



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Robert Leete • Vice-President – Kevin Graves • Director – Bill Mayer • Director – Bill Pease • Director – Chris Steele

**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT
AGENDA PACKET**

For the Regular and Closed Session
Meeting of Wednesday

February 15, 2017

7:00 P.M. Regular Meeting

Community Center
1601 Discovery Bay Boulevard



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



President – Robert Leete • Vice-President – Kevin Graves • Director – Bill Mayer • Director – Bill Pease • Director – Chris Steele

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

Wednesday February 15, 2017

REGULAR MEETING 7:00 P.M.

Community Center

1601 Discovery Bay Boulevard, 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 at the time the item is before the Board for consideration. Any person wishing to speak must come up and speak from the podium and will have 3 minutes to make their comment. There will be no dialog between the Board and the commenter. Any clarifying questions from the Board must go through the President.

C. 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. Approval of regular and special meeting minutes for February 1, 2017
2. Approval of special board workshop minutes for February 2, 2017
3. Approve Register of District Invoices

D. AREA AGENCIES REPORTS / PRESENTATION

1. East Contra Costa Fire Protection District Report

E. MONTHLY WATER AND WASTEWATER REPORT – VEOLIA

1. Veolia Report – Month of January 2017

F. BUSINESS AND ACTION ITEMS

1. Discussion and possible action regarding Water Meter Ad Hoc Committee's recommendations regarding the Water Meter Project. (oral report and slide presentation)
2. Discussion and possible action regarding authorizing the payment of \$1,252.08 to Bob Murray and Associates for additional expenses related to the Re-Advertising for General Manager Recruitment.
3. Discussion and possible action regarding authorizing the 2017 Program, Activities, and Events Fee Waivers.
4. Discussion and possible action regarding authorizing the 2017 Parks and Recreation Event Calendar.

G. INFORMATIONAL ITEMS ONLY

H. DIRECTORS' REPORTS

1. Standing Committee Reports
2. Other Reportable Items

I. MANAGER'S REPORT

J. GENERAL MANAGER'S REPORT

K. CORRESPONDENCE RECEIVED

1. Received – Discovery Bay P6 Zone Citizen Advisory Committee meeting minutes for October 12, 2016
2. Received – February 3, 2017 - Request Date January 31, 2017 from Bill Helfrick – Invoices and other supporting documents for payments approved at the February 1, 2017 board meeting
3. Received – East Contra Costa Fire Protection District meeting minutes for January 9, 2017
4. Received – East Contra Costa Fire Protection District meeting minutes for January 23, 2017
5. Received – February 7, 2017 from Bill Klipp – Water Meter Project
6. Received – February 8, 2017 from Frank Morgan – Water Meter Installation Suggestions

L. FUTURE AGENDA ITEMS

M. OPEN SESSION DISCLOSURE OF CLOSED SESSION AGENDA

(Government Code Section 54957.7)

N. CLOSED SESSION:

1. Conference with Legal Counsel—Anticipated Litigation pursuant to Government Code Section 54956.9(b) - (One Potential Case)

O. RETURN TO OPEN SESSION; REPORT ON CLOSED SESSION

(Government Code Section 54957.1)

P. ADJOURNMENT

1. Adjourn to the regular meeting on March 1, 2017 beginning at 7:00 a.m. at the Community Center located at 1601 Discovery Bay Boulevard.

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

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



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



President – Robert Leete • Vice-President – Kevin Graves • Director – Bill Mayer • Director – Bill Pease • Director – Chris Steele

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

Wednesday February 1, 2017

REGULAR MEETING 7:00 P.M.

Community Center

1601 Discovery Bay Boulevard, 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. – By President Leete
2. Pledge of Allegiance – Led by Director Steele
3. Roll Call – All present

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

1) Regarding traffic monitoring and traffic survey; 2) Speed on Discovery Bay Boulevard and other areas of Discovery Bay.

C. 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. Approval of DRAFT minutes of regular meeting for January 18, 2017
2. Approve Register of District Invoices
3. Adopt and Present Proclamation 17-01 thanking and honoring Mary Nejedly-Piepho for her twelve years of dedicated service on the Board of Supervisors and her representation of Discovery Bay.

Motion by: Director Pease to approve the Consent Calendar

Second by: Vice-President Graves

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

President Leete – Presented Proclamation 17-01 to Mary Nejedly-Piepho.

Mary Nejedly-Piepho stated some of the highlights throughout her twelve years of service; Highway safety, sheriff patrol, resource officers, no tow zone, delta tunnels, aquatic weeds, created the Town of Discovery Bay Zip Code, safe routes to schools, Highway 4 widening, and many other items. Mary Nejedly-Piepho also thanked everyone for the honor of serving Discovery Bay.

D. AREA AGENCIES REPORTS / PRESENTATION

1. Supervisor Diane Burgis, District III Report
Alicia Nuchols Field Representative – Provided details regarding the type of updates she provides for Discovery Bay and Introduced Supervisor Diane Burgis, District III.

Supervisor Diane Burgis, District III provided details regarding top priorities; priority to bring Stakeholders together to strengthen and increase fire protection, twin tunnels, algae blooms, and protect the delta. Will be serving on the California Delta County Coalition, improving East County Transportation Infrastructure, expansion of Highway 4, and E Bart once up and running. The County is working hard for the best interest of Discovery Bay residents.

2. Sheriff's Office Report

Crime Prevention Specialist Fontenot - Provided the law enforcement report for the month January. There was discussion regarding the activity on Bixler Road regarding The Boys Ranch.

3. CHP Report

Officer Taylor - Filling in for Officer Thomas taking care of speeding tickets etc. The board stated that there is still a speeding issue within Discovery Bay and to be sure to relay to Officer Thomas and other CHP staff for enforcement.

E. LIAISON REPORTS

1. Trans-Plan Report – No report

2. County Planning Commission Report – No report

3. Code Enforcement Report – No report

4. Special Districts Report** - President Leete attended the meeting and provided an update on the efforts regarding Twin Tunnels and to stop that project.

***These meetings are held Quarterly*

F. PRESENTATIONS

None

G. BUSINESS AND ACTION ITEMS

1. Board Update on Water Meter Installation Project. (Oral Report)

General Manager Davies – Provided an update on the Water Meter Project;

- Preliminary Water Meter Installation began beginning of January and last Monday officially began the Phase I with 140 installations.
- We heard the residents loud and clear that we dropped the ball on keeping them informed; set out to immediately correct the communication.
- All residents received letters for all phases of the Water Meter Project areas.
- Updated website which is more informative with links to meeting agendas that are much easier to locate on the home page.
- Mr. Helfrick – provided questions – staff has answered and a copy of that document is available here tonight and will also be on our website.
- There were 3 Informational Open Houses on the Water Meter Project, very successful and 4 more open houses scheduled for: Wednesday, February 8: 10:00 a.m.-11:00 a.m. & 6:00 p.m.-7:30 p.m. and Wednesday, February 22: 10:00 a.m.-11:00 a.m. & 6:00 p.m.-7:30 p.m. (also placed on our Website)
- The Bond will go out for issuance at the end of February and looking forward to future discussion on the best way to calculate and allocate the project cost to the new metered users.

Public Comment regarding the Water Meter Project:

There were 11 comments regarding the letters that were sent out, the cost should be absorbed by the Town, item requested to be added to the next agenda in relation to the financing of the project, Tax dollars and whether those dollars go into the Town's surplus fund, thanked the board and staff for taking on this project, lack of concern for the cleanup after the install.

Director Mayer – Stated that the board should reconsider the bond or the reserves for the water meter installation.

Director Pease – There is no extra money in the bank; you have restricted reserves and unrestricted reserves – can't commingle the funds. The issue with the communication will be improved, not opposed on the discussion regarding the time that it takes to have a meter installed. Wants to be fair to all residents.

President Leete – Would like to revisit the finances and the cash flow that will be affected by this project and possible alternatives.

Vice-President Graves – Issues with how the residents were informed of the water meter installation project. The key is to educate the public ahead of time at least a year in advance. The Hybrid Option – not borrow all of the money for the project through the bond and protect the reserves; that may simplify things. Should not subsidize complicated installations with simple installations and have more tiers. The cost of the meter is roughly \$200.00, and there is more to the installation than just the meter, meter box, rocks, etc. We need to take a look at how we are allocating those costs based on the difficulty of the installation.

Director Steele – Believes that we should look back at how we are allocating the cost.

President Leete – Direct staff to bring this issue back once we have the answers and alternatives and provide an informational packet at the meeting.

President Leete – Meeting break for 5 minutes.

2. Consider and direct Town Counsel on whether or not to send a letter to the third party bill service provider, doxo, demanding doxo cease and desist use of the Town's website, logo or any reference to the District on doxo's website.

General Manager Davies – Provided the details regarding the third party bill service, doxo and the need to send out a cease and desist letter. There was discussion regarding the letter and the board agreed that the letter be sent out.

Motion by: Director Pease to direct Town Counsel to send a letter to the third party bill service provider, doxo, demanding doxo cease and desist use of the Town's website, logo or any reference to the District on doxo's website.

Second by: Director Mayer

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

3. Consider authorizing the Board President to sign, on behalf of the District, the third Amendment to the employment contract with Interim General Manager Catherine Kutsuris to provide for services on an as-needed-basis not to exceed 120 hours during the period February 1, 2017 through June 30, 2017.

General Manager Davies – Provided the details regarding a third amendment to the contract.

There was one Public Comment speaker regarding the amendment and not to approve.

