & Vehicles Replacement Fund	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 200,000

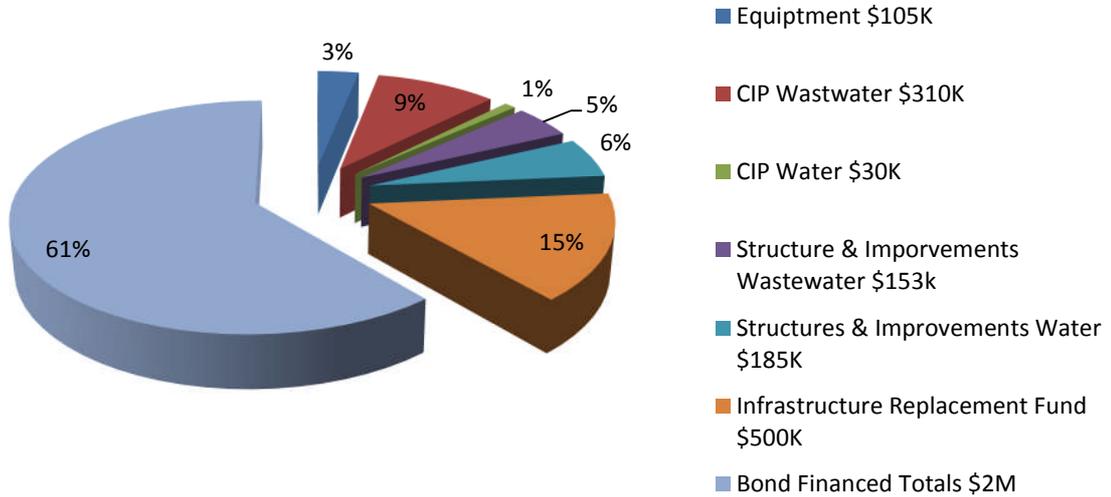
Encumbrance(s) Carry Over (Re-budgeted) Capital					\$ 762,842
Capital Totals	\$ 1,085,000	\$ 1,643,000	\$ 2,143,000	\$ 1,245,960	\$ 7,399,960
Bond Financed Totals	\$ 5,533,190	\$ 4,839,510	\$ 1,375,500		\$ 13,786,881
Growth Induced Totals	\$ 20,720	\$ 1,034,880	\$ 5,483,100	\$ 2,105,100	\$ 8,643,800
Total Capital	\$ 6,638,910	\$ 7,517,390	\$ 9,001,600	\$ 3,351,060	\$ 29,830,641
Total Capital Plus Encumbrance(s) Carry Over (Re-budgeted) Capital	\$ 6,638,910	\$ 7,517,390	\$ 9,001,600	\$ 3,351,060	\$ 30,593,483

CAPITAL IMPROVEMENT PROGRAM

FY 2011/2012



FY 2012 -2013 CIP \$3.322M



***Town of Discovery Bay Community Services District
Contra Costa County, California
Parks and Landscape***



The District maintains all the public parks and publically owned landscaped areas in Discovery Bay. The landscape areas in Discovery Bay are broken down into five landscape zones. Two of those zones are owned by the Town of Discovery Bay CSD, with the remaining three owned by Contra Costa County, and maintained under contract by the District. The five Landscaping & Lighting zones are:

Discovery Bay Landscape & Lighting Zone #8:

Zone 8 is owned and maintained by the Town of Discovery Bay CSD. This zone includes the landscape streetscape frontages along Highway 4, Clipper Drive, Discovery Bay Boulevard, Willow Lake Road, and a variety of smaller landscaped areas. Cornell Park & Roberta Fuss Tot Lot are also included in this zone.

Discovery Bay Landscape & Lighting Zone #9 (Ravenswood):

Zone 9 is owned and maintained by the Town of Discovery Bay CSD. This zone includes the landscape streetscape frontages along Wilde Drive and Poe Drive. Ravenswood Park is also included in this zone.

Contra Costa County Landscape & Lighting Zone #35:

Zone 35 is owned by Contra Costa County; but is maintained by Town Of Discovery Bay CSD. The zone includes the landscaped median islands on Bixler Road at the intersection of Highway 4, and a pedestrian pathway from the Sandy Cove Shopping Center to Newport Drive. There are also included two pedestrian bridges along the path.

Contra Costa County Landscape & Lighting Zone #57:

Zone 57 is owned by Contra Costa County; but is maintained by Town Of Discovery Bay CSD. This zone includes all landscaped streetscape frontages in and outside of the Centex Development, along Highway 4, a portion of Bixler Road, and two small parking areas. Regatta Park is also included in this zone.

Contra Costa County Landscape & Lighting Zone #61:

Zone 61 is owned by Contra Costa County; but is maintained by Town Of Discovery Bay CSD. This zone includes landscaped streetscape frontages along a major portion of Bixler Road, Point of Timber Road, the Park & Ride lot, a portion of Newport Drive, Preston Drive and Slifer Drive. Slifer Park is also included in this zone.



**Town of Discovery Bay Landscape and Lighting Zone #8
Proposed FY 2012-13 Operating & Capital Improvement Budget
Draft Date June 1, 2012**

Operating & Maintenance Budget

Obj #	Account Description	2011/2012 Amended Budget	2011/2012 Year End Estimate	2012/2013 Proposed Budget
	Salary & Wages			
2310	Staff Payroll	\$93,760	\$93,760	\$67,032
	Parks & Landscape Manager			\$28,959
	Parks Maintenance Workers (I & II)			\$23,901
	Administrative Assistant			\$10,692
	Misc. Staff			\$3,480
	Sub-Total	\$93,760	\$93,760	\$67,032
	Contractual Services			
2310	Professional/Specialized Services	\$8,000		\$6,000
	Legal Services		\$1,000	\$5,000
	Consultants/Other		\$1,000	\$1,000
2360	Insurance	\$6,500		\$7,500
	SDRMA		\$4,949	\$7,500
	Sub-Total	\$14,500	\$6,949	\$13,500
	Operations & Maintenance			
2100	Office Expenses, Supplies	\$1,250	\$1,750	\$1,250
2102	Books, Periodicals & Subscriptions	\$200	\$160	\$200
2103	Postage	\$100	\$22	\$100
2110	Communications	\$1,765		\$2,325
	Verizon - Cell Phones		\$1,100	\$1,200
	AT&T - Office Lines / Internet Service		\$213	\$1,125
2120	Utilities	\$108,500		\$111,667
	PG&E (Street Lighting & Irrigation Clocks)		\$82,523	\$84,350
	Water		\$19,200	\$23,630
	Garbage		\$3,627	\$3,687
2130	Small Tools & Instruments	\$3,000	\$3,000	\$2,500
2131	Minor Equipment, Furniture less than \$1,000	\$500	\$570	\$500
2170	Household Items	\$1,750	\$1,750	\$1,750
2190	Public Notices	\$300	\$300	\$300
2200	Memberships	\$500	\$507	\$500
2250	Rent & Lease of Equipment	\$500	\$560	\$500
2251	Computer Software	\$0	\$0	\$0
2270	Maintenance of Equipment	\$1,200	\$1,952	\$1,200
2271	Automotive Supplies & Repairs	\$2,000	\$1,450	\$2,000
2272	Gasoline	\$3,500	(\$4,500)	\$4,000
2281	Maintenance of Buildings	\$6,500		\$7,020
	Cornell Restrooms - Janitorial		\$4,079	\$4,070
	Cornell Restroom - Repairs		\$2,000	\$2,000
	Offices		\$1,000	\$950
2282	Grounds Maintenance	\$212,000		\$165,754
	Landscape Maintenance Fees		\$93,027	\$101,484
	Irrigation Repairs (Planned)		\$40,291	\$20,000
	Clock Replacements		\$425	\$3,000
	Pedestal Replacements		\$1,250	\$2,500
	Emergency Work (Irrigation)		\$2,400	\$2,500
	Emergency Work (Tree Care)		\$2,385	\$3,000
	Tree Care Services (Palm Trees)		\$6,449	\$1,250
	Tree Care Services (Planned Rotations)		\$10,500	\$2,500
	Planting Replacements (Minor, Planned)		\$1,637	\$4,000
	Turf Care Program		\$2,290	\$4,750
	Baseball Field Maintenance			\$1,200
	Color Changes (Cornell Park & Front Entrance)		\$2,910	\$4,410
	Pest Control		\$450	\$1,350
	Lighting Maintenance (Entrance & Cornell)		\$2,755	\$2,750
	Drinking Fountain Cleaning		\$300	\$300
	Mulch Replacement Program		\$5,600	\$10,760
2284	Requested Maintenance from County	\$0	\$0	\$0
2301	Employee Auto Mileage - Reimbursement	\$600	\$600	\$250
2303	Other Travel Employee Expenses / Training	\$1,500	\$1,510	\$2,500
2470	Road/Construction Materials (Street Signs)	\$500	\$65	\$500
2479	Other Special Expenses	\$12,000		\$10,100
	Christmas / Entrance Lighting		\$5,292	\$5,100
	Miscellaneous		\$4,000	\$5,000
2490	Miscellaneous Services & Supplies	\$300	\$100	\$1,000
	Sub-Total	\$358,465	\$305,499	\$315,916
7800	Inter-Governmental Charges			
3530/3550	Taxes & Assessments	\$1,000	\$760	\$1,200
3611	Interfund Exp. (Investment & Property Tax)	\$500	\$500	\$500
5011	Reimbursement for County Admin. Costs	\$500	\$500	\$500
	Sub-Total	\$2,000	\$1,760	\$2,200
	TOTAL O&M Budget	\$468,725	\$407,968	\$398,647

Town of Discovery Bay CSD: Parks and Landscaping 27

**Town of Discovery Bay Landscape and Lighting Zone #8
Proposed FY 2012-13 Operating & Capital Improvement Budget
Draft Date June 1, 2012**

Capital Budget

Acct. #	Account Description	2011/2012 Amended Budget	2011/2012 Year End Estimate	2012/2013 Proposed Budget
PARKS				
4789	Cornell Park - Playground Replacement	\$165,000	\$77,165	(\$22,330)
4834	Cornell Park Improvements	\$92,100		\$282,490
	Cornell Park (ADA Upgrades)	\$34,600	\$38,137	
	Cornell Park (Tennis Court Surfacing)	\$20,000	\$22,153	
	Cornell Park (Tennis Court Fencing) Amendment Pending		\$22,014	
	Cornell Park (Dog Park Fencing)	\$0	\$0	
	Cornell Park (Tot Lot Removal)	\$12,500	\$9,878	
	Cornell Park (Horse Shoe & Bocce Court)	\$25,000	\$25,000	
	Cornell Park (Pickle Ball Courts)			\$120,000
	Cornell Park (Solar Lighting)			\$110,000
	Cornell Park (Par Course)			
	Cornell Park (Splash Pad)			\$17,490
	Cornell Park (Bench & Picnic Table Replacements)			\$35,000
	Parks Sub Total	\$257,100	\$117,182	\$260,160
TREESCAPES				
4265	Various Improvements	\$7,500	\$4,500	\$5,000
4546	Structure & Walkway Repairs	\$2,000	\$2,000	\$2,500
4829	Landscape Master Plan Areas	\$77,803		\$137,344
	Discovery Bay Blvd. (West) / Sand Point Road	(\$19,697)	(\$19,697)	
	Highway 4 (East)	\$55,000	\$10,156	\$44,844
	Discovery Bay Blvd. (East)	\$42,500	\$41,239	
	Clipper Drive (Tree & Shrub Plantings)			\$75,000
	Island / Levee (Irrigation Upgrades/Plantings In House)			\$17,500
	Newport Lane (New Installation)			
	Highway 4 (West)			
	Streetscape Sub Total	\$87,303	\$31,698	\$144,844
MISC.				
4853	Vehicle Purchase	\$25,000	\$23,386	
4959	Tools & Sundry Equipment	\$3,000		\$48,500
	Miscellaneous Tools or Equipment		\$627	\$3,500
	50' Boom Lift (Towable)			\$35,000
	Landscape Utility Vehicle			\$10,000
	Misc. Sub Total	\$28,000	\$24,013	\$48,500
	Total Capital Budget	\$372,403	\$172,892	\$453,505