Motion by: Director Pease to authorize the third amendment to the employment contract with Interim General Manager Catherine Kutsuris.

Second by: None

Motion withdrawn by Director Pease in order for Director Comments.

There was discussion with the Board and General Manger regarding the necessity of the contract, there could be issues that are unknown and the General Manager may need guidance on an as needed basis only.

Motion by: Director Pease to enter into an extension for the Interim General Manager's contract on an as needed basis.

Second by: Director Steele

Vote: Motion Carried – AYES: 4 – President Leete, Vice-President Graves, Director Pease, Director Steele;

NOES: 1 Director Mayer

H. MANAGER'S REPORT

None

I. INFORMATIONAL ITEMS ONLY

None

J. DIRECTORS' REPORTS

1. Standing Committee Reports

2. Other Reportable Items

None

K. GENERAL MANAGER'S REPORT

None

L. CORRESPONDENCE RECEIVED

1. Request Date January 9, 2017 from Bill Helfrick – Water Meter Bid Documents.

2. Received January 10, 2017 – Contra Costa County Clerk-Recorder-Elections Department - Vote-N-Go Program.

3. Request Date January 23, 2017 from Bill Helfrick – Reconsideration of the Water Meter Installation Project.

4. Received January 25, 2017 Letter from East County Voters for Equal Protection regarding an ECCFPD Funding Workshop on February 23, 2017.

There was one Public Comment regarding the PRR requesting the information to locate the various Type 1, 2, 3, and 4 installations, at this time would like to withdraw, If there is a tiered charge then that would be unnecessary information, if you go back to average charge then move forward with the PRR.

M. FUTURE AGENDA ITEMS

None

There was discussion regarding the location of the Board meeting; after discussion the decision is to keep the meeting at the Community Center.

The regular meeting adjourned at 8:20 p.m. to the Closed Session.

N. OPEN SESSION DISCLOSURE OF CLOSED SESSION AGENDA

(Government Code Section 54957.7)

Legal Counsel Attebery – The Board is now adjourning into closed session regarding item O-1.

O. CLOSED SESSION:

1. Conference with Legal Counsel—Anticipated Litigation pursuant to Government Code Section 54956.9(b) - (One Potential Case)

P. RETURN TO OPEN SESSION; REPORT ON CLOSED SESSION

(Government Code Section 54957.1)

Legal Counsel Attebery – Reporting from Closed Session on item O-1 and there is no reportable action.

Q. ADJOURNMENT

1. The meeting adjourned at 8:30 p.m. to the next regular meeting of February 15, 2017 beginning at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

//cmc – 02-03-17

<http://www.todb.ca.gov/agendas-minutes>



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



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**MINUTES OF THE SPECIAL ANNUAL BOARD PLANNING WORKSHOP
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY
Thursday, February 2, 2017
PLANNING WORKSHOP – 6:30 P.M.**

Community Center

1601 Discovery Bay Boulevard, Discovery Bay, California

Website address: www.todb.ca.gov

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

1. Call business meeting to order 6:30 p.m. – By President Leete
2. Pledge of Allegiance – Led by President Leete
3. Roll Call – All present

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

- 1) Regarding the Pickleball group; would like additional courts at Cornell Park.

C. PLANNING WORKSHOP ITEMS

1. Review of Mission, Vision, Values and Goals – No changes
2. Looking Back 2016 Year Review
 - Library service - Drop off and pick up roughly ½ dozen; hopefully more DB residents will utilize.
 - Drought Ordinance - 2016 December - 32 percent reduction all of the months - drought regulations have been extended; you cannot run water down front yard (that is permanent), can wash your car with a shutoff nozzle.
 - Board Meeting Item – CHP to provide written report for board meetings.
 - Park and Recreation Committee - River Otters transition to be self-sustaining.
3. Looking Forward 2017
 - Ad-Hoc Committee – For the Water Meter Project - Director Graves and Director Mayer - to work with staff
 - Finance Committee - Light Poles in Discovery Bay - Research regarding light poles and insurance bring back to the Committee.
 - Next 60 days letters that will go out to residents with identified light pole issues. Combine with the Water meter install notices if possible.
 - Finance Committee - Some diffusers are bad, there are 32 - 2" diffusers – need to address this.
 - Water and Wastewater Committee – Purple Pipe - Filtration pipe plan (recycled water distribution system used for fertilizer)
 - Park and Recreation Committee - Expanding lifeguards, explore revenue for light and landscaping improvements, Corner of Willow Lake Road and DB Blvd - Monument to update Beautify.
 - Park and Recreation and Finance Committee - Front Entrance Decorative lighting.
 - Internal Operations Committee – Intranet within our Website.
 - Communications Committee - E Blast system within our Website.
 - Community Survey with 3-5 questions: (similar to the one that was created when the Community Center was opening)
 - What amenities do they like;
 - What changes could be made...

- Park and Recreation Committee – Explore transfer of Parks to the Town, a second dog park and possible Grants.

4. District Board Organization Issues

- Modifying the Public Comment section of the Agenda.
- Create tabs on the Website - Standing Committee Agenda information.
- Quarterly Updates for Standing Committee
- Discussion - 2015 blockage on one of the conduits and that the Town of Discovery Bay paid for the repair. Legal Counsel met with the County on reimbursement. Former General Manager had many meetings with Reclamation District 800 and they were going to step in. Legal Counsel will reach out to former General Manager for further information.

5. Review Staff Combined 2017 Task List and receive Board Member suggestions or requests for additions – Staff reported being busy.

D. **ADJOURNMENT**

The meeting adjourned at 8:30 p.m. to the next Regular meeting of February 15, 2017 starting at 7:00 p.m. at the Community Center.

//cmc – 02-03-16

<http://www.todb.ca.gov/agendas-minutes>

DRAFT



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date
February 15, 2017

Prepared By: Dina Breitstein, Finance Manager & Lesley Marable, Accountant
Submitted By: Mike Davies, General Manager *(Signature)*

Agenda Title

Approve Register of District Invoices

Recommended Action

Staff recommends that the Board approve the listed invoices for payment

Executive Summary

District invoices are paid on a regular basis, and must obtain Board authorization prior to payment. Staff recommends Board authorization in order that the District can continue to pay warrants in a timely manner.

Fiscal Impact:

Amount Requested \$ 301,819.91

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 2016/2017
Request For Authorization to Pay Invoices for the Discovery Bay Lighting & Landscape District # 8 2016/2017
Request For Authorization to Pay Invoices for the Discovery Bay Lighting & Landscape District # 9 2016/2017

AGENDA ITEM: C-3

**Request For Authorization To Pay Invoices (RFA)
For The Meeting On February 15, 2017
Town of Discovery Bay CSD
For Fiscal Year's 7/16 - 6/17**

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
Contra Costa County Reimbursement				
Brentwood Ace Hardware	808/013117	Landscape Reimb (Z57)	01/31/17	\$64.17
Delta Debris Box Service	1278813	40 Yd Green Pull	12/31/16	\$1,164.00
Discovery Bay Disposal	17-0001966/013117	Com 2 Yb Bin (Z57,Z61)	01/31/17	\$318.35
U.S. Bank Corporate Payment Systems	4246044555703473/117	Landscape Reimb (Z35,Z57,Z61)	12/26/16	\$41.88
		Contra Costa County	Sub-Total	\$1,588.40
Water				
AAA Business Supplies & Interiors	1906689-0	Workstation District Office	01/30/17	\$230.40
Aflac	869972	Supplemental Insurance Jan 2017	01/25/17	\$339.18
Alex McDonald	Fern Ridge Dr	Closed Account, Refund Overpayment	02/01/17	\$12.10
Alhambra	13710019 012017	Bottle Water Service	01/20/17	\$11.25
Ambient Air Inc.	1000019677	District Office Heating & AC Repair	01/20/17	\$2,860.00
Badger Meter	80010204	Beacon Cellular Data Jan 2017	01/31/17	\$2,206.31
Big Dog Computer	BDC33279	IT Support	01/23/17	\$77.50
Big Dog Computer	BDC33280	IT Support	01/31/17	\$39.00
Big Dog Computer	BDC33282	IT Support	02/04/17	\$71.50
Brentwood Ace Hardware	808/013117	Misc. Small Tools	01/31/17	\$22.59
Brentwood Ace Hardware	808/013117	Building Maintenance	01/31/17	\$12.85
Brentwood Ace Hardware	808/123116	Safety Equipment & Supplies	12/31/16	\$7.80
Brentwood Press & Publishing	196175	Water Meter Project Mailings	01/30/17	\$2,333.00
CaliforniaChoice Benefit Admin	2616447/53040	Health Insurance Feb 2017	01/27/17	\$4,397.04
Cintas	185589402	Mats	01/25/17	\$6.86
Cintas	185590364	Mats	02/01/17	\$6.86
County Of Contra Costa, Dept of Info Tec	10782	Data Processing Dec 2016	01/18/17	\$19.80
Discovery Bay Designs	1237	Personal Protective Equipment	01/23/17	\$125.64
Discovery Locks & More, Inc.	14634	Padlocks	01/05/17	\$60.83
Gloria & John Cavalli	Hampshire Dr	Closed Account, Refund Overpayment	02/01/17	\$15.05
J.W. Backhoe & Construction, Inc.	2738	Water Leak Cypress Ct	01/26/17	\$12,743.50
J.W. Backhoe & Construction, Inc.	2739	Valve Repair Andrews Dr	02/01/17	\$7,319.19
Kelly Rajala	JAN 2017	Expense Report Jan 2017	01/30/17	\$42.16
Lesley Marable	JAN 2017	Expense Report Jan 2017	02/02/17	\$37.42
Office Depot	888287734001	Office Supplies	01/09/17	\$21.70
Office Depot	892045729001	Office Supplies	01/05/17	\$128.00
Office Depot	892046151001	Office Supplies	01/11/17	\$18.39
Office Depot	892902468001	Office Supplies	01/09/17	\$47.62
Office Depot	892993808001	Office Supplies	01/12/17	-\$31.17
Office Depot	892994396001	Office Supplies	01/07/17	\$93.52
Office Depot	894196930001	Office Supplies	01/12/17	\$51.08
Office Depot	894197187001	Office Supplies	01/12/17	\$36.15
Office Depot	894606542001	Office Supplies	01/13/17	\$25.82
Office Depot	894606649001	Office Supplies	01/13/17	\$15.69
Office Depot	898411116001	Office Supplies	01/26/17	\$84.84
Office Depot	898411265001	Office Supplies	01/26/17	\$12.79
Office Depot	898411267001	Office Supplies	01/26/17	\$9.72
Office Team	47236149	Water Meter Project Temporary	12/05/16	\$1,771.00
Office Team	47284188	Water Meter Project Temporary	12/12/16	\$44.00
Office Team	47641656	Water Meter Project Temporary	01/31/17	-\$352.00
Pacific Gas & Electric	1521433231-2/011017	Electric & Gas Bill 12/09/16-01/09/17	01/10/17	\$3,785.31
Pacific Gas & Electric	2943721807-5/010917	Electric & Gas Bill 12/08/16-01/08/17	01/09/17	\$16,832.37
Paul E. Vaz Trucking, Inc.	46955	Material	01/25/17	\$491.73
Paul E. Vaz Trucking, Inc.	46956	Freight	01/25/17	\$543.06
ReliaStar Life Insurance Company	JR52 457(B) 021517	457(b) 02/01/17-02/15/17	02/15/17	\$433.02
Ricoh USA, Inc	5046651074	Photocopier	01/19/17	\$106.88
Rwizard 1 Photography	656	Photos Board Of Directors	01/06/17	\$80.00
SDRMA	21855	Ancillary Benefits Jan 2017	02/06/17	\$530.12
TASC	450775312003/217	IRS Sec 125 Health Savings Account Feb 2017	02/01/17	\$289.99
Underground Service Alert	17010303	Annual Membership	01/24/17	\$208.26
Upper Case Printing, Ink.	11551	Office Supplies	01/30/17	\$45.68
U.S. Bank Corporate Payment Systems	4246044555703473/117	Water Meter Project	12/26/16	\$62.99
U.S. Bank Corporate Payment Systems	4246044555703473/117	Travel & Meetings	12/26/16	\$55.17
U.S. Bank Corporate Payment Systems	4246044555703473/117	Telephone General	12/26/16	\$668.82

U.S. Bank Corporate Payment Systems	4246044555703473/117	Telecom Networking	12/26/16	\$723.34
U.S. Bank Corporate Payment Systems	4246044555703473/117	Vehicle & Equipment Fuel	12/26/16	\$180.45
U.S. Bank Corporate Payment Systems	4246044555703473/117	Vehicle Repair & Maintenance	12/26/16	\$320.60
U.S. Bank Corporate Payment Systems	4246044555703473/117	Info System	12/26/16	\$136.80
U.S. Bank Corporate Payment Systems	4246044555703473/117	Computer Equipment & Supplies	12/26/16	\$685.87
U.S. Bank Corporate Payment Systems	4246044555703473/117	Computer Software	12/26/16	\$264.00
U.S. Bank Corporate Payment Systems	4246044555703473/117	Office Furniture	12/26/16	\$301.65
U.S. Bank Corporate Payment Systems	4246044555703473/117	Office Supplies	12/26/16	\$65.92
U.S. Bank Corporate Payment Systems	4246044555703473/117	Safety Equipment & Supplies	12/26/16	\$16.34
U.S. Bank Corporate Payment Systems	4246044555703473/117	Special Expense	12/26/16	\$424.12
Veolia Water North America	65322	Monthly O&M Fee Feb 2017	02/01/17	\$51,250.12
Willow Ford	JAN 2017	Expense Report Jan 2017	01/31/17	\$15.84

Water Sub-Total \$113,493.43

Wastewater

AAA Business Supplies & Interiors	1906689-0	Workstation District Office	01/30/17	\$345.60
Aflac	869972	Supplemental Insurance Jan 2017	01/25/17	\$508.76
Alhambra	13710019 012017	Bottle Water Service	01/20/17	\$16.88
Ambient Air Inc.	1000019677	District Office Heating & AC Repair	01/20/17	\$4,290.00
American Retrofit Systems	1223	Building Maintenance	01/10/17	\$200.00
Big B Lumber	451097	PGE Funded Project, Pool Shed	02/11/17	\$121.39
Big Dog Computer	BDC33279	IT Support	01/23/17	\$116.25
Big Dog Computer	BDC33280	IT Support	01/31/17	\$58.50
Big Dog Computer	BDC33282	IT Support	02/04/17	\$107.25
Brentwood Ace Hardware	808/013117	Misc. Small Tools	01/31/17	\$33.88
Brentwood Ace Hardware	808/013117	PGE Funded Project, Pool Shed	01/31/17	\$45.58
Brentwood Ace Hardware	808/013117	Building Maintenance	01/31/17	\$19.27
Brentwood Ace Hardware	808/123116	General Repairs	12/31/16	\$23.70
Brentwood Ace Hardware	808/123116	PGE Funded Project, Community Center Roof	12/31/16	\$132.15
Brentwood Ace Hardware	808/123116	Safety Equipment & Supplies	12/31/16	\$11.71
CaliforniaChoice Benefit Admin	2616447/53040	Health Insurance Feb 2017	01/27/17	\$6,595.56
Cintas	185589402	Mats	01/25/17	\$10.30
Cintas	185589402	Uniforms	01/25/17	\$14.20
Cintas	185590364	Mats	02/01/17	\$10.30
Cintas	185590364	Uniforms	02/01/17	\$14.20
County Of Contra Costa, Dept of Info Tec	10782	Data Processing Dec 2016	01/18/17	\$29.70
Discovery Bay Designs	1237	Personal Protective Equipment	01/23/17	\$188.45
Discovery Locks & More, Inc.	14634	Padlocks	01/05/17	\$91.24
Herwit Engineering	16-12	Professional Services Dec 2016	01/03/17	\$14,005.00
Herwit Engineering	DB-MP-7-10	Effluent Filtration Project	01/03/17	\$23,375.30
Kleinfelder, Inc.	1136223	Effluent Filtration Project	01/13/17	\$1,226.75
Lesley Marable	JAN 2017	Expense Report Jan 2017	02/02/17	\$56.14
Office Depot	888287734001	Office Supplies	01/09/17	\$32.54
Office Depot	892045729001	Office Supplies	01/05/17	\$192.00
Office Depot	892046154001	Office Supplies	01/16/17	\$14.06
Office Depot	892902468001	Office Supplies	01/09/17	\$71.42
Office Depot	892902598001	Office Supplies	01/07/17	\$16.23
Office Depot	892993808001	Office Supplies	01/12/17	-\$46.76
Office Depot	892994396001	Office Supplies	01/07/17	\$140.27
Office Depot	894196930001	Office Supplies	01/12/17	\$76.62
Office Depot	894197187001	Office Supplies	01/12/17	\$54.23
Office Depot	894606542001	Office Supplies	01/13/17	\$38.73
Office Depot	898411116001	Office Supplies	01/26/17	\$127.27
Office Depot	898411265001	Office Supplies	01/26/17	\$19.19
Office Depot	898411267001	Office Supplies	01/26/17	\$14.57
Pacific Gas & Electric	1181942262-4/010817	Electric & Gas Bill 12/07/16-01/06/17	01/08/17	\$3,022.90
Pacific Gas & Electric	7312115758-7/011017	Electric & Gas Bill 12/09/16-01/09/17	01/10/17	\$27,192.76
ReliaStar Life Insurance Company	JRS2 457(B) 021517	457(b) 02/01/17-02/15/17	02/15/17	\$649.53
Ricoh USA, Inc	5046651074	Photocopier	01/19/17	\$160.33
Rwizard 1 Photography	656	Photos Board Of Directors	01/06/17	\$120.00
SDRMA	21855	Ancillary Benefits Jan 2017	02/06/17	\$795.17
SDRMA	55854	Property Insurance WWTP#1	01/06/17	\$158.04
TASC	450775312003/217	IRS Sec 125 Health Savings Account Feb 2017	02/01/17	\$434.98
Underground Service Alert	17010303	Annual Membership	01/24/17	\$312.40
Upper Case Printing, Ink.	11551	Office Supplies	01/30/17	\$68.51
U.S. Bank Corporate Payment Systems	4246044555703473/117	Travel & Meetings	12/26/16	\$82.75
U.S. Bank Corporate Payment Systems	4246044555703473/117	Telephone General	12/26/16	\$1,336.60
U.S. Bank Corporate Payment Systems	4246044555703473/117	Telecom Networking	12/26/16	\$1,085.00
U.S. Bank Corporate Payment Systems	4246044555703473/117	Vehicle & Equipment Fuel	12/26/16	\$163.93