Revenue Budget

Acct#	Account Description	2011/2012 Amended Budget	2011/2012 Year End Estimate	2012/2013
Revenue				
740	Current Funds in Contra Costa County	\$1,443,929	\$1,443,929	\$1,316,567
500	Accounts Payable - Yr. End			
510	Retainage Account			
830	Disbursements			
9010	Current Property Taxes	\$439,498	\$439,498	\$448,288
9011	Property Tax Supplemental/Unitary/Secured			
9018	SRAF State Rev Transfer			
9020	Property Taxes - Current Unsecured	\$14,000	\$14,000	\$14,280
9035	Property Taxes - Prior Unsecured			
9181	Earnings on Investments			
9385	H/O Prop Tax Relief/State Aid/In Lieu Taxes			
9975	Misc. Non Taxable Revenue			
9799	Misc. Revenue & Services			
	GRAND TOTAL REVENUE	\$453,498	\$453,498	\$462,568

Summary

	2011/2012 Amended Budget	2011/2012 Year End Estimate	2012/2013
TOTAL O&M Budget	\$468,725	\$407,968	\$398,647
TOTAL CAPITAL Budget	\$372,403	\$172,892	\$453,505
GRAND TOTAL BUDGETS	\$841,128	\$580,861	\$852,152
TOTAL ANNUAL REVENUE	\$453,498	\$453,498	\$462,568
BALANCE FORWARD	\$1,443,929	\$1,443,929	\$1,316,567
FUND VALUE	\$1,897,427	\$1,897,427	\$1,779,134
CONTRIBUTION TO RESERVES	\$1,056,299	\$1,316,567	\$926,983
GRAND TOTAL (Budgets/Revenue/Reserve)	\$0	\$0	\$0

Town of Discovery Bay Landscape and Lighting Zone #9
Proposed FY 2012-13 Operating & Capital Improvement Budget
Draft Dated May 9, 2012

Operating & Maintenance Budget				
Obj #	Account Description	2011/2012 Budget	2012 / 2013 Year End Estimate	Proposed 2012/2013 Budget
	Salary & Wages			
2310	Staff Payroll	\$37,952	\$25,000	\$27,921
	Parks & Landscape Manager			\$10,860
	Parks Maintenance Workers (I & II)			\$8,963
	Administrative Assistant			\$6,110
	Misc. Staff			\$1,988
	Sub-Total	\$37,952	\$25,000	\$27,921
	Contractual Services			
2310	Professional/Specialized Services	\$8,200		\$5,000
	Legal Services			\$2,000
	Consultants/Other		\$5,840	\$3,000
2360	Insurance	\$1,500		\$1,850
	SDRMA		\$1,798	\$1,850
	Sub-Total	\$9,700	\$7,638	\$6,850
	Operations & Maintenance			
2100	Office Expenses, Supplies	\$500	\$350	\$500
2102	Books, Periodicals & Subscriptions	\$50	\$25	\$100
2103	Postage	\$150	\$0	\$50
2110	Communications	\$350		\$735
	Verizon - Cell Phones		\$300	\$360
	AT&T - Office Lines / Internet Service			\$375
2120	Utilities	\$26,325		\$16,384
	PG&E (Street Lighting & Irrigation Clocks)		(\$4,075)	\$1,284
	AT&T (Irrigation Clock)		\$75	\$100
	Water		\$14,500	\$15,000
2130	Small Tools & Instruments	\$750	\$250	\$500
2131	Minor Equipment, Furniture less than \$1,000	\$250	\$100	\$500
2170	Household Items	\$750	\$500	\$600
2190	Public Notices	\$500	\$350	\$350
2200	Memberships	\$50	\$0	\$200
2250	Rent & Lease of Equipment	\$0	\$376	\$0
2251	Computer Software	\$0	\$0	\$0
2270	Maintenance of Equipment	\$200	\$345	\$300
2271	Automotive Supplies & Repairs	\$300	\$0	\$500
2272	Gasoline	\$500	\$500	\$750
2281	Maintenance of Buildings	\$0		\$2,100
	Temporary Restroom Facility - Splash Pad Season		\$300	\$2,100
2282	Grounds Maintenance	\$44,500		\$48,528
	Landscape Maintenance Fees		\$33,450	\$32,700
	Irrigation Repairs (Planned)		\$1,250	\$1,500
	Clock Replacements			\$3,500
	Emergency Work (Irrigation)			\$500
	Emergency Work (Tree Care)			\$0
	Tree Care Services (Planned Rotations)		\$1,525	\$1,550
	Planting Replacements (Minor, Planned)		\$1,450	\$1,500
	Turf Care Program		\$1,150	\$3,250
	Pest Control			\$500
	Lighting Maintenance (Solar)		\$796	\$0
	Drinking Fountain Cleaning		\$275	\$300
	Mulch Replacement Program		\$1,650	\$3,228
2284	Requested Maintenance from County	\$0		\$0
2301	Employee Auto Mileage - Reimbursement	\$50	\$10	\$50
2303	Other Travel Employee Expenses	\$0	\$387	\$500
2470	Road/Construction Materials (Street Signs)	\$0	\$0	\$200
2479	Other Special Expenses	\$1,350		\$1,000
	Miscellaneous		\$725	\$1,000
	Sub-Total	\$76,575	\$56,564	\$73,847
7800	Inter-Governmental Charges			
3530/3550	Taxes & Assessments	\$425	\$1,645	\$1,700
3611	Interfund Exp. (Investment & Property Tax)	\$0	\$0	\$0
5011	Reimbursement for County Admin. Costs	\$0	\$0	\$0
	Sub-Total	\$425	\$1,645	\$1,700
	TOTAL O&M Budget	\$124,652	\$90,847	\$110,318

Town of Discovery Bay CSD: Parks and Landscaping 29

**Town of Discovery Bay Landscape and Lighting Zone #9
Proposed FY 2012-13 Operating & Capital Improvement Budget
Draft Dated May 9, 2012**

Capital Budget

Acct. #	Account Description	2011/2012 Budget	2012 / 2013 Year End Estimate	Proposed 2012/2013 Budget
PARKS				
4265	Various Improvements (Splash Pad)	\$14,000	\$13,827	
4546	Structure & Walkway Repairs (Solar)	\$32,000	\$350	
4789	Park Improvements			\$0
	Concrete Work for ADA Temp Restroom			\$0
	Solar Lighting for Shade Structure			\$0
	Parks Sub Total	\$46,000	\$14,177	\$0
STREETSCAPE				
4829	Streetscape Improvements			\$0
	Streetscape Sub Total	\$0		\$0
MISC.				
4959	Tools & Sundry Equipment	\$0		\$2,500
	Miscellaneous Tools or Equipments			\$500
	Landscape Utility Vehicle			\$2,000
	Misc. Sub Total	\$0		\$2,500
	Total Capital Budget	\$46,000	\$14,177	\$2,500

Revenue Budget

Acct#	Account Description	2011/2012 Budget	2012 / 2013 Year End Estimate	Proposed 2012/2013 Budget
Revenue				
740	Current Funds in Contra Costa County	\$109,284	\$109,284	\$118,233
500	Accounts Payable - Yr. End			
510	Retainage Account			
830	Disbursements			
9010	Current Property Taxes	\$113,972	\$113,972	\$115,682
9011	Property Tax Supplemental/Unitary/Secured			
9018	SRAF State Rev Transfer			
9020	Property Taxes - Current Unsecured			
9035	Property Taxes - Prior Unsecured			
9181	Earnings on Investments			
9385	H/O Prop Tax Relief/State Aid/In Lieu Taxes			
9975	Misc. Non Taxable Revenue			
9799	Misc Revenue & Services			
	GRAND TOTAL REVENUE	\$113,972	\$113,972	\$115,682

Summary

	2011/2012 Budget	2012 / 2013 Year End Estimate	Proposed 2012/2013 Budget
TOTAL O&M Budget	\$124,652	\$90,847	\$110,318
TOTAL CAPITAL Budget	\$46,000	\$14,177	\$2,500
GRAND TOTAL BUDGETS	\$170,652	\$105,024	\$112,818
TOTAL ANNUAL REVENUE	\$113,972	\$113,972	\$115,682
BALANCE FORWARD	\$109,284	\$109,284	\$118,233
FUND VALUE	\$223,256	\$223,256	\$233,914
CONTRIBUTION TO RESERVES	\$52,604	\$118,233	\$121,096
GRAND TOTAL (Budgets/Revenue/Reserve)	\$0	\$0	\$0

Town of Discovery Bay Community Services District
Contra Costa County, California
Salary and Wages

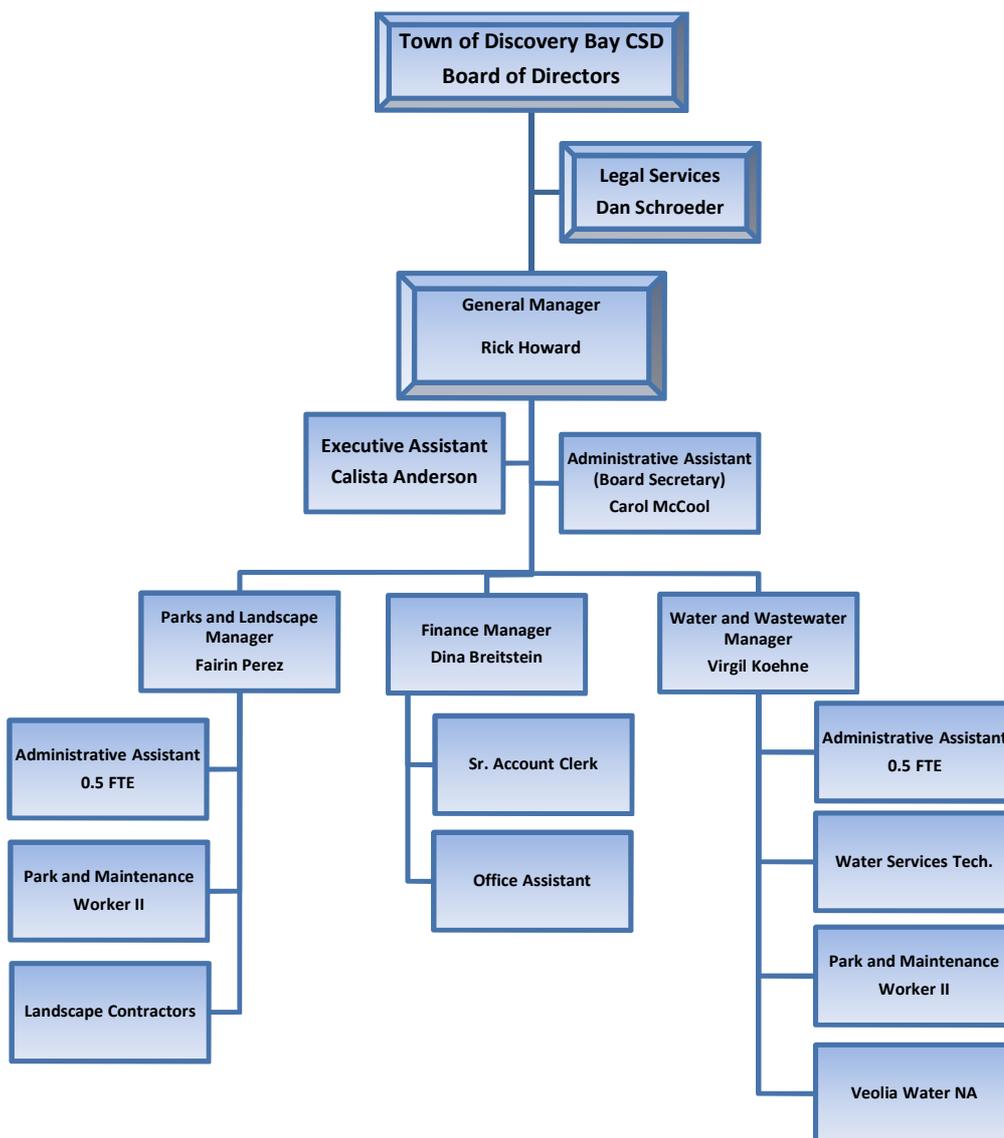


The Town of Discovery Bay lies within the metropolitan statistical areas of San Francisco/Oakland/San Jose. However, it is geographically closer to the farmlands of the central valley and the cities of Brentwood, Stockton and Tracy. The proximity to the employment centers of the Bay Area and those of the Central Valley determine the labor pool from which the District recruits its workers. In order to maintain a qualified and motivated workforce, it is necessary to provide a salary and compensation package that is commensurate within industry norms and within the financial means of the District.

Salary Schedule

Classification	Range #	Minimum Pay Rate				Maximum Pay Rate			
		Hourly	Bimonthly	Monthly	Annual	Hourly	Bimonthly	Monthly	Annual
Administrative Assistant	139	20.45	1,772	3,544	42,527	25.56	2,215	4,430	53,158
Executive Assistant	148	25.53	2,213	4,426	53,110	31.92	2,766	5,532	66,387
Finance Manager	517	29.69	2,573	5,146	61,755	40.08	3,474	6,947	83,370
General Manager	541	53.70	4,654	9,308	111,699	72.50	6,283	12,566	150,793
Office Assistant	131	16.78	1,454	2,909	34,904	20.98	1,818	3,636	43,629
Parks & Landscape Manager	517	29.69	2,573	5,146	61,755	40.08	3,474	6,947	83,370
Parks & Maintenance Worker I	131	16.78	1,454	2,909	34,904	20.98	1,818	3,636	43,629
Parks & Maintenance Worker II	138	19.95	1,729	3,457	41,489	24.93	2,161	4,322	51,862
Senior Account Clerk	139	20.45	1,772	3,544	42,527	25.56	2,215	4,430	53,158
Water & Wastewater Manager	517	29.69	2,573	5,146	61,755	40.08	3,474	6,947	83,370
Water Services Technician	144	23.13	2,005	4,010	48,115	28.92	2,506	5,012	60,144

*Town of Discovery Bay Community Services District
 Contra Costa County, California
 Organizational Chart*



*Town of Discovery Bay Community Services District
Contra Costa County, California*



**FY 2012-13 Authorized Positions
Regular Positions/Full Time Equivalents (FTE's)**

Position Title	Actual	Actual	Proposed
	FY 2010-11	FY 2011-12	FY 2012-13
Director	5.0	5.0	5.0
General Manager	1.0	1.0	1.0
Water and Wastewater Manager	1.0	1.0	1.0
Landscape Manager	1.0	0.0	0.0
Finance Manager	0.0	1.0	1.0
Parks and Landscape Manager	0.0	1.0	1.0
Administrative Assistant	3.0	2.0	2.0
Executive Assistant	0.0	1.0	1.0
Office Clerk	1.0	0.0	0.0
Office Assistant	0.0	1.0	1.0
Account Clerk	1.0	0.0	0.0
Sr. Account Clerk	1.0	1.0	1.0
Water Services Worker	1.0	0.0	0.0
Water Services Technician	0.0	1.0	1.0
Parks and Maintenance Worker I	1.0	1.0	0.0
Parks and Maintenance Worker II	1.0	1.0	2.0
Totals	17.0	17.0	17.0

*Town of Discovery Bay Community Services District
Contra Costa County, California*



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***Town of Discovery Bay Community Services District
Contra Costa County, California
The Budget – All in One Place***



The following pages provide an “All in One Place” overview look at the complete Operating, Capital and Revenue Budgets for Fiscal Year 2012-2013. Individual budget summaries can be found in the succeeding pages of this document.

Proposed FY 2012-13 Revenue, Operating and Capital Improvement Program Budget

Expenses	
O&M Budget	\$5,012,133
Total O&M Budget	\$5,012,133
Capital Budget	\$783,000
Infrastructure Replacement Fund	\$500,000
Financed Capital Projects	\$2,038,681
Total Capital Budget	\$3,321,681
Total Expensed Budget	\$8,333,814

Revenue	
Revenue	\$7,153,900
Proceeds from Financing	\$2,038,681
Total Revenue	\$9,192,581

Variance	
Variance	\$858,767
Contribution To Reserve Fund	\$858,767

Encumbrance(s) & Carry-Over(s)	
O&M	\$94,000
CIP	\$762,842
Total Encumbrance(s) & Carry-Over(s)	\$856,842

REVENUE PROJECTIONS - DRAFT Fiscal Year 2011-12	2011/2012	2011/2012 Actuals APR'12	2011/2012 Projected	2010/2011 Year End	2012/2013 DRAFT
Account Description	BUDGET		ACTUALS	Variance	Budget
Revenue					
General Fund	\$0	\$0	\$0	\$0	\$0
Property Tax Revenue	\$4,754,252	\$4,754,252	\$4,754,252		\$5,476,000
Commercial Water & Sewer	\$365,266	\$171,895	\$365,266		\$450,000
Residential Water	\$436,381	\$455,306	\$545,306	\$108,925	\$756,000
Large User Back Billing	\$0	\$0	\$0		\$62,000
Sewer/Water Permits	\$0	\$0	\$0		\$0
Sewer Capacity Fee	\$0	\$0	\$0		\$0
Water Capacity Fee	\$0	\$0	\$0		\$0
Investments/CCC	\$10,000	\$58	\$58	-\$9,942	\$0
Misc. Reimbursements	\$10,000	\$7,234	\$7,234	-\$2,766	\$10,000
Misc Receivables	\$2,000	\$2,555	\$243,555	\$241,000	\$2,000
EE Group Insurance Contributions	\$17,052	\$0	\$17,052		\$17,500
Landscape Related Payroll Reimbursements	\$176,810	\$92,134	\$176,810		\$169,500
Landscape Related Reimbursements	\$200,000	\$140,887	\$200,000		\$200,000
Landscape Related Group Ins (Partial EE Reimb)	\$23,600	\$0	\$23,600		\$10,900
Proceeds from Financing	\$0	\$0	\$0		\$2,038,681
GRAND TOTAL REVENUE	\$5,995,361	\$5,624,320	\$6,333,133	\$337,772	\$9,192,581

Account Description	2010/2011 ACTUALS	2011/2012 BUDGET	2011/2012 Actuals	2012/2013 Budget	Variance
Salary & Wages					
Salary & Wages	\$664,145	\$531,551	\$433,350	\$567,000	\$35,449
Payroll Liabilities	\$0	\$53,655	\$38,746	\$61,000	\$7,345
Group Insurance	\$30,001	\$44,400	\$49,076	\$38,400	(\$6,000)
Workers Comp	\$4,458	\$8,000	\$14,861	\$16,000	\$8,000
457 B Plan				\$15,700	\$15,700
Auto Allowance		\$4,200	\$3,850	\$4,200	\$0
Reimbursement of Wages		\$157,737	\$128,596	\$149,000	(\$8,737)
Reimbursed Wages - Liabilities	\$0	\$16,073	\$11,607	\$16,000	(\$73)
Reimbursed Insurance		\$23,600	\$13,602	\$5,100	(\$18,500)
Reimbursed 457B Plan				\$5,800	\$5,800
Temporary Employees	\$0	\$0	\$0	\$8,400	\$8,400
Sub Total	\$698,604	\$847,216	\$693,688	\$896,600	\$49,384
Board of Directors					
Board of Directors Compensation	\$25,983	\$36,000	\$21,800	\$36,000	\$0
Board of Directors Travel & Meetings		\$2,500	\$1,636	\$3,750	\$1,250
Board of Directors Training & Education	\$3,459			\$2,000	\$2,000
Sub Total	\$29,442	\$38,500	\$23,436	\$41,750	\$3,250
Contractual Service					
Outside Services	\$1,412,048	\$1,480,000	\$1,328,365	\$1,516,400	\$36,400
Legal	\$71,347	\$80,000	\$73,600	\$123,500	\$43,500
Accounting	\$23,380	\$30,000	\$28,133	\$27,150	(\$2,850)
Sub Total	\$1,506,775	\$1,590,000	\$1,430,098	\$1,667,050	\$77,050
Operations & Maintenance					
Travel & Meetings	\$6,918	\$3,000	\$3,024	\$7,500	\$4,500
Training & Education	\$3,459			\$7,000	\$7,000
Dues & Subscriptions				\$500	\$500
Memberships	\$6,023	\$17,500	\$8,990	\$18,000	\$500
CSD Sponsored Events				\$5,500	\$5,500
PR, Advertising & Elections	\$5,281	\$0	\$9,000	\$9,000	\$9,000
Public Communications and Notices	\$7,625	\$5,000	\$2,828	\$5,000	\$0
Telecommunications	\$15,577	\$11,300	\$15,678	\$17,600	\$6,300
Materials	\$0	\$0	\$0	\$0	\$0
Automotive/Supplies & Repairs	\$32,983	\$20,000	\$21,418	\$30,000	\$10,000
Repairs & Maintenance	\$843,296	\$698,500	\$553,077	\$707,700	\$9,200
Office Supplies	\$22,644	\$11,500	\$12,118	\$11,500	\$0
Rent & Facility Expense	\$27,269	\$25,500	\$36,958	\$39,500	\$14,000
Insurance	\$0	\$50,000	\$54,628	\$67,033	\$17,033
Permits & Fees	\$60,889	\$65,000	\$34,535	\$65,100	\$100
Utilities	\$741,956	\$705,000	\$622,203	\$705,000	\$0
Chemicals	\$99,290	\$100,000	\$66,146	\$62,500	(\$37,500)
Freight	\$0	\$0	\$0	\$2,500	\$2,500
Other	\$160,538	\$209,000	\$202,412	\$618,000	\$409,000
Sub Total	\$2,033,748	\$1,921,300	\$1,643,015	\$2,378,933	\$457,633
Inter-Governmental Charges					
Inter-Governmental Charges	\$20,262	\$28,680	\$23,071	\$27,800	(\$880)
Interest Expense				\$0	\$0
Depreciation Expense				\$0	\$0
Gain or Loss Disposal/Sale of Assets				\$0	\$0
Sub Total	\$20,262	\$28,680	\$23,071	\$27,800	(\$880)
O&M Encumbrance(s) Carry Over (Re-budgeted)				\$ 94,000	
Total O&M	\$4,288,831	\$4,425,696	\$3,813,308	\$5,012,133	\$586,437
Total Capital Plus Encumbrance(s) Carry Over (Re-budgeted) Capital	\$4,288,831	\$4,425,696	\$3,813,308	\$5,106,133	

*Town of Discovery Bay Community Services District
Contra Costa County, California*