U.S. Bank Corporate Payment Systems	4246044555703473/117	Vehicle Repair & Maintenance	12/26/16	\$480.91
U.S. Bank Corporate Payment Systems	4246044555703473/117	Info System	12/26/16	\$205.20
U.S. Bank Corporate Payment Systems	4246044555703473/117	Computer Software	12/26/16	\$396.00
U.S. Bank Corporate Payment Systems	4246044555703473/117	Office Furniture	12/26/16	\$452.46
U.S. Bank Corporate Payment Systems	4246044555703473/117	Office Supplies	12/26/16	\$98.87
U.S. Bank Corporate Payment Systems	4246044555703473/117	Safety Equipment & Supplies	12/26/16	\$24.51
U.S. Bank Corporate Payment Systems	4246044555703473/117	Special Expense	12/26/16	\$636.18
Veolia Water North America	65322	Monthly O&M Fee Feb 2017	02/01/17	\$76,875.19
Willow Ford	JAN 2017	Expense Report Jan 2017	01/31/17	\$23.75

Wastewater Sub-Total \$167,174.40

Community Center

Community Center Sub-Total \$0.00

Grand Total \$282,256.23

Request For Authorization To Pay Invoices (RFA)
For The Meeting On February 15, 2017
Town of Discovery Bay, D.Bay L&L Park #8
For Fiscal Year's 7/16 - 6/17

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
Alhambra	13710019 012017	Community Center-Bottle Water Service	01/20/17	\$49.08
Big Dog Computer	BDC33283	IT Support	02/04/17	\$197.00
Big Dog Computer	BDC33284	Community Center-IT Support	02/04/17	\$146.25
Brentwood Ace Hardware	808/013117	Equipment Maintenance	01/31/17	\$200.00
Brentwood Ace Hardware	808/013117	Building Maintenance	01/31/17	\$46.22
Brentwood Ace Hardware	808/013117	Community Center-Landscape Maintenance	01/31/17	\$215.60
Brentwood Ace Hardware	808/123116	Vehicle & Equipment Repair	12/31/16	\$101.56
Brentwood Ace Hardware	808/123116	Landscape Maintenance	12/31/16	\$59.00
Brentwood Ace Hardware	808/123116	Community Center-Building Maintenance	12/31/16	\$27.30
Cintas	185589402	Uniforms	01/25/17	\$54.61
Cintas	185589402	Community Center-Mats	01/25/17	\$53.86
Cintas	185590364	Uniforms	02/01/17	\$54.61
Cintas	185590364	Community Center-Mats	02/01/17	\$53.86
Contra Costa Health Services	IN0187090	Community Center-Health Permit 2017-2018	01/30/17	\$730.00
Discovery Bay Disposal	17-0013218/013117	Community Center-Com 3 Yd Bin	01/31/17	\$444.66
Express Labs Inc.	73381	Community Center-Pre Employment	01/31/17	\$60.00
Hydropoint Data Systems, Inc.	CU034341/23752	WeatherTrak	01/19/17	\$225.00
Karina Dugand	40	Community Center-Program Fees	01/26/17	\$1,093.50
Leslie's Pool Supplies, Inc.	13357489/010317	Community Center-Pool Chemicals	01/03/17	\$98.54
Office Depot	893413553001	Community Center-Office Supplies	01/10/17	\$195.06
Office Depot	893843917001	Community Center-Office Supplies	01/11/17	\$6.57
Office Depot	896102502001	Office Supplies	01/19/17	\$135.15
Pacific Gas & Electric	0869258994-1/010817	Electric & Gas Bill 12/07/16-01/06/17	01/08/17	\$506.12
Pacific Gas & Electric	5702839598-6/010817	Community Center-Electric & Gas Bill 12/07/16-01/06/17	01/08/17	\$908.71
Pacific Gas & Electric	5939734421-5/011317	Electric & Gas Bill 12/15/16-01/13/17	01/13/17	\$7,945.25
Shannon Gay Leyen	3	Community Center-Program Fees	02/01/17	\$2,694.38
Town of Discovery Bay, CSD	9-900-000-002-6.02	Community Center-Water Bill 12/01/16-12/31/16	12/31/16	\$26.56
Town of Discovery Bay, CSD	9-900-000-002-6.03	Community Center-Water Bill 12/01/16-12/31/16	12/31/16	\$117.85
Town of Discovery Bay, CSD	9-900-000-002-7.02	Water Bill 12/01/16-12/31/16	12/31/16	\$13.08
Town of Discovery Bay, CSD	9-900-000-004-2.01	Water Bill 12/01/16-12/31/16	12/31/16	\$44.42
Town of Discovery Bay, CSD	9-900-000-004-2.02	Water Bill 12/01/16-12/31/16	12/31/16	\$74.16
Town of Discovery Bay, CSD	9-900-000-004-2.03	Water Bill 12/01/16-12/31/16	12/31/16	\$52.32
Town of Discovery Bay, CSD	9-900-000-004-2.04	Water Bill 12/01/16-12/31/16	12/31/16	\$26.76
Town of Discovery Bay, CSD	9-900-000-004-2.05	Water Bill 12/01/16-12/31/16	12/31/16	\$25.18
Town of Discovery Bay, CSD	9-900-000-004-2.06	Water Bill 12/01/16-12/31/16	12/31/16	\$25.18
Town of Discovery Bay, CSD	9-900-000-004-2.07	Water Bill 12/01/16-12/31/16	12/31/16	\$39.68
Town of Discovery Bay, CSD	9-900-000-004-2.08	Water Bill 12/01/16-12/31/16	12/31/16	\$39.68
Town of Discovery Bay, CSD	9-900-000-004-2.09	Water Bill 12/01/16-12/31/16	12/31/16	\$39.68
Town of Discovery Bay, CSD	9-900-000-004-2.10	Water Bill 12/01/16-12/31/16	12/31/16	\$39.68
Town of Discovery Bay, CSD	9-900-000-004-4.01	Water Bill 12/01/16-12/31/16	12/31/16	\$13.08
Town of Discovery Bay, CSD	9-900-000-004-4.02	Water Bill 12/01/16-12/31/16	12/31/16	\$39.68
Town of Discovery Bay, CSD	9-900-000-004-4.03	Water Bill 12/01/16-12/31/16	12/31/16	\$41.26
Town of Discovery Bay, CSD	9-900-000-004-4.04	Water Bill 12/01/16-12/31/16	12/31/16	\$13.08
Town of Discovery Bay, CSD	9-900-000-004-4.05	Water Bill 12/01/16-12/31/16	12/31/16	\$25.18
Town of Discovery Bay, CSD	9-900-000-012-0.01	Water Bill 12/01/16-12/31/16	12/31/16	\$25.18
U.S. Bank Corporate Payment System	4246044555703473/117	Vehicle & Equipment Fuel	12/26/16	\$171.63
U.S. Bank Corporate Payment System	4246044555703473/117	Equipment Repair	12/26/16	\$25.77
U.S. Bank Corporate Payment System	4246044555703473/117	Safety Equipment & Supplies	12/26/16	\$77.51
U.S. Bank Corporate Payment System	4246044555703473/117	Community Center-Telephone General	12/26/16	\$350.52
U.S. Bank Corporate Payment System	4246044555703473/117	Community Center-Monthly Software	12/26/16	\$349.40
U.S. Bank Corporate Payment System	4246044555703473/117	Community Center-Building Maintenance	12/26/16	\$361.50
U.S. Bank Corporate Payment System	4246044555703473/117	Community Center-Employment Screening	12/26/16	\$70.33
			Total	\$18,430.24

Request For Authorization To Pay Invoices (RFA)
For The Meeting On February 15, 2017
Town of Discovery Bay, D.Bay L&L Park #9 (Ravenswood)
For Fiscal Year's 7/16 - 6/17

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
Brentwood Ace Hardware	808/013117	Equipment Maintenance	01/31/17	\$142.44
Cintas	185589402	Uniforms	01/25/17	\$55.08
Cintas	185590364	Uniforms	02/01/17	\$57.75
Pacific Gas & Electric	0403377952-3/010817	Electric & Gas Bill 12/07/16-01/06/17	01/08/17	\$46.04
Town of Discovery Bay, CSD	9-900-000-004-3.01	Water Bill 12/01/16-12/31/16	12/31/16	\$80.48
Town of Discovery Bay, CSD	9-900-000-004-3.02	Water Bill 12/01/16-12/31/16	12/31/16	\$39.68
Town of Discovery Bay, CSD	9-900-000-004-3.03	Water Bill 12/01/16-12/31/16	12/31/16	\$39.68
U.S. Bank Corporate Payment System	4246044555703473/117	Telephone General	12/26/16	\$7.40
U.S. Bank Corporate Payment System	4246044555703473/117	Vehicle & Equipment Fuel	12/26/16	\$404.51
U.S. Bank Corporate Payment System	4246044555703473/117	Personal Protective Equipment	12/26/16	\$260.38
			Total	\$1,133.44



MONTHLY OPERATIONS REPORT

January 2017

Town of Discovery Bay, CA

2712 Days of Safe Operations

126,633 worked hours since last recordable incident

TRAINING:

Safety, Operations, & Equipment

Safety	Hours
West Monthly Regional Safety Webinar Weekly Safety Topics HazCom	5.0
Operations	

REPORTS SUBMITTED TO REGULATORY AGENCIES

Monthly Discharge Monitoring Report (DMR) Monthly electronic State Monitoring Report (eSMR) Monthly Coliform Report, State Water Board (WD) Quarterly Discharge Monitoring Report Quarterly Water Quality Report Annual Discharge Monitoring Report Annual Mercury Report Annual Operation Report Annual Salinity Report Annual Hazardous Waste Report