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FY 2012-2013 Capital Improvement Budget					
Account Description	2010/2011 ACTUALS	2011/2012 BUDGET	2011/2012 ACTUALS	2012/2013 Budget	Variance
Equipment	\$ -	\$ -	\$ -	\$ 105,000	\$ -
Electronic Message Board				\$ 70,000	
Boom Lift				\$ 25,000	
Security Camera's				\$ 10,000	
CIP wastewater	\$ -	\$ 1,125,665	\$ 457,316	\$ 310,000	\$ -
Secondary Effluent Pump Station Modifications					
Secondary Effluent Equalization					
Effluent Filtration					
Revise UV Disinfection Weirs					
Conduct UV Disinfection Viral Bioassay Test			\$ 50,000		
Upgrade UV Disinfection					
Add Pump to Export Pump Station					
Solids Improvements, phase 2: One New Solar Dryer					
Collection System Pump Station Improvements				\$ 110,000	
SCADA Improvements				\$ 150,000	
Fiber to Plant 1				\$ 50,000	
CIP Water	\$ -	\$ 124,000	\$ 115,000	\$ 251,400	\$ -
Source Capacity					
Well 7			\$ 40,000	\$ 221,400	
Well 8					
Well 1B pump Equipment Upgrade				\$ 30,000	
Treatment Filter at Willow Lake					
er unit at Willow Lk WTP vessel, media, foundation, all new face piping & controls					
New Backwash Tank at Willow Lk WTP piping modifications & foundation					
New Recycle Pumps at Willow Lk WTP 3 pumps, piping & controls					
Recycle Pump Upgrade - Newport					
Structures & Improvements Wastewater	\$ -	\$ -	\$ -	\$ 1,652,781	\$ -
Influent Pump Station Modifications				\$ 58,882	
RE-Activate Pump Station W				\$ 21,319	
Emergency Storage Facilities				\$ 14,580	
Splitter Box, OX ditch, Clarifier, RAS pumps at Plant 2, standby Aerators				\$ 605,000	
Reverse Osmosis Facilities					
Solids Improvements, Phase 1: New Solar Dryers and 2 Belt Presses			\$ 800,000	\$ 800,000	
Rehab Manholes				\$ 18,000	
Raise Manholes				\$ 10,000	
Spare NTU Sensor				\$ 60,000	
Road Crossing Ramps				\$ 15,000	
Salinity Project				\$ 50,000	
Lift Station F Rehab				\$ 67,500	
UV Bank				\$ 250,000	
Structures & Improvements Water	\$ -	\$ -	\$ -	\$ 185,000	\$ -
Water Distribution System					
Replace 8-in mainline w/new 16-in C905 - willow lk from Disco Blvd to Beaver Ln				\$ 150,000	
Storage Tanks					
New Water Storage Tank - Newport WTP					
Willow Lake WTP Chemical Room Upgrade				\$ 25,000	
Security Door Locks				\$ 10,000	
Infrastructure Replacement Fund	\$ -	\$ 320,000	\$ 320,000	\$ 500,000	\$ -
Sewer Infrastructure Replacement Program		\$ 150,000	\$ 150,000	\$ 200,000	
Pumps/Motors Replacement Fund Program		\$ 40,000	\$ 40,000	\$ 50,000	
Water Infrastructure Replacement Program		\$ 100,000	\$ 100,000	\$ 200,000	
Facilities & Vehicles Replacement Fund		\$ 30,000	\$ 30,000	\$ 50,000	
Encumbrance(s) Carry Over (Re-budgeted) Capital				\$ 762,842	
Capital Totals	\$ 856,610	\$ 1,569,665	\$ 892,316	\$ 1,283,000	
Bond Financed Totals				\$ 2,038,681	
Growth Induced Totals					
Total Capital	\$ -	\$ 1,569,665	\$ 892,316	\$ 3,321,681	\$ 1,752,016
Total Capital Plus Encumbrance(s) Carry Over (Re-budgeted) Capital	\$ -	\$ 1,569,665	\$ 892,316	\$ 4,084,523	\$ 1,752,016

FY 2012-2013 Five Year Capital Improvement Budget Plan

Account Description	Proposed 2013/2014 Budget	Proposed 2014/2015 Budget	Proposed 2015/2016 Budget	Proposed 2016/2017 Budget	SUM 12/13-16/17
Equipment	\$ -	\$ -	\$ -	\$ -	\$ 105,000
Electronic Message Board					\$ 70,000
Boom Lift					\$ 25,000
Security Camera's					\$ 10,000
CIP wastewater	\$ 335,000	\$ 816,400	\$ 4,221,300	\$ 2,211,300	\$ 7,894,000
Secondary Effluent Pump Station Modifications			\$ 250,000		\$ 250,000
Secondary Effluent Equalization			\$ 680,000		\$ 680,000
Effluent Filtration	\$ 461,400		\$ 2,076,300	\$ 2,076,300	\$ 4,614,000
Revise UV Disinfection Weirs					\$ -
Conduct UV Disinfection Viral Bioassay Test					\$ -
Upgrade UV Disinfection	\$ 120,000	\$ 1,080,000			\$ 1,200,000
Add Pump to Export Pump Station	\$ 100,000				\$ 100,000
Solids Improvements, phase 2: One New Solar Dryer					\$ -
Collection System Pump Station Improvements	\$ 135,000	\$ 135,000	\$ 135,000	\$ 135,000	\$ 650,000
SCADA Improvements	\$ 200,000				\$ 350,000
Fiber to Plant 1					\$ 50,000
CIP Water	\$ 648,020	\$ 1,652,380	\$ 1,161,200	\$ 28,800	\$ 3,741,800
Source Capacity					\$ -
Well 7	\$ 627,300	\$ 627,300			\$ 1,476,000
Well 8		\$ 758,000	\$ 758,000		\$ 1,516,000
Well 1B pump Equipment Upgrade					\$ 30,000
Treatment Filter at Willow Lake					\$ -
er unit at Willow Lk WTP vessel, media, foundation, all new face piping & controls	\$ 20,720	\$ 238,280			\$ 259,000
New Backwash Tank at Willow Lk WTP piping modifications & foundation		\$ 28,800	\$ 331,200		\$ 360,000
New Recycle Pumps at Willow Lk WTP 3 pumps, piping & controls			\$ 72,000		\$ 72,000
Recycle Pump Upgrade - Newport				\$ 28,800	\$ 28,800
Structures & Improvements Wastewater	\$ 4,473,390	\$ 4,212,210	\$ 1,375,500	\$ -	\$ 12,463,881
Influent Pump Station Modifications	\$ 981,360				\$ 1,040,242
RE-Activate Pump Station W	\$ 355,320				\$ 376,639
Emergency Storage Facilities	\$ 114,210	\$ 114,210			\$ 243,000
Splitter Box, OX ditch, Clarifier, RAS pumps at Plant 2, standby Aerators	\$ 2,722,500	\$ 2,722,500			\$ 6,050,000
Reverse Osmosis Facilities					\$ -
Solids Improvements, Phase 1: New Solar Dryers and 2 Belt Presses	\$ 300,000	\$ 1,375,500	\$ 1,375,500		\$ 3,851,000
Rehab Manholes					\$ 18,000
Raise Manholes					\$ 10,000
Spare NTU Sensor					\$ 60,000
Road Crossing Ramps					\$ 15,000
Salinity Project					\$ 50,000
Lift Station F Rehab	\$ 432,500				\$ 500,000
UV Ba nk					\$ 250,000
Structures & Improvements Water	\$ 250,000	\$ 336,400	\$ 1,743,600	\$ 610,960	\$ 3,125,960
Water Distribution System					\$ -
Replace 8-in mainline w/new 16-in C905 - willow lk from Disco Blvd to Beaver Ln	\$ 250,000	\$ 250,000	\$ 750,000	\$ 610,960	\$ 2,010,960
Storage Tanks					\$ -
New Water Storage Tank - Newport WTP		\$ 86,400	\$ 993,600		\$ 1,080,000
Willow Lake WTP Chemical Room Upgrade					\$ 25,000
Security Door Locks					\$ 10,000
Infrastructure Replacement Fund	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 2,000,000
Sewer Infrastructure Replacement Program	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 800,000
Pumps/Motors Replacement Fund Program	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 200,000
Water Infrastructure Replacement Program	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 800,000
Facilities & Vehicles Replacement Fund	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 200,000

Encumbrance(s) Carry Over (Re-budgeted) Capital					\$ 762,842
Capital Totals	\$ 1,085,000	\$ 1,643,000	\$ 2,143,000	\$ 1,245,960	\$ 7,399,960
Bond Financed Totals	\$ 5,533,190	\$ 4,839,510	\$ 1,375,500		\$ 13,786,881
Growth Induced Totals	\$ 20,720	\$ 1,034,880	\$ 5,483,100	\$ 2,105,100	\$ 8,643,800
Total Capital	\$ 6,638,910	\$ 7,517,390	\$ 9,001,600	\$ 3,351,060	\$ 29,830,641
Total Capital Plus Encumbrance(s) Carry Over (Re-budgeted) Capital	\$ 6,638,910	\$ 7,517,390	\$ 9,001,600	\$ 3,351,060	\$ 30,593,483

Town of Discovery Bay Landscape and Lighting Zone #8
Proposed FY 2012-13 Operating & Capital Improvement Budget
Draft Date June 1, 2012

Operating & Maintenance Budget

Obj #	Account Description	2011/2012 Amended Budget	2011/2012 Year End Estimate	2012/2013 Proposed Budget
	Salary & Wages			
2310	Staff Payroll	\$93,760	\$93,760	\$67,032
	Parks & Landscape Manager			\$28,959
	Parks Maintenance Workers (I & II)			\$23,901
	Administrative Assistant			\$10,692
	Misc. Staff			\$3,480
	Sub-Total	\$93,760	\$93,760	\$67,032
	Contractual Services			
2310	Professional/Specialized Services	\$8,000		\$6,000
	Legal Services		\$1,000	\$5,000
	Consultants/Other		\$1,000	\$1,000
2360	Insurance	\$6,500		\$7,500
	SDRMA		\$4,949	\$7,500
	Sub-Total	\$14,500	\$6,949	\$13,500
	Operations & Maintenance			
2100	Office Expenses, Supplies	\$1,250	\$1,750	\$1,250
2102	Books, Periodicals & Subscriptions	\$200	\$160	\$200
2103	Postage	\$100	\$22	\$100
2110	Communications	\$1,765		\$2,325
	Verizon - Cell Phones		\$1,100	\$1,200
	AT&T - Office Lines / Internet Service		\$213	\$1,125
2120	Utilities	\$108,500		\$111,667
	PG&E (Street Lighting & Irrigation Clocks)		\$82,523	\$84,350
	Water		\$19,200	\$23,630
	Garbage		\$3,627	\$3,687
2130	Small Tools & Instruments	\$3,000	\$3,000	\$2,500
2131	Minor Equipment, Furniture less than \$1,000	\$500	\$570	\$500
2170	Household Items	\$1,750	\$1,750	\$1,750
2190	Public Notices	\$300	\$300	\$300
2200	Memberships	\$500	\$507	\$500
2250	Rent & Lease of Equipment	\$500	\$560	\$500
2251	Computer Software	\$0	\$0	\$0
2270	Maintenance of Equipment	\$1,200	\$1,952	\$1,200
2271	Automotive Supplies & Repairs	\$2,000	\$1,450	\$2,000
2272	Gasoline	\$3,500	(\$4,500)	\$4,000
2281	Maintenance of Buildings	\$6,500		\$7,020
	Cornell Restrooms - Janitorial		\$4,079	\$4,070
	Cornell Restroom - Repairs		\$2,000	\$2,000
	Offices		\$1,000	\$950
2282	Grounds Maintenance	\$212,000		\$165,754
	Landscape Maintenance Fees		\$93,027	\$101,484
	Irrigation Repairs (Planned)		\$40,291	\$20,000
	Clock Replacements		\$425	\$3,000
	Pedestal Replacements		\$1,250	\$2,500
	Emergency Work (Irrigation)		\$2,400	\$2,500
	Emergency Work (Tree Care)		\$2,385	\$3,000
	Tree Care Services (Palm Trees)		\$6,449	\$1,250
	Tree Care Services (Planned Rotations)		\$10,500	\$2,500
	Planting Replacements (Minor, Planned)		\$1,637	\$4,000
	Turf Care Program		\$2,290	\$4,750
	Baseball Field Maintenance			\$1,200
	Color Changes (Cornell Park & Front Entrance)		\$2,910	\$4,410
	Pest Control		\$450	\$1,350
	Lighting Maintenance (Entrance & Cornell)		\$2,755	\$2,750
	Drinking Fountain Cleaning		\$300	\$300
	Mulch Replacement Program		\$5,600	\$10,760
2284	Requested Maintenance from County	\$0	\$0	\$0
2301	Employee Auto Mileage - Reimbursement	\$600	\$600	\$250
2303	Other Travel Employee Expenses / Training	\$1,500	\$1,510	\$2,500
2470	Road/Construction Materials (Street Signs)	\$500	\$65	\$500
2479	Other Special Expenses	\$12,000		\$10,100
	Christmas / Entrance Lighting		\$5,292	\$5,100
	Miscellaneous		\$4,000	\$5,000
2490	Miscellaneous Services & Supplies	\$300	\$100	\$1,000
	Sub-Total	\$358,465	\$305,499	\$315,916
7800	Inter-Governmental Charges			
3530/3550	Taxes & Assessments	\$1,000	\$760	\$1,200
3611	Interfund Exp. (Investment & Property Tax)	\$500	\$500	\$500
5011	Reimbursement for County Admin. Costs	\$500	\$500	\$500
	Sub-Total	\$2,000	\$1,760	\$2,200
	TOTAL O&M Budget	\$468,725	\$407,968	\$398,647