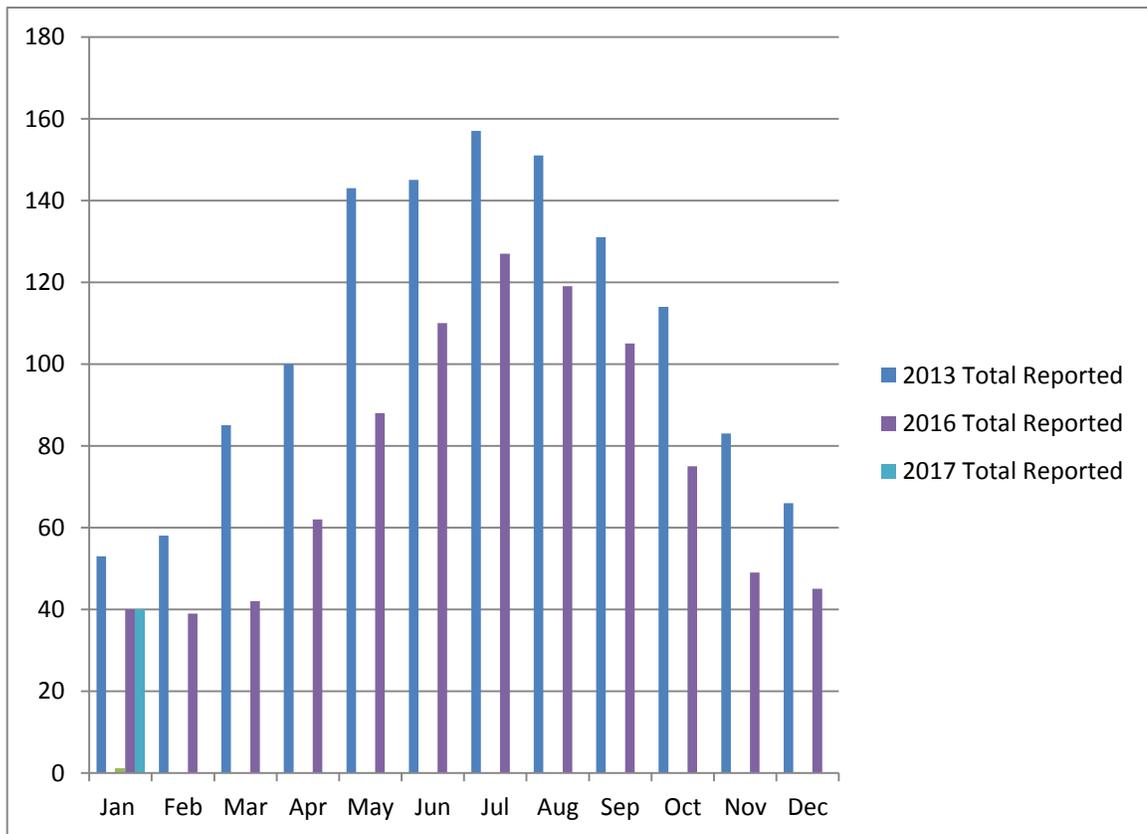
WATER SERVICES

# of Active Wells	Water Produced (MG)	Chemical (Hypo) Delivered	Fire Hydrant Flushing
6	40	1070	4

Note: Well 5 is active, stand by only.

2017 Monthly Water Production Table (MG)

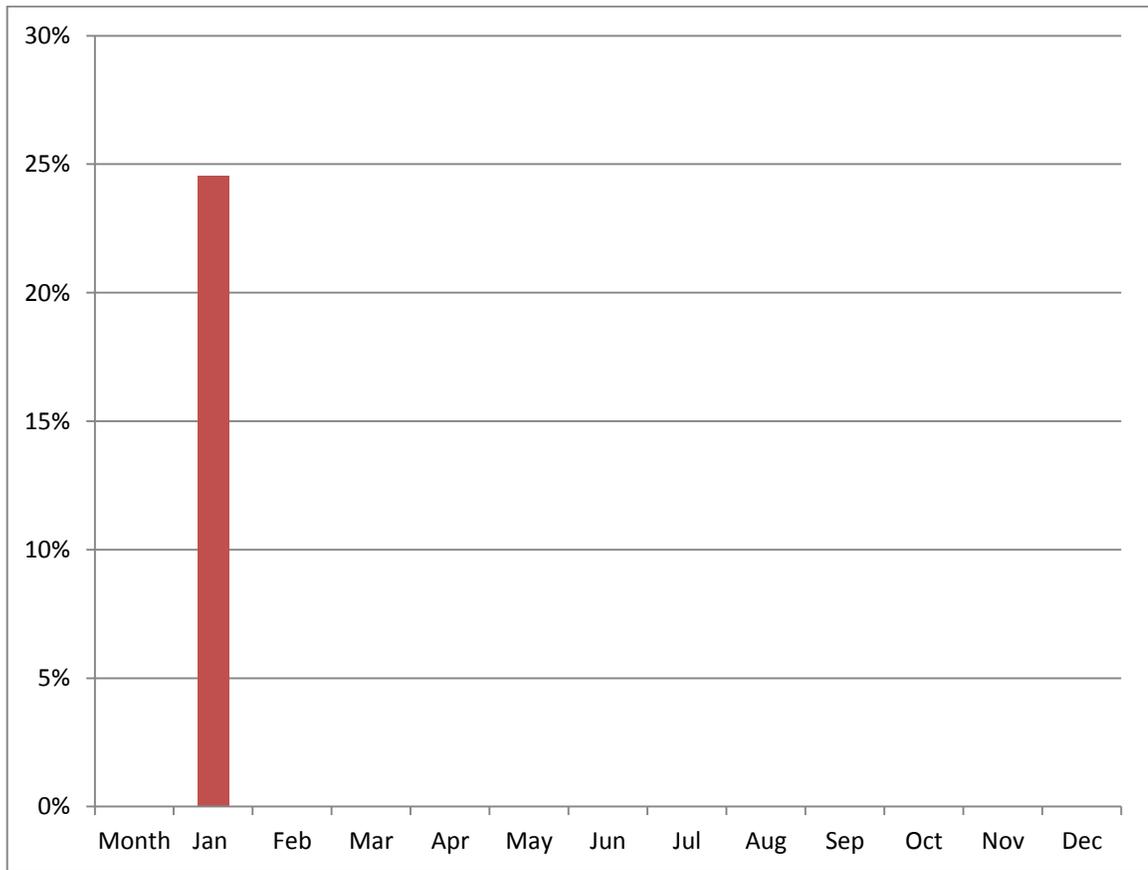
January	February	March	April	May	June
40					
July	August	September	October	November	December



Bacteriological Test Results:

Routine Bacteria Samples Collected	No. Total Coliform Positives	No. Fecal/E. coli Positives	Brown Water Calls
20	0	0	0

Water Reduction



WASTEWATER SERVICE

Wastewater Laboratory Analysis

<i>WW Effluent Parameter</i>	<i>Permit Limits</i>	<i>December Lab Data</i>	<i>January Lab Data</i>
Flow, MG Effluent, monthly total		39	40
Flow, MG Daily Influent Flow, avg.	N/A	1.3	1.3
Flow, MG Daily Discharge Flow, avg.	2.35	1.1	1.3
Effluent BOD ₅ , lbs/d, monthly avg.	350	37	35
Effluent TSS, lbs/d, monthly avg.	525	42	93
Effluent BOD ₅ , mg/L, monthly avg.	20	4	3
Effluent TSS, mg/L, monthly avg.	30	5	8
Total Coli form 7 day Median Max	23	0.0	23
Total Coli form Daily Maximum	240	2.0	130
% Removal BOD ₅ , monthly avg.	85% min.	99	98
% Removal, TSS, monthly avg.	85% min.	98	93
Electrical Conductivity, umhos/cm annual avg.	2100	2100	2050

Blue – new parameter added

National Pollution Discharge Elimination System (NPDES)

NPDES Related Excursions	Permit Parameter	NPDES Parameter Limit	Actual Parameter Result
0	N/A	N/A	N/A

Bacteriological Test Results

Routine Bacteria Samples Collected	No. Total Coliform Positives	No. Fecal/E. coli Positives	7-Day Median Excursion
13	0	0	0

Lift Station Status

# of Active Lift Stations	# of Inactive Lift Stations	SSO	Wastewater Received (MG)
15	0	0	39

COLLECTION

- 13,577 ft. of collection sanitary sewer line was assessed
- 66,589 ft. of collection sanitary sewer line has been assessed
- 737 ft. flushed
- Inspected 55 manhole & covers
- 221 manhole & covers has been inspected.
- Performed weekly lift station inspections.

MAINTENANCE

Preventive and Corrective

Total # of WO's Completed	Total Hours
155	96

Work Order Back-Log

Aging 8 - 30 Days	Aging > 30 Days
25	1

Call & Emergency Responses

Call Outs	Emergencies
6	0

Personnel Hours & Overtime:

Regular Hours	Overtime
1784	37

TERMS

WWTP	WASTEWATER TREATMENT PLANT
WTP	WATER TREATMENT PLANT
WL	WILLOW LAKE
NP	NEWPORT
VFD	VARIABLE FREQUENCY DRIVE
WO	WORK ORDER
PLC	PROGRAMMABLE LOGIC CONTROLLER
L/S	LIFT STATION
SSO	SANITARY SEWER OVERFLOW
BOD	BIOLOGICAL OXYGEN DEMAND
TSS	TOTAL SUSPENDED SOLIDS
MGD	MILLION GALLONS PER DAY
mg/l	MILLIGRAMS PER LITRE
CCTV	CLOSED CIRCUIT TELEVISION
PPM	PARTS PER MILLION
RAS	RETURN ACTIVATED SLUDGE
WAS	WATSE ACTIVATED SLUDGE
UV	ULTRAVIOLET LIGHT



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

February 15, 2017

Prepared By: Rod A. Attebery, District Counsel
Submitted By: Mike Davies, General Manager

MRD

Agenda Title

Discussion and possible action regarding authorizing the payment of \$1,252.08 to Bob Murray and Associates for additional expenses related to the Re-Advertising for General Manager recruitment.

Recommended Action

Staff recommends that the Board approve payment of \$1,252.08 to Bob Murray and Associates.

Executive Summary

In March of 2017, the Board approved a contract with Bob Murray and Associates for the recruitment of the Town General Manager. The contract provided that the consultant would be compensated for costs not to exceed \$17,500 for professional services. The District also agreed to reimburse the Consultant for expenses related to travel, advertising, clerical, etc. at a cost not to exceed \$6900.00 without prior approval of the District. The contract also specified that, "in no event shall the total compensation and expenses payable to Consultant under this Agreement exceed the sum of Twenty-Four Thousand Four Hundred Dollars (\$24,400.00) unless specifically approved in advance and in writing by the District." (Reference: Contract Section 4.3)

The District has cleared payments to date in the amount of \$24,126.21 and has outstanding invoices totaling \$1951.17 (of which \$273.79 may be paid under the existing contract). As part of the District's consideration of candidates, some of whom resided out of the area, the Board concurred that the requested travel expenses of the candidates should be reimbursed. The travel expense request totaled \$475.20 which was authorized to be paid by the Board on January 18, 2017. There were no other costs in excess of the contract amount approved by the District at that meeting. Due to a calculation oversight and the need to re-advertise a second time there remains an outstanding balance.

After review of all invoices paid and the remaining balances, staff determined that an oversight in mathematical calculations occurred. After correction of the calculations, there remains an unpaid balance of \$1,252.08 owed to the Consultant for additional advertising costs and expenses.

As such, the staff recommendation is to authorize the additional payment of \$1252.08 beyond the contract maximum. This recommendation, if approved, would pay off the remaining consultant invoiced costs and close this contract.

Fiscal Impact: \$1,252.08 additional costs.

Amount Requested : \$1,252.08

Sufficient Budgeted Funds Available?: Yes

Previous Relevant Board Actions for This Item

March 2, 2016 Bob Murray and Associates contract approval and
January 18, 2017 Agenda Report Authorize the payment of \$475.20 to Bob Murray and Associates

AGENDA ITEM: F-2



PROFESSIONAL SERVICE AGREEMENT
TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT /
BOB MURRAY & ASSOCIATES

EXECUTIVE RECRUITMENT FOR A GENERAL MANAGER ON BEHAIF OF THE TOWN OF
DISCOVERY BAY COMMUNITY SERVICES DISTRICT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the Town of Discovery Bay, a Community Services District formed under the laws of the state of California (“District”), Bob Murray & Associates, (“Consultant”)

RECITALS

A. District has determined it is in need of a permanent General Manager and desires to engage professional consultant services to conduct an executive recruitment for a General Manager.

B. Consultant represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, District and Consultant agree as follows:

AGREEMENT

1. DEFINITIONS

- 1.1. “Scope of Services”: Such professional services as are generally set forth in Consultant’s February 12, 2016 proposal/scope of work which is attached hereto as Exhibit A and incorporated herein by this reference
- 1.2. “Commencement Date”: March 7, 2016

2. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall continue until the recruitment is completed as described in the Scope of Services or until terminated earlier in accordance with Section 14 (“Termination”) below.

3. CONSULTANT'S SERVICES

- 3.1. Consultant shall perform the services identified in the Scope of Services. District shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 3.2. Consultant shall complete all services relating to the Project and return deliverables to District in accordance with the Timing proposed in Consultant's February 12, 2016 proposal/scope of work which is attached hereto as Exhibit A.
- 3.3. Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to District. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.).
- 3.4. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The District Board of Directors shall be Consultant's project administrators and shall have direct responsibility for management and coordination of Consultant's performance under this Agreement. District shall not direct, control or supervise Consultant's employees or sub-consultants in the performance of the Scope of Work set forth in this Agreement.
- 3.5. Consultant shall provide progress copies of drawings, reports, specifications and other necessary information to the District and other engineers for coordination and review.
- 3.6. Consultant shall strictly observe and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or properties or their protection from damage, injury, or loss. Without limiting the foregoing, Consultant shall comply with all requirements, regulations, orders, and directives promulgated under the Federal Occupational Safety and Health Act, the California Occupational Safety and Health Act, and the California Safe Drinking Water and Toxic Enforcement Act of 1988.

4. COMPENSATION

- 4.1. District agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, the fixed amount of Seventeen Thousand Five Hundred Dollars (\$17,500.00).
- 4.2. District agrees to reimburse Consultant for expenses for Consultant travel; advertising; recruitment brochure layout, typeset, and printing; clerical; express mail postage; printing and binding; background and public records checks; and credit checks. First class mail postage, photocopying, and telephone charges are allocated costs. Expenses to be reimbursed shall not exceed Six Thousand Nine Hundred Dollars (\$6,900.00) without prior approval of District.

- 4.3. In no event shall the total compensation and expenses payable to Consultant under this Agreement exceed the sum of Twenty-Four Thousand Four Hundred Dollars (\$24,400.00) unless specifically approved in advance and in writing by District.
- 4.4. Consultant shall submit to District an invoice, on a monthly basis or less frequently, for the work completed and all expenses incurred pursuant to this Agreement as of that date. Within ten business days of receipt of each invoice, District shall notify Consultant in writing of any disputed amounts included on the invoice. Within forty-five (45) calendar days of receipt of each invoice, District shall pay all undisputed amounts included on the invoice. District shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 4.5. Additional services requested by District and not included in the Scope of Services may be required by the District. Such additional services shall be performed only in accordance with Change Orders, authorized and issued by District or District's designated representative. Each Change Order shall list the scope of services to be performed, state the time within which the work is to be completed, and designate any special conditions. Payments for any additional services requested by District shall be made to Consultant by District at an agreed upon rate, unless otherwise stated in the Change Order.

5. OWNERSHIP OF WRITTEN PRODUCTS

- 5.1. All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain the property of District without restriction or limitation upon its use or dissemination by District. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. District shall indemnify Consultant from any liability arising from use of documents not in connection with the Scope of Services identified in this agreement.

6. RELATIONSHIP OF PARTIES

- 6.1. Consultant is, and shall at all times remain as to District, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of District or otherwise to act on behalf of District as an agent. Neither District nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of District. Consultant is not entitled to the rights or benefits afforded District employees, including, but not limited to, disability, unemployment or other insurance, or workers' compensation.

7. CONFIDENTIALITY

- 7.1. All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by District. District shall grant such consent if disclosure is legally required. Upon request, all District data shall be returned to District upon the termination or expiration of this Agreement.

8. INDEMNIFICATION

- 8.1. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend District, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property to the extent caused by any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of District's choice.
- 8.2. District shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due District from Consultant as a result of Consultant's failure to pay District promptly any indemnification arising under this Section 8 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 8.3. The obligations of Consultant under this Section 8 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives any statutory immunity under such statutes or laws as to District, its officers, agents, employees and volunteers.
- 8.4. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 8 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend District, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property to the extent caused by any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of District's choice.
- 8.5. District does not, and shall not; waive any rights that it may possess against Consultant because of the acceptance by District, or the deposit with District, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

9. INSURANCE

- 9.1. During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- 9.1.1. Commercial General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000), per occurrence and in the aggregate, including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 9.1.2. Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- 9.1.3. Worker's Compensation insurance as required by the laws of the State of California.
- 9.1.4. Professional Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.
- 9.2. Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 9.3. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 9.4. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, District may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 9.5. At all times during the term of this Agreement, Consultant shall maintain on file with District a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the District and its officers, employees, agents and volunteers as additional insureds under Commercial General Liability. Consultant shall, prior to commencement of work under this Agreement, file with District such certificate(s).
- 9.6. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 9.7. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming District and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to District.
- 9.8. Commercial General Liability insurance provided by Consultant shall be primary to any coverage available to District. Any insurance or self-insurance maintained by District and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 9.9. All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the District.

- 9.10. Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of District, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to District, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 9.11. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 8 of this Agreement.

10. MUTUAL COOPERATION

- 10.1. District shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 10.2. In the event any claim or action is brought against District relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that District may require.

11. RECORDS AND INSPECTIONS

- 11.1. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. District shall have the right to access and examine such records, without charge, during normal business hours. District shall further have the right to audit such records, to make transcripts there from and to inspect all program data, documents, proceedings, and activities.