Town of Discovery Bay CSD: Parks and Landscaping

**Town of Discovery Bay Landscape and Lighting Zone #8
Proposed FY 2012-13 Operating & Capital Improvement Budget
Draft Date June 1, 2012**

Capital Budget

Acct. #	Account Description	2011/2012 Amended Budget	2011/2012 Year End Estimate	2012/2013 Proposed Budget
PARKS				
4789	Cornell Park - Playground Replacement	\$165,000	\$77,165	(\$22,330)
4834	Cornell Park Improvements	\$92,100		\$282,490
	Cornell Park (ADA Upgrades)	\$34,600	\$38,137	
	Cornell Park (Tennis Court Surfacing)	\$20,000	\$22,153	
	Cornell Park (Tennis Court Fencing) Amendment Pending		\$22,014	
	Cornell Park (Dog Park Fencing)	\$0	\$0	
	Cornell Park (Tot Lot Removal)	\$12,500	\$9,878	
	Cornell Park (Horse Shoe & Bocce Court)	\$25,000	\$25,000	
	Cornell Park (Pickle Ball Courts)			\$120,000
	Cornell Park (Solar Lighting)			\$110,000
	Cornell Park (Par Course)			
	Cornell Park (Splash Pad)			\$17,490
	Cornell Park (Bench & Picnic Table Replacements)			\$35,000
	Parks Sub Total	\$257,100	\$117,182	\$260,160
TREESCAPES				
4265	Various Improvements	\$7,500	\$4,500	\$5,000
4546	Structure & Walkway Repairs	\$2,000	\$2,000	\$2,500
4829	Landscape Master Plan Areas	\$77,803		\$137,344
	Discovery Bay Blvd. (West) / Sand Point Road	(\$19,697)	(\$19,697)	
	Highway 4 (East)	\$55,000	\$10,156	\$44,844
	Discovery Bay Blvd. (East)	\$42,500	\$41,239	
	Clipper Drive (Tree & Shrub Plantings)			\$75,000
	Island / Levee (Irrigation Upgrades/Plantings In House)			\$17,500
	Newport Lane (New Installation)			
	Highway 4 (West)			
	Streetscape Sub Total	\$87,303	\$31,698	\$144,844
MISC.				
4853	Vehicle Purchase	\$25,000	\$23,386	
4959	Tools & Sundry Equipment	\$3,000		\$48,500
	Miscellaneous Tools or Equipment		\$627	\$3,500
	50' Boom Lift (Towable)			\$35,000
	Landscape Utility Vehicle			\$10,000
	Misc. Sub Total	\$28,000	\$24,013	\$48,500
	Total Capital Budget	\$372,403	\$172,892	\$453,505

Revenue Budget

Acct#	Account Description	2011/2012 Amended Budget	2011/2012 Year End Estimate	2012/2013
Revenue				
740	Current Funds in Contra Costa County	\$1,443,929	\$1,443,929	\$1,316,567
500	Accounts Payable - Yr. End			
510	Retainage Account			
830	Disbursements			
9010	Current Property Taxes	\$439,498	\$439,498	\$448,288
9011	Property Tax Supplemental/Unitary/Secured			
9018	SRAF State Rev Transfer			
9020	Property Taxes - Current Unsecured	\$14,000	\$14,000	\$14,280
9035	Property Taxes - Prior Unsecured			
9181	Earnings on Investments			
9385	H/O Prop Tax Relief/State Aid/In Lieu Taxes			
9975	Misc. Non Taxable Revenue			
9799	Misc. Revenue & Services			
	GRAND TOTAL REVENUE	\$453,498	\$453,498	\$462,568

Summary

	2011/2012 Amended Budget	2011/2012 Year End Estimate	2012/2013
TOTAL O&M Budget	\$468,725	\$407,968	\$398,647
TOTAL CAPITAL Budget	\$372,403	\$172,892	\$453,505
GRAND TOTAL BUDGETS	\$841,128	\$580,861	\$852,152
TOTAL ANNUAL REVENUE	\$453,498	\$453,498	\$462,568
BALANCE FORWARD	\$1,443,929	\$1,443,929	\$1,316,567
FUND VALUE	\$1,897,427	\$1,897,427	\$1,779,134
CONTRIBUTION TO RESERVES	\$1,056,299	\$1,316,567	\$926,983
GRAND TOTAL (Budgets/Revenue/Reserve)	\$0	\$0	\$0

**Town of Discovery Bay Landscape and Lighting Zone #9
Proposed FY 2012-13 Operating & Capital Improvement Budget
Draft Dated May 9, 2012**

Operating & Maintenance Budget				
Obj #	Account Description	2011/2012 Budget	2012 / 2013 Year End Estimate	Proposed 2012/2013 Budget
	Salary & Wages			
2310	Staff Payroll	\$37,952	\$25,000	\$27,921
	Parks & Landscape Manager			\$10,860
	Parks Maintenance Workers (I & II)			\$8,963
	Administrative Assistant			\$6,110
	Misc. Staff			\$1,988
	Sub-Total	\$37,952	\$25,000	\$27,921
	Contractual Services			
2310	Professional/Specialized Services	\$8,200		\$5,000
	Legal Services			\$2,000
	Consultants/Other		\$5,840	\$3,000
2360	Insurance	\$1,500		\$1,850
	SDRMA		\$1,798	\$1,850
	Sub-Total	\$9,700	\$7,638	\$6,850
	Operations & Maintenance			
2100	Office Expenses, Supplies	\$500	\$350	\$500
2102	Books, Periodicals & Subscriptions	\$50	\$25	\$100
2103	Postage	\$150	\$0	\$50
2110	Communications	\$350		\$735
	Verizon - Cell Phones		\$300	\$360
	AT&T - Office Lines / Internet Service			\$375
2120	Utilities	\$26,325		\$16,384
	PG&E (Street Lighting & Irrigation Clocks)		(\$4,075)	\$1,284
	AT&T (Irrigation Clock)		\$75	\$100
	Water		\$14,500	\$15,000
2130	Small Tools & Instruments	\$750	\$250	\$500
2131	Minor Equipment, Furniture less than \$1,000	\$250	\$100	\$500
2170	Household Items	\$750	\$500	\$600
2190	Public Notices	\$500	\$350	\$350
2200	Memberships	\$50	\$0	\$200
2250	Rent & Lease of Equipment	\$0	\$376	\$0
2251	Computer Software	\$0	\$0	\$0
2270	Maintenance of Equipment	\$200	\$345	\$300
2271	Automotive Supplies & Repairs	\$300	\$0	\$500
2272	Gasoline	\$500	\$500	\$750
2281	Maintenance of Buildings	\$0		\$2,100
	Temporary Restroom Facility - Splash Pad Season		\$300	\$2,100
2282	Grounds Maintenance	\$44,500		\$48,528
	Landscape Maintenance Fees		\$33,450	\$32,700
	Irrigation Repairs (Planned)		\$1,250	\$1,500
	Clock Replacements			\$3,500
	Emergency Work (Irrigation)			\$500
	Emergency Work (Tree Care)			\$0
	Tree Care Services (Planned Rotations)		\$1,525	\$1,550
	Planting Replacements (Minor, Planned)		\$1,450	\$1,500
	Turf Care Program		\$1,150	\$3,250
	Pest Control			\$500
	Lighting Maintenance (Solar)		\$796	\$0
	Drinking Fountain Cleaning		\$275	\$300
	Mulch Replacement Program		\$1,650	\$3,228
2284	Requested Maintenance from County	\$0		\$0
2301	Employee Auto Mileage - Reimbursement	\$50	\$10	\$50
2303	Other Travel Employee Expenses	\$0	\$387	\$500
2470	Road/Construction Materials (Street Signs)	\$0	\$0	\$200
2479	Other Special Expenses	\$1,350		\$1,000
	Miscellaneous		\$725	\$1,000
	Sub-Total	\$76,575	\$56,564	\$73,847
7800	Inter-Governmental Charges			
3530/3550	Taxes & Assessments	\$425	\$1,645	\$1,700
3611	Interfund Exp. (Investment & Property Tax)	\$0	\$0	\$0
5011	Reimbursement for County Admin. Costs	\$0	\$0	\$0
	Sub-Total	\$425	\$1,645	\$1,700
	TOTAL O&M Budget	\$124,652	\$90,847	\$110,318

Town of Discovery Bay CSD: Parks and Landscaping

Town of Discovery Bay Landscape and Lighting Zone #9
Proposed FY 2012-13 Operating & Capital Improvement Budget
Draft Dated May 9, 2012

Capital Budget

Acct. #	Account Description	2011/2012 Budget	2012 / 2013 Year End Estimate	Proposed 2012/2013 Budget
PARKS				
4265	Various Improvements (Splash Pad)	\$14,000	\$13,827	
4546	Structure & Walkway Repairs (Solar)	\$32,000	\$350	
4789	Park Improvements			\$0
	Concrete Work for ADA Temp Restroom			\$0
	Solar Lighting for Shade Structure			\$0
	Parks Sub Total	\$46,000	\$14,177	\$0
STREETSCAPE				
4829	Streetscape Improvements			\$0
	Streetscape Sub Total	\$0		\$0
MISC.				
4959	Tools & Sundry Equipment	\$0		\$2,500
	Miscellaneous Tools or Equipments			\$500
	Landscape Utility Vehicle			\$2,000
	Misc. Sub Total	\$0		\$2,500
	Total Capital Budget	\$46,000	\$14,177	\$2,500

Revenue Budget

Acct#	Account Description	2011/2012 Budget	2012 / 2013 Year End Estimate	Proposed 2012/2013 Budget
Revenue				
740	Current Funds in Contra Costa County	\$109,284	\$109,284	\$118,233
500	Accounts Payable - Yr. End			
510	Retainage Account			
830	Disbursements			
9010	Current Property Taxes	\$113,972	\$113,972	\$115,682
9011	Property Tax Supplemental/Unitary/Secured			
9018	SRAF State Rev Transfer			
9020	Property Taxes - Current Unsecured			
9035	Property Taxes - Prior Unsecured			
9181	Earnings on Investments			
9385	H/O Prop Tax Relief/State Aid/In Lieu Taxes			
9975	Misc. Non Taxable Revenue			
9799	Misc Revenue & Services			
	GRAND TOTAL REVENUE	\$113,972	\$113,972	\$115,682

Summary

	2011/2012 Budget	2012 / 2013 Year End Estimate	Proposed 2012/2013 Budget
TOTAL O&M Budget	\$124,652	\$90,847	\$110,318
TOTAL CAPITAL Budget	\$46,000	\$14,177	\$2,500
GRAND TOTAL BUDGETS	\$170,652	\$105,024	\$112,818
TOTAL ANNUAL REVENUE	\$113,972	\$113,972	\$115,682
BALANCE FORWARD	\$109,284	\$109,284	\$118,233
FUND VALUE	\$223,256	\$223,256	\$233,914
CONTRIBUTION TO RESERVES	\$52,604	\$118,233	\$121,096
GRAND TOTAL (Budgets/Revenue/Reserve)	\$0	\$0	\$0

Town of Discovery Bay CSD: Parks and Landscaping

*Town of Discovery Bay Community Services District
Contra Costa County, California*



*The Town of Discovery Bay CSD looks forward to serving you in
Fiscal Year 2012-2013*

*Town of Discovery Bay Community Services District
Contra Costa County, California*



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Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

October 3, 2012

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

Agenda Title

Agency Comment Request – Home Occupation Use Permit Application – Jesus Lopez (LP12-2106)

Recommended Action

As Necessary

Executive Summary

The Contra Costa County Department of Conservation and Development has requested Board input into a proposed Land Use Permit Application from Jesus Lopez for consideration to operate a home based business. The business is for a Graphic Design business, which would include the printing of T-Shirts.

The home is located at 251 Tahoe Court, Discovery Bay, California. 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 – LP12-2106

AGENDA ITEM: H-2

CONTRA COSTA COUNTY
 DEPARTMENT OF CONSERVATION AND DEVELOPMENT
 COMMUNITY DEVELOPMENT DIVISION
 30 Muir Road
 Martinez, CA 94553-4601
 Phone: 925-674-7205
 Fax: 925-674-7258

TownOfDiscoveryBay CSD
 Received
 SEP 17 2012



Sen
 9-13-12
 (1)

AGENCY COMMENT REQUEST

Date 9/13/12

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

DISTRIBUTION

Building Inspection Grading Inspection

HSD, Environmental Health, Concord

HSD, Hazardous Materials

P/W - Flood Control (Full Size)

P/W - Engineering Svcs (Full Size)

Date Forwarded _____

P/W Traffic (Reduced)

P/W Special Districts (Reduced)

P/W—APC Floodplain Tech (2nd Floor)

Advance Planning

Redevelopment Agency/Housing

Historical Resources Information System

CA Native American Heritage Comm.

CA Fish & Game, Region # _____

U.S. Fish & Wildlife Service

Fire District _____

Sanitary District _____

Water District _____

City of _____

School District _____

East Bay Regional Park District

MAC/TAC _____

Discovery Bay CSD

DOIT - Deputy Director, Communications

CDD-GIS

LAFCO

East CCC Habitat Conservancy (HCP/NCCP)

County Geologist

Airport Land Use Commission Staff (ALUC)

Community Organizations:

Please submit your comments as follows:

Project Planner D'Andre Wells

Phone # (925) 674-7797

E-mail D'Andre.Wells @dcd.cccounty.us

County File # LP12-2105

Prior to October 9, 2012

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

No Redevelopment Area

No Active Fault Zone

13 Flood Hazard Area, Panel # _____

60 dBA Noise Control

CA EPA Hazardous Waste Site

Mineral Rights Holder:

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

Comments: None Below Attached

Print Name _____

Signature _____ DATE _____

Agency phone # _____



CONTRA COSTA COUNTY
Department of Conservation & Development
Community Development Division

CONTRA COSTA

HOME OCCUPATION USE PERMIT APPLICATION
TO BE COMPLETED BY OWNER/APPLICANT

OWNER Name: <u>Jesus Lopez</u> Address: <u>251 Tahoe Ct.</u> City, State/Zip: <u>Discovery Bay CA 94505</u> Phone: <u>925-852-3035</u> email: <u>Digital73designs@gmail.com</u>	APPLICANT Name: <u>Jesus Lopez</u> Address: <u>251 Tahoe Ct.</u> City, State/Zip: <u>Discovery Bay CA 94505</u> Phone: <u>925-852-3035</u> email: <u>Digital73designs@gmail.com</u>
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: <u>[Signature]</u>	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: _____

CONTACT PERSON (optional)
 Name: Rachel Lopez
 Address: 251 Tahoe Ct.
 City, State/Zip: Discovery Bay CA 94505
 Phone: 925-852-3035 email: Digital73designs@gmail.com

Nature of business (attach supplemental statement if necessary):
As the owner of digital 73 designs I will be designing for all graphic & web platforms.

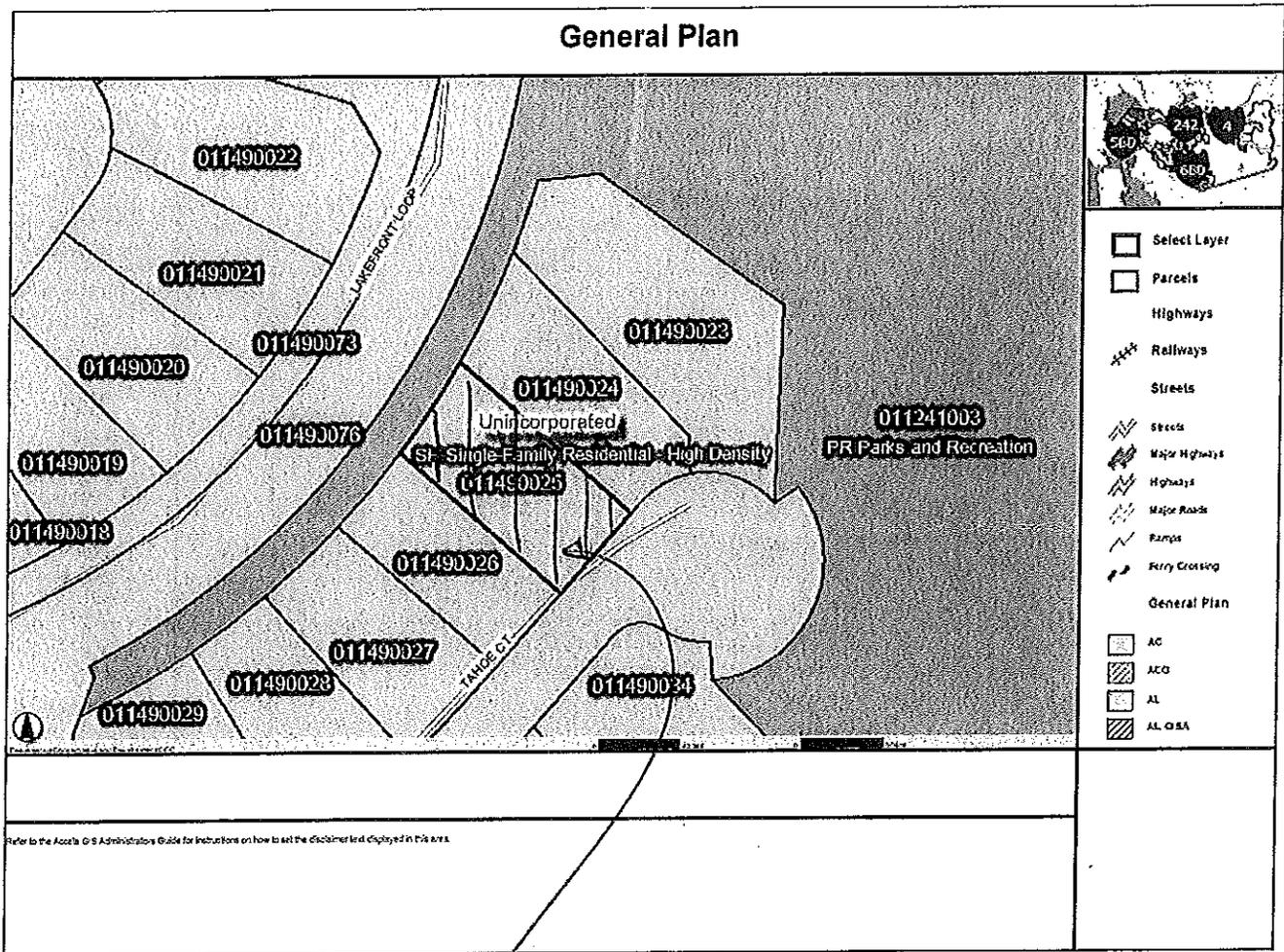
↓ FOR OFFICE USE ONLY ↓

Application description: APPLICANT IS REQUESTING APPROVAL OF A HOME OCCUPATION USE PERMIT TO OPERATE A GRAPHIC DESIGN BUSINESS, ALSO TO INCLUDE T-SHIRT PRINTING, IN A SINGLE-FAMILY RESIDENCE.
 Property description: LOT 25 OF TRACT 8570

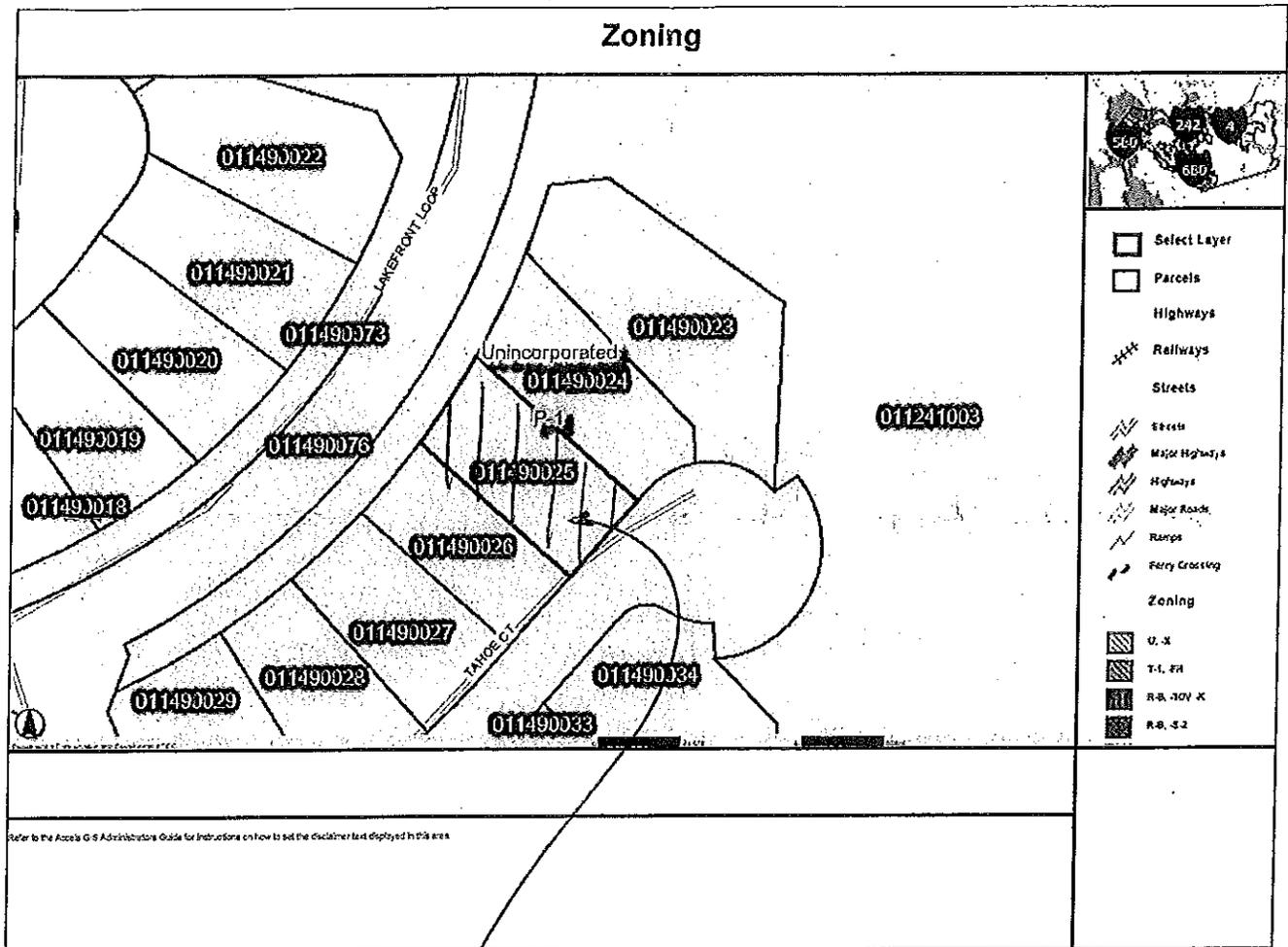
Please submit: (a) three (3) sets of a complete site plan including a floor plan indicating the area where the business will be conducted (8 1/2" X 11"); (b) "Important Notice to Applicants" form signed and dated