12. NOTICES

- 12.1. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and District's regular business hours; or (ii) on the fifth business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to District:

Town of Discovery Bay CSD
1800 Willow Lake Road
Discovery Bay, CA 94505
Telephone: (925) 634-1131
Facsimile: (925) 513-2705

With courtesy copy to:

Rod Attebery, Attorney for Town of Discovery Bay CSD
Neumiller & Beardslee
P.O. Box 20
Stockton, CA 95201
Telephone: (209) 948-8200

If to Consultant:

Bob Murray & Associates
1677 Eureka Road, Suite 202
Roseville, CA 95661
Telephone: (916) 784-9080
Facsimile: (916) 784-1985

13. SURVIVING COVENANTS

13.1. To the extent required by applicable law, the parties agree that the covenants contained in Section 7, Section 8, Paragraph 10.2 and Section 11 of this Agreement shall survive the expiration or termination of this Agreement.

14. TERMINATION

14.1. District shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on thirty (30) calendar days' written notice to District. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All District data, documents, objects, materials or other tangible things shall be returned to District upon the termination or expiration of this Agreement.

14.2. If District terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

15. GENERAL PROVISIONS

15.1. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without District's prior written consent, and any attempt to do so shall be void and of no effect. District shall not be obligated or liable under this Agreement to any party other than Consultant.

- 15.2. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 15.3. Consultant agrees to comply with the regulations of District's "Conflict of Interest Code." Said Code is in accordance with the requirements of the Political Reform Act of 1974.
- Consultant covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of service required hereunder. The term "conflict" shall include, as a minimum, the definition of a "conflict of interest" under the California Fair Political Practices Act and the Town of Discovery Bay Conflict of Interest Code, as that term is applied to consultants.
- 15.4. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 15.5. The waiver by District or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by District or Consultant unless in writing.
- 15.6. Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in District's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 15.7. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Contra Costa County, California.
- 15.8. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be

affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

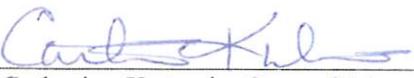
15.9. This Agreement shall be governed and construed in accordance with the laws of the State of California.

15.10. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between District and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by District and Consultant.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“District”

Town of Discovery Bay CSD

By: 
Catherine Kutsuris, General Manager

Date: 3/16, 2016

“Consultant”

Bob Murray & Associates

By: 

Print Name: Gary Phillips

Date: 3/16, 2016

APPROVED AS TO FORM

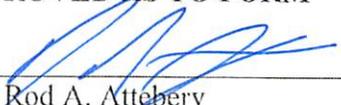
By: 
Rod A. Attebery
District Legal Counsel

EXHIBIT A

**SCOPE OF WORK
(Bob Murray Proposal February 12, 2016)**



A PROPOSAL TO CONDUCT AN EXECUTIVE
RECRUITMENT FOR A
General Manager
ON BEHALF OF THE
Town of Discovery Bay Community Services District

phone 916.784.9080
fax 916.784.1985
1677 Eureka Road, Suite 202, Roseville, CA 95661

February 12, 2016

Members of the Board of Directors
Town of Discovery Bay Community Services District
1800 Willow Lake Road
Discovery Bay, CA 94505

Dear Board Members:

Thank you for inviting Bob Murray & Associates to submit a proposal to conduct the General Manager recruitment for the Town of Discovery Bay Community Services District. The following proposal details our qualifications and describes our process of identifying, recruiting and screening outstanding candidates on your behalf. It also includes a proposed budget, timeline, guarantee, and sample recruitment brochure.

At Bob Murray & Associates, we pride ourselves on providing quality service to local governments. We have created a recruitment process that combines our ability to help you to determine the direction of the search and the types of candidates you seek with our experience recruiting outstanding candidates who are not necessarily looking for a job. Our proven expertise ensures that the candidates we present for your consideration will match the criteria you have established and will be outstanding in their field.

With respect to the General Manager recruitment, Bob Murray & Associates offers the following expertise:

- ❖ Our firm has an unmatched record of success in recruiting local government professionals. We have conducted numerous General Manager/District Manager searches on behalf of large and small cities and districts throughout the Western United States. We recently completed the General Manager recruitments on behalf of the Mendocino County Russian River Flood Control & Water Conservation Improvement District, the East Valley Water District, the Montecito Water District, the Monterey Regional Waste Management District, the Big Bear City Community Services District, South Placer Municipal Utility District, and United Water Conservation District, CA and the District Manager recruitment for San Lorenzo Valley Water District, CA. Our other most recent experience includes the General/District Manager recruitments on behalf of Calaveras County Water District, Jurupa Community Services District, Kennewick Irrigation District, and the Mid-Peninsula Water District. Our previous experience includes General Manager recruitments for the Joshua Basin Water District, Rainbow Municipal Water District, Sweetwater Springs Water District, Walnut Valley Water District, and Valley of the Moon Water District. The firm's other executive recruitments in the water industry include the Arizona Municipal Water Users Association (Executive Director), Calaveras County Water District (Finance Director), the City of Aurora, CO (Deputy Director of Water Resources), the City of Bakersfield (Water Resources

Director), the El Paso Water Utilities-Public Service Board (President/CEO), the City of Dallas (Assistant Director of Water Utilities), the City of Phoenix (Director of Water Services), the City of Stockton (Deputy Director of Water Resources Planning), Desert Water Agency (Human Resources Manager), Las Virgenes Municipal Water District (Human Resources Manager), and Palmdale Water District (Finance and Services Manager, Human Resources Director). This experience will be valuable in both the candidate search and evaluation, as will our contacts in the water resources industry.

➤ Bob Murray & Associates is familiar with Contra Costa County and the surrounding region. We are currently recruiting the City Manager recruitment on behalf of the City of Martinez; We recently completed recruitments on behalf of the cities of Walnut Creek (City Manager, City Attorney, and Police Chief); Concord (City Attorney, City Manager, Economic Development Director and Police Chief); and Pittsburg (City Manager and Police Chief). In addition, we have conducted recruitments on behalf of the cities of Antioch (City Manager); Brentwood (Police Chief); Concord (City Manager); El Cerrito (Police Chief); Hercules (Finance Director); Oakley (City Manager); Orinda (City Manager); Pittsburg (City Manager); Richmond (Capital Projects Manager, Senior Engineers, Associate Engineers – CIP Division, and Wastewater Contract Administrator); San Pablo (City Manager); San Ramon (City Manager); and Walnut Creek (Community Development Director). Our knowledge of the region, its issues, and its outstanding quality of life will be an asset in presenting this opportunity to prospective candidates.

A significant portion of our process focuses on conducting thorough and confidential background investigations of the top 2-3 candidates to ensure that nothing about them is left undiscovered. We have candid discussions with references who have insight into the candidate's experience, style and ethics; conduct a search of newspaper articles; and run credit, criminal and civil records reports. This ensures that the chosen candidate will not only be an excellent fit with the Town of Discovery Bay Community Services District, but also that the selected candidate will reflect positively upon your organization.

To learn first hand of the quality of our service and our recruitment successes, we invite you to contact the references listed on page 10 of the attached proposal.

We look forward to your favorable consideration of our qualifications. Please do not hesitate to contact us at (916) 784-9080 should you have any questions.

Sincerely,

Valerie Gaeta Phillips

Valerie Gaeta Phillips
President
Bob Murray & Associates

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THE RECRUITMENT PROCESS

Bob Murray & Associates' unique and client oriented approach to executive search will ensure that the Town of Discovery Bay Community Services District has quality candidates from which to select the new General Manager. Outlined below are the key steps in our recruitment process.

STEP 1 DEVELOPING THE CANDIDATE PROFILE

Our understanding of the District's needs will be key to a successful search. We will work with the Board of Directors to learn as much as possible about the organization's expectations for a new General Manager. We want to learn the values and culture of the organization, as well as understand the current issues, challenges and opportunities that face the District. We also want to know the Board's expectations regarding the knowledge, skills and abilities sought in the ideal candidate and will work with the District to identify expectations regarding education and experience. Additionally, we want to discuss expectations regarding compensation and other items necessary to complete the successful appointment of the ideal candidate. The profile we develop together at this stage will drive subsequent recruitment efforts.

STEP 2 ADVERTISING CAMPAIGN AND RECRUITMENT BROCHURE

After gaining an understanding of the District's needs, we will design an effective advertising campaign appropriate for the General Manager recruitment. We will focus on professional journals that are specifically suited to the General Manager search. We will also develop a professional recruitment brochure on the Board's behalf that will discuss the community, organization, position and compensation in detail. Once completed, we will mail the profile to an extensive audience, making them aware of the exciting opportunity with the Town of Discovery Bay Community Services District.

STEP 3 RECRUITING CANDIDATES

After cross-referencing the profile of the ideal candidate with our database and contacts in the field, we will conduct an aggressive outreach effort, including making personal calls to prospective applicants, designed to identify and recruit outstanding candidates. We recognize that the best candidate is often not looking for a new job and this is the person we actively seek to convince to become a candidate. Aggressively marketing the General Manager position to prospective candidates will be essential to the success of the search.

STEP 4 SCREENING CANDIDATES

Following the closing date for the recruitment, we will screen the resumes we have received. We will use the criteria established in our initial meetings as a basis upon which to narrow the field of candidates.

STEP 5 PERSONAL INTERVIEWS

We will conduct personal interviews with the top 10 to 12 candidates with the goal of determining which candidates have the greatest potential to succeed in your organization. During the interviews we will explore each candidate's background and experience as it relates to the General Manager position. In addition, we will discuss the candidate's motivation for applying for the position and make an assessment of his/her knowledge, skills and abilities. We will devote specific attention to establishing the likelihood of the candidate's acceptance of the position if an offer of employment is made.