Assessor's #: <u>011-490-025</u>	TYPE OF FEE	FEE	CODE
Zoning District: <u>P-1</u>	*Base Fee/Deposit	<u>\$300.00</u>	S-026
Census Tract: <u>3040.00</u>	Late Filing Penalty (+50% of above if applicable)		S-066A
Atlas Page:	Notification Fee = # Addresses X \$1.50 + \$30.00	<u>30.00</u>	S-052B
General Plan: <u>SH</u>	Environmental Health Dept.	47.00	5884
Supervisory District: <u>3</u>			
Area: <u>DISCO BAY</u>	TOTAL	<u>\$ 330.00</u>	Received by: <u>RYAN AGUILAR</u>
Fire District: <u>EAST COUNTY FIRE PROTECTION</u>	Receipt #		Date Filed: <u>9/11/12</u>
CEQA: <u>Categorically Exempt</u>	*Additional fees based on time and materials will be charged if staff costs exceed base fee.		File # <u>LP 12-2106</u>
<input type="checkbox"/> 1(n) HOME OFFICE <input type="checkbox"/> CLASS _____			

PLEASE COMPLETE REVERSE SIDE



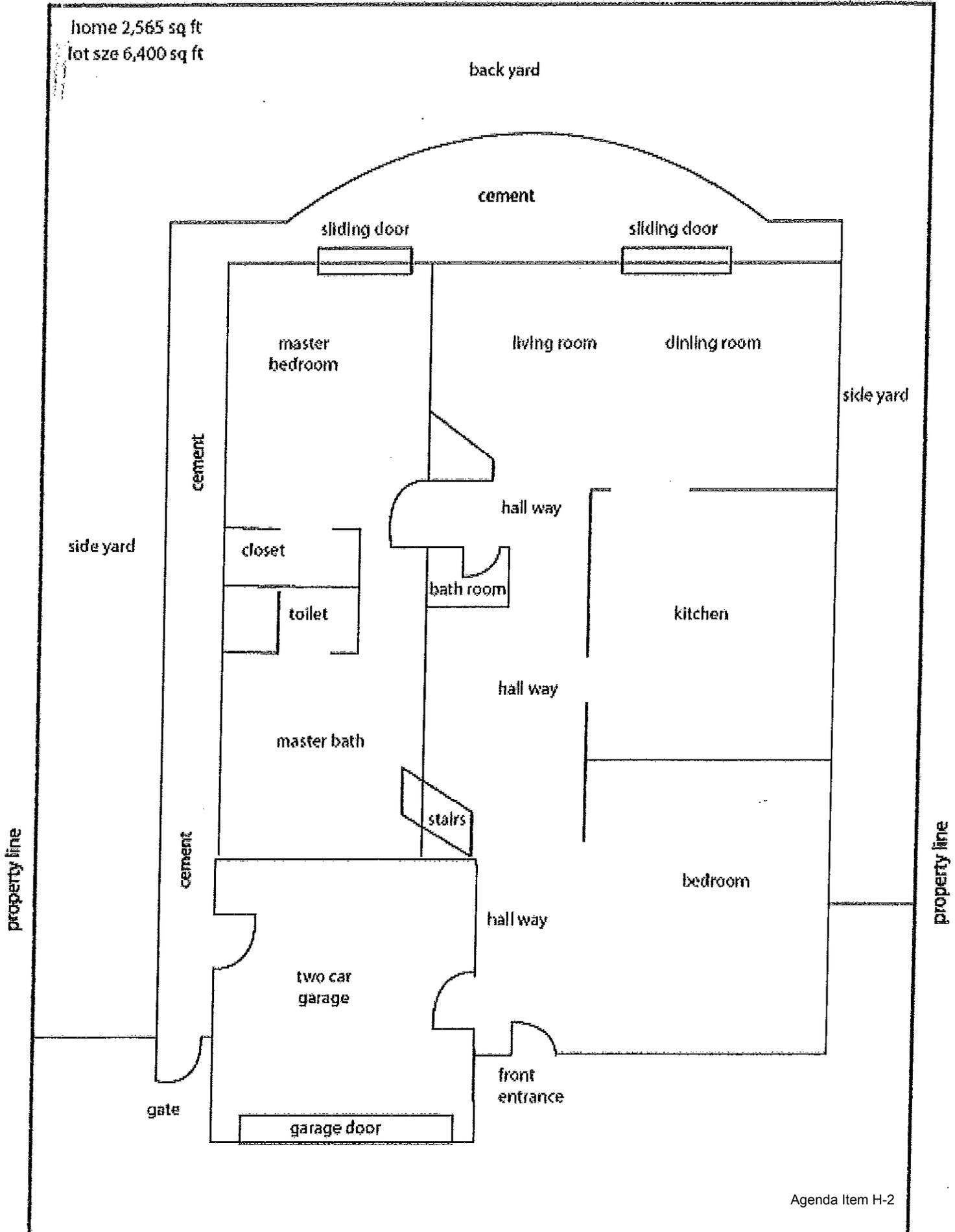
SITE



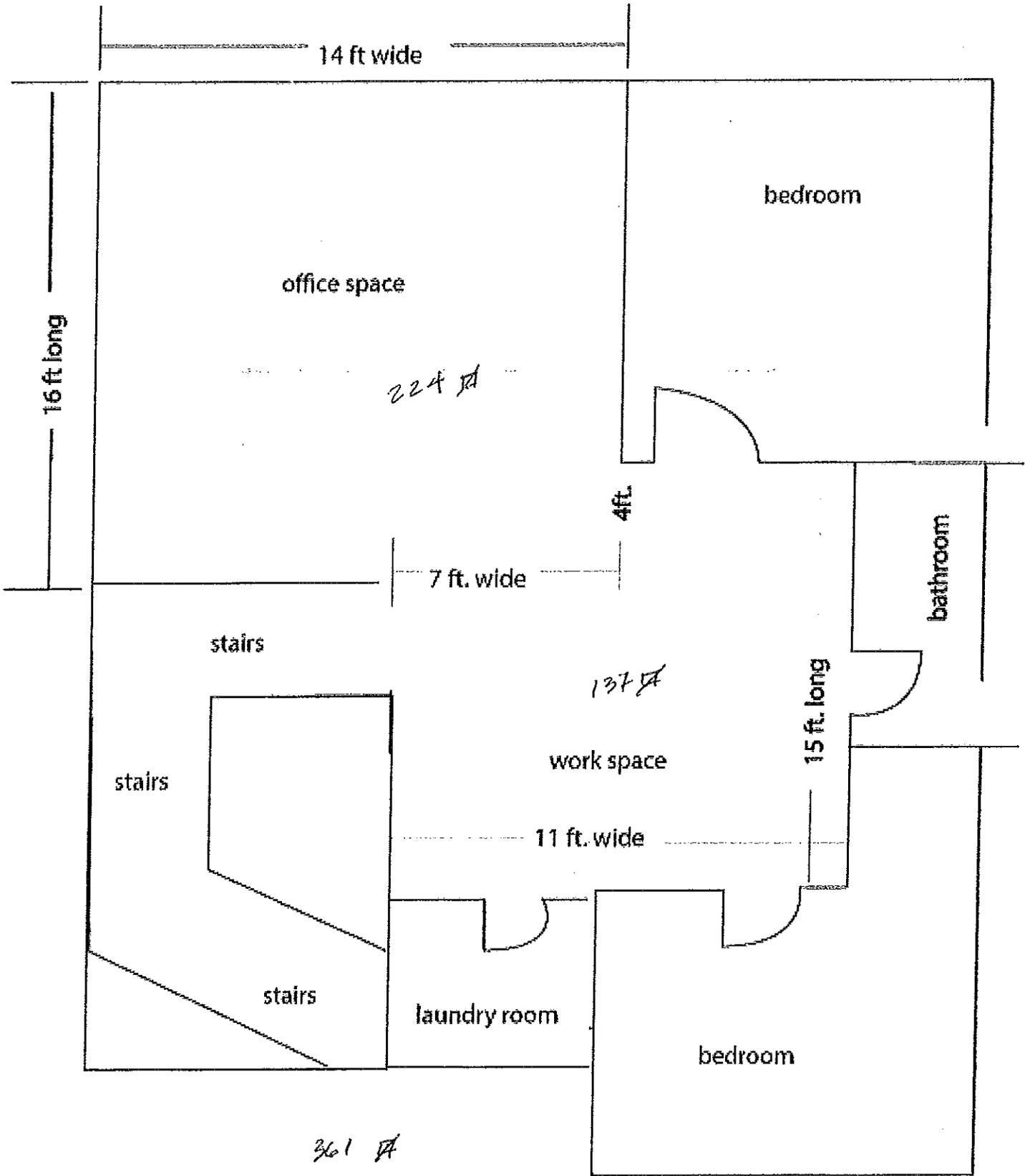
SITE

down stairs plus yard

home 2,565 sq ft
lot size 6,400 sq ft



upstairs lay out





No Back Up
Documentation For
Agenda Item # I



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

October 3, 2012

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

Agenda Title

Discussion and possible action on 2013 Discovery Bay Earth Day proposed projects (Veteran's Memorial & Demonstration Gardens)

Recommended Action

As necessary; see attached summary

Executive Summary

See attached Summary

Fiscal Impact:

Amount Requested - None

Previous Relevant Board Actions for This Item

None

Attachments

2013 Discovery Bay Earth Day Project Summary

AGENDA ITEM: J-1

2013 Discovery Bay Earth Day Project
Veteran's Memorial & Demonstration Gardens

Project Summary:

After the success and huge community support of the First Annual Discovery Bay Earth Day event, held in April 2012, staff began preliminary planning and discussion regarding the 2013 project. The desired project for next year's event includes a Veteran's Memorial surrounded by small demonstration gardens. Both projects have been discussed within community groups and schools, landscape committee meetings and openly in public meetings over the past several years, but without a mechanism to move them forward, efforts did not progress.

The memorial and gardens are proposed to be constructed at Slifer Park (L&L Zone 61). There are at least two preferred locations in the park. However, the exact location has not yet been determined. Initial discussions have been very general. The idea behind the project is that the memorial and/or the garden would not be stand-alone features, but would play off of each other. For example, centering the memorial amid the gardens or placing the gardens along a pathway leading to the memorial would allow community residents visiting either to have opportunity to learn about each without having to travel to different locations (either within the park or separate facilities).

The complexity and grandeur of the project would exceed that of the first Earth Day projects; financially, in planning and construction timelines and in community coordination. Much of the work would need to be completed prior to the actual Earth Day event. The projects would require significant donations of time, resources or finances. For that reason, official planning efforts should begin immediately.

Project Details:

Veteran's Memorial: Initial discussions describe a location that would host a flag, memorial tribute/plaque, and an area to allow the community to purchase stones in memoriam of their loved ones.

Demonstration Garden: The demonstration gardens would consist of an undetermined amount of raised beds (8' x 12' or similar size) that would each have their own theme. For example, one bed may be themed as a "Sensory Garden" which would be planted with examples of plants that vary in texture, vibrancy of color, or smell. The focus of each area would be to teach or share information, through the installation of education plaques or signs, a different use or technique for growing plants.

Community Involvement: Members of the Discovery Bay Garden Club and the Delta Lions have already expressed their desire to support both projects. Their support would include both dedication of time and limited financial resources.

Recommendations:

Staff recommends establishing a seven person ad-hoc committee that would consist of: (2) two CSD Board Members; (1) one member from the Delta Lions Club; (1) one member from the Discovery Bay Lions Club; (1) one member from the Discovery Bay Garden Club; (1) member of the Discovery Bay Chamber; and (1) At-Large member from the community. The purpose of the committee would be to assist in coordination efforts of the project (design, financial and other donations, community outreach, etc.). The Committee would be overseen by staff from the Parks & Landscaping Department, and would report to the CSD Board when details and approvals become necessary.

Staff is seeking Board input at this time.

Bay Area Barricade Service Inc.

1861 Arnold Industrial Way #1

Concord CA 94520

Phone 925-686-1089

Fax 925-686-1096

Bill To:

Sue Virgil
TOWN OF DISCOVERY BAY

Estimate

Number: **E541**

Date: **September 12, 2012**

Ship To:

DISCOVERY BAY, CA sheinl@todb.ca.gov

Customer #	Via

Description	Quantity	Price Each	Tax 1	Amount
MESSAGE BOARD SMC4000 PRECIISION SOLAR CONTROLS INC. FULL MATRIX MESSAGE BOARD	1.00	12,995.00	✓	12,995.00
MODEM & SOFTWARE + 1 YEAR SERVICE	1.00	1,495.00	✓	1,495.00
RADAR MODULE	1.00	881.25	✓	881.25
FREIGHT INCLUDED				

Sub-Total	\$15,371.25
State Tax 8.25% on 15,371.25	1,268.13
Total	\$16,639.38

Bay Area Barricade Service Inc.

1861 Arnold Industrial Way #1

Concord CA 94520

Phone 925-686-1089

Fax 925-686-1096

Bill To:

Sue Virgil
TOWN OF DISCOVERY BAY

Estimate

Number: **E542**

Date: **September 12, 2012**

Ship To:

DISCOVERY BAY, CA sheinl@todb.ca.gov

Customer #	Via

Description	Quantity	Price Each	Tax 1	Amount
MESSAGE BOARD SMC4000 PRECIISION SOLAR CONTROLS INC. FULL MATRIX MESSAGE BOARD	2.00	12,825.50	✓	25,651.00
MODEM & SOFTWARE + 1 YEAR SERVICE	2.00	1,495.00	✓	2,990.00
RADAR MODULE	2.00	862.50	✓	1,725.00
FREIGHT INCLUDED				

Sub-Total	\$30,366.00
State Tax 8.25% on 30,366.00	2,505.20
Total	\$32,871.20



4151 S. Shingle Road, Unit 1; Shingle Springs, CA., 95682
 p: (530)672-0222 f: (530)672-0622
www.road-tech.com

QUOTATION

Project #	Bid Date
	9/13/12

Town of Discovery Bay 1800 Willow Lake Road Discovery Bay, CA., 94505-9376
--

Location	Terms	Mobilization	Estimator	Delivery
Discovery Bay	Net 30	fob destination	Joe Jeffrey	30 days, ARO

Purchase Prices:

Item #

Portable Changeable Message Signs – Solar

ADDCO model DH500FM:

2 or more: \$15,450.00 each + tax
 Less than 2: \$15,950.00 each + tax

Radar speed display option:

\$1,550.00 per unit + tax

CDPD modem/ remote control option:

\$1,475.00 per unit + tax

Road-Tech Safety Services is a California certified Small Business # 0022833. California contractors license # 796857 - C31. Road-Tech offers a full line of cones, signs, stands, safety clothing and traffic control equipment. Please call for details.



CALIFORNIA

< Preliminary Logo (before changes)



CALIFORNIA

< Tweaked Logo 1:

- Toned down colors (darker blue; sky less orange/pink)
- Cleaned up paddle wheel boat
- Sun has shorter rays
- Added year founded
- Water is solid (no graduation)



CALIFORNIA

< Grayscale



CALIFORNIA

< Preliminary logo (before changes)



CALIFORNIA

< Tweaked Logo 2 (additional changes in red):

- Toned down colors (darker blue; less orange/pink in sky)
- Cleaned up paddle wheel boat
- Sun has longer rays; drops behind Mt. Diablo and is a brighter yellow
- Added year founded in blue
- Water is solid (no graduation)
- Moved paddle wheel boat and Mt Diablo up
- More water showing



CALIFORNIA

< Grayscale



CALIFORNIA

< Preliminary logo (before changes)



< Tweaked Logo 3 (More official looking seal):

- Toned down colors (darker blue, less orange/pink in sky)
- Cleaned up paddle wheel boat
- Sun has long rays, but drops behind Mt. Diablo
- Sun color more subtle
- Added year founded
- Water is solid (no graduation)
- More water makes Mt. Diablo look further away
- Put California in ellipse



< Grayscale



CALIFORNIA

< Preliminary logo (before changes)



< Tweaked Logo 4 (More official looking seal):

- Toned down colors (darker blue, less orange/pink in sky)
- Cleaned up paddle wheel boat
- Sun has long rays, but drops behind Mt. Diablo
- Sun color more subtle
- Added year founded
- Water is solid (no graduation)
- More water makes Mt. Diablo look further away
- Put California in ellipse
- Added steam to paddle wheel boat



< Grayscale



CALIFORNIA

< Preliminary logo (before changes)



California

< Tweaked Logo 5 (additional changes in red):

- Toned down colors (darker blue, less orange/pink in sky)
- Cleaned up paddle wheel boat
- Sun has long rays, **less contrast between sky**
- Added year founded in blue
- Water is solid (no graduation)
- Moved paddle wheel boat up, more water showing
- Added steam to paddle wheel boat
- **California in script font**



California

< Grayscale



< Preliminary SWAG Logo (before changes)



< Tweaked SWAG Logo 1:

- Toned down colors (darker blue, sky less orange/pink)
- Cleaned up paddle wheel boat and enlarged
- Sun has long rays; drops behind Mt. Diablo, brighter yellow
- Water is solid (no graduation)
- Actual Mt. Diablo profile (rather than smooth humps)
- California is same color as water



< Grayscale



< Preliminary SWAG Logo (before changes)



< Tweaked SWAG Logo 2 (additional changes in red):

- Toned down colors (darker blue, less orange/pink in sky)
- Cleaned up paddle wheel boat and enlarged
- Sun has long rays, drops behind Mt. Diablo, brighter yellow
- Water is solid (no graduation)
- Actual Mt. Diablo profile (rather than smooth humps)
- *California in my handwriting (needs tweaking)*



< Grayscale



< Preliminary SWAG Logo (before changes)



< Tweaked SWAG Logo 3 (additional changes in red):

- Toned down colors (darker blue, less orange/pink in sky)
- Cleaned up paddle wheel boat and enlarged
- Sun has long rays, drops behind Mt. Diablo, brighter yellow
- Water is solid (no graduation)
- Actual Mt. Diablo profile (rather than smooth humps)
- **California in script font with wave (needs tweaking)**



< Grayscale

Choice of “est 1998” in 2 lines or 1 line in color and B&W (with blue type)...



Choice of “est 1998” in 2 lines or 1 line in color and B&W (with white) type)...





No Back Up
Documentation For
Agenda Item # L



No Back Up
Documentation For
Agenda Item # M



TownOfDiscoveryBay CSD
Received
SEP 17 2012

EDMUND G. BROWN JR., Governor
JOHN LAIRD, Secretary for Natural Resources

September 13, 2012

V. Chris Steele
Board President
Town of Discovery Bay
1800 Willow Lake Road
Discovery Bay, CA 94505

Dear Mr. Steele:

I am writing at the request of Governor Brown in response to your recent letter expressing the opposition of the directors of the Discovery Bay Community Services District to the Bay Delta Conservation Plan (BDCP). I certainly appreciate the importance of a healthy Delta ecosystem for your community and for California as a whole. I would also share your concerns about the water project that has been proposed as part of BDCP if I thought it would have any of the deleterious effects mentioned in your letter. But that is not the case.

BDCP is the product of more than six years of intensive, collaborative study, research and analysis involving a wide spectrum of environmental experts, scientists, engineers, economists and community leaders. Far from undermining the Delta's environmental resources, BDCP offers a comprehensive plan in unprecedented detail for halting the Delta's decline, restoring natural habitat, and protecting endangered species.

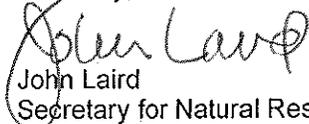
Restoring the delta, however, is only one part of the coequal goals that the Legislature has defined for California water policy. These enhancements to the Delta are critically linked to the second of the coequal goals: ensuring reliable water supplies for the two-thirds of California's people who depend upon water pumped through the Delta. These two goals are intertwined and inseparable. Without the investment in improvements to our water supplies, we cannot restore the Delta.

I share your conviction that additional water storage and greater efforts at water conservation are critically important for California's future. But these are not substitutes for BDCP. Indeed they are already key elements in our overall planning and development of the water system.

BDCP will be undergoing rigorous environmental review to ensure that its implementation will not produce the negative effects mentioned in your letter. And of course, the operation of the new water facilities will be closely overseen by both state and federal regulatory authorities. That's why the hundreds of people who have contributed to the development of BDCP share my confidence that it will in fact improve Delta water quality, restore a healthy ecosystem, and increase the opportunities for recreation which are so important to Discovery Bay.

I look forward to your continued engagement in the BDCP process and we work to restore the Delta ecosystem and provide a reliable water supply for California.

Sincerely,


John Laird
Secretary for Natural Resources

1416 Ninth Street, Suite 1311, Sacramento, CA 95814 Ph. 916.653.5656 Fax 916.653.8102 <http://resources.ca.gov>



cc: Honorable Jerry Brown
J. Kevin Graves, Board Vice-President, Town of Discover Bay
Jim Mattison, Director, Town of Discovery Bay
Mark Simon, Director, Town of Discovery Bay
Ray Tetreault, Director, Town of Discovery Bay



Contra Costa County
Public Works
Department

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

TownOfDiscoveryBay CSD
Received

SEP 27 2012

September 24, 2012

Richard J. Howard, General Manager
Town of Discovery Bay
1800 Willow Lake Road
Discovery Bay, CA 94505-9376

Re: Transfer of Parks in Countywide Lighting and
Landscape District Zones in Discovery Bay

Dear Mr. Howard:

As a follow up to our August 28, 2012 meeting, the County's March 27, 2012 letter, and in response to Discovery Bay's June 22, 2012 letter, we thank you for the additional information regarding the Town of Discovery Bay's existing powers to provide park services. Based on your letter and communications received from LAFCO on July 17, 2012, it has been confirmed that the Town of Discovery Bay is authorized to provide park services. Therefore, as we discussed on August 28, 2012 the County is proposing to transfer two parks to the District: Slifer Park (located in Zone 61) and Regatta Park (located in Zone 57).

To enable us to execute the transfer, Public Works requests that starting with the September invoice for work done in August 2012, the Town of Discovery Bay billings separate out the two parks to be transferred from the other features within each of the Zones maintained by the District. This will provide information as to costs for costs for operational maintenance of parks and other landscaped areas. As previously discussed, capital projects should be identified, along with their potential costs. Related to this effort, it is our understanding that the Town of Discovery Bay is performing a park inventory for both parks which is scheduled to be completed by District staff over the next few months.

For our files, please provide the meter numbers for the electrical and water meters in each of the two parks (Regatta and Slifer), so that we can confirm the accounts for the utilities. Please also separate out records on the use of pesticides in these two parks from the landscaping areas.

Mark Brading
September 24, 2012
Page 2 of 2

If you have any questions, please contact me via phone at (925) 313-2160 or email to scohe@pw.cccounty.us.

Sincerely,



Susan Cohen
Special Districts Manager

SC:tr

G:\spdist\DISCOVERY BAY\Disco Bay Park Transfer 2012\Discovery Bay Park Transfer 9-2012.docx

C: K. Cornell, District III
B. Balbas, Deputy Public Works Director
W. Lai, Engineering Services
K. Laws, Real Estate Division
W. Quever, Finance
L. Strobel, County Administration