STEP 6 PUBLIC RECORD SEARCH

Following the interviews, we will conduct a review of published articles for each recommended candidate. Various sources will be consulted including Lexis-Nexis™, a newspaper/magazine search engine, Google, and local papers for the communities in which the candidates have worked. This alerts us to any further detailed inquiries we may need to make at this time.

STEP 7 RECOMMENDATION

Based on the information gathered through meetings with your organization and personal interviews with candidates, we will recommend a limited number of candidates for your further consideration. We will prepare a detailed written report on each candidate that focuses on the results of our interviews and public record searches. We will make specific recommendations, but the final determination of those to be considered will be up to you.

STEP 8 FINAL INTERVIEWS

Our years of experience will be invaluable as we help you develop an interview process that objectively assesses the qualifications of each candidate. We will adopt an approach that fits your needs, whether it is a traditional interview, multiple interview panel or assessment center process. We will provide you with suggested interview questions and rating forms and will be present at the interview/assessment center to facilitate the process. Our expertise lies in facilitating the discussion that can bring about a consensus regarding the final candidates.

We will work closely with your staff to coordinate and schedule interviews and candidate travel. Our goal is to ensure that each candidate has a very positive experience, as the manner in which the entire process is conducted will have an effect on the candidates' perception of your organization.

STEP 9 BACKGROUND CHECKS /DETAILED REFERENCE CHECKS

Based on final interviews we will conduct credit, criminal, civil litigation and motor vehicle record checks for the top one to three candidates. In addition, those candidates will be the subjects of detailed, confidential reference checks. In order to gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. We will ask candidates to forward the names of their supervisors, subordinates and peers for the past several years. Additionally, we make a point of speaking confidentially to individuals who we know have insight into a candidate's abilities, but who may not be on their preferred list of contacts. At this stage in the recruitment we will also verify candidates' degrees.

STEP 10 NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. We know what other organizations have done to put deals together with great candidates and will be available to advise you regarding current approaches to difficult issues such as housing and relocation. We will represent your interests and advise you regarding salary, benefits and employment agreements with the goal of putting together a deal that results in the appointment of your chosen candidate. Most often we can turn a very difficult aspect of the recruitment into one that is viewed positively by both you and the candidate.

STEP 11 COMPLETE ADMINISTRATIVE ASSISTANCE

Throughout the recruitment we will provide the Board of Directors with updates on the status of the search. We will also take care of all administrative details on your behalf. Candidates will receive personal letters advising them of their status at each critical point in the recruitment. In addition, we will respond to inquiries about the status of their candidacy within twenty-four hours. Every administrative detail will receive our attention. Often, candidates judge our clients based on how well these details are handled.

BUDGET AND TIMING

PROFESSIONAL FEE AND EXPENSES

The consulting fee for conducting the General Manager recruitment on behalf of the Town of Discovery Bay Community Services District is \$17,500 plus expenses. Services provided for in the fee consist of all steps outlined in this proposal including three (3) days of meetings on site. The Town of Discovery Bay Community Services District will be responsible for reimbursing expenses Bob Murray & Associates incurs on your behalf. We estimate expenses for this project to be \$6,900. Reimbursable expenses include such items as the cost of recruiter travel; clerical support; brochure development; placement of ads; credit, criminal and civil background checks; education verification; and public records searches. Postage, printing, photocopying, and telephone charges are allocated costs and included in the expense estimate.

TIMING

We are prepared to start work on this assignment immediately and anticipate that we will be prepared to make our recommendation regarding finalists within seventy-five to ninety days from the start of the search.

Task:	Week:
Contract Start Date:	TBD
Initial Meeting(s):	1 week from contract start date
Our firm develops recruitment brochure:	2 weeks from contract start date
District approves brochure:	4 weeks from contract start date
Job advertising and candidate sourcing:	8 weeks from contract start date
Our firm reviews application packets:	9 weeks from contract start date
Our firm conducts screening process:	10 weeks from contract start date
District approves candidates:	12 weeks from contract start date
District's interview panel convenes:	13 weeks from contract start date
Reference/Background Checks:	14 weeks from contract start date
Second Interviews by District, if necessary:	15 weeks from contract start date
Offer of Employment:	17 weeks from contract start date

(This schedule can be adjusted to meet the District's needs.)

GUARANTEE

We guarantee that should a recommended candidate selected for the position be terminated within the first year of employment we will conduct the search again at no cost (with the exception of expenses) to the Town of Discovery Bay Community Services District. We are confident in our ability to recruit outstanding candidates and do not expect the Town of Discovery Bay Community Services District to find it necessary to exercise this provision of our proposal.

PROFESSIONAL QUALIFICATIONS

BOB MURRAY, FOUNDER

Mr. Murray brings over 25 years experience as a recruiter. Mr. Murray is recognized as one of the nation's leading recruiters. He has conducted hundreds of searches for cities, counties, and special districts. He has been called on to conduct searches for some of the largest most complex organizations in the country and some of the smallest.

Mr. Murray has conducted searches for chief executives, department heads, professional and technical positions. Mr. Murray has taken the lead on the firm's most difficult assignments with great success. His clients have retained him again and again given the quality of his work and success in finding candidates for difficult to fill positions.

Prior to creating Bob Murray & Associates, Mr. Murray directed the search practice for the largest search company serving local government in the country. Mr. Murray has worked in local government and benefits from the knowledge of having led an organization. Prior to his career in executive search he served as the City Manager for the City of Olympia, Washington. He has also served as an Assistant City Manager and held positions in law enforcement.

Mr. Murray received his Bachelor of Science Degree in Criminology from the University of California at Berkeley with graduate studies in Public Administration at California State University at Hayward.

VALERIE GAETA PHILLIPS, PRESIDENT

Ms. Gaeta Phillips has over 15 years of recruiting experience, including more than a decade of recent experience in executive search for public, private, and startup companies nationwide. Ms. Gaeta Phillips has expertise in the full recruiting cycle, from process design and outreach through candidate assessment and selection. She has placed senior-level candidates in a variety of industries and fields, including Finance, Information Technology, and Engineering. Ms. Gaeta Phillips is valued for her passion for finding and retaining the most outstanding candidates for even the most difficult or untraditional assignments and for her commitment to her clients' success. Ms. Gaeta Phillips has a passion for helping people, evidenced by her fundraising and efforts to raise awareness for organizations such as Autism Speaks and the M.I.N.D. Institute.

GARY PHILLIPS, EXECUTIVE VICE PRESIDENT

Mr. Phillips started his career with a New York based Fortune 100 company and quickly became a Senior Manager building and running a large customer service organization in New York and eventually in thirteen countries in Europe. He also served as a Director with a large Fortune 500 company and was responsible for developing and maintaining new and existing clients in Europe, Asia, and Australia. He then became Senior Vice President with a public enterprise software company. Some of his successes include building an organization from 2 to 250 people worldwide; acquiring 5 companies in two years; and growing a company from 800 to 1200 employees.

Mr. Phillips was part of an executive acquisition and recruiting team where he helped build a start-up enterprise software company in San Francisco. He recruited top notch talent, and built a world class organization. The company was eventually sold to a Fortune 500 software company.

Mr. Phillips has maintained customer relationships in the public sector, private sector, as well as medical, and financial institutions. He prides himself on finding key talent and offering the best customer service to his clients.

Mr. Phillips is involved in his community as a soccer coach and as an organizer of fundraisers for Autism Speaks in Sacramento. Mr. Phillips received his Associate of Science degree, as well as completed coursework at Rochester Institute of Technology, NY.

REGAN WILLIAMS, SENIOR VICE PRESIDENT

Mr. Williams brings 30 years of local government experience to Bob Murray & Associates. Most recently, he worked as a private consultant with Deloitte and Touche on various public sector assignments. Prior to that, he served as Director of Public Safety with the City of Sunnyvale, CA.

Mr. Williams was involved in the development of some of Sunnyvale's most innovative programs and has a national reputation for excellence in law enforcement. He has been responsible for numerous recruitments throughout his career. Clients find his insight and expertise in recruitment and selection a valuable asset.

Mr. Williams received his Bachelor of Science Degree in Administration of Justice from San Jose State University. He is also a graduate of the FBI National Academy.

JOEL BRYDEN, VICE PRESIDENT

Mr. Bryden has over 30 years of local government experience that he brings to the firm, having recently retired as the Chief of Police in Walnut Creek, CA.

Throughout his career, Mr. Bryden has been involved in public sector consulting. He has vast experience in hiring and promotional processes, as well as interviewing candidates for advancement in all aspects of local government. Mr. Bryden has a solid reputation as a leader in the public sector, and clients find his ability to find and evaluate outstanding applicants invaluable.

Mr. Bryden is a graduate of the FBI National Academy and obtained his Bachelor of Arts degree in Communication from San Diego State University.

FRED FREEMAN, VICE PRESIDENT

Mr. Freeman brings over 24 years of local government experience to Bob Murray & Associates, with 11 years in the recruitment field. Mr. Freeman is a retired Chief of Police and has served as an elected official in local government. He has vetted hundreds of local governmental officials in the pre-employment process and conducted recruitments for positions in all sectors of public agency employment.

In addition to his career in the law enforcement field, Mr. Freeman served as the Mayor and the Mayor Pro-Tem for the Los Alamitos City Council. Mr. Freeman has been a member of the Public Safety Policy Committee - California League of Cities; the Orange County Fire Authority Board of Directors; and the Orange Line Development Authority as the Vice-Chair. His unique perspective and experience, as both a member of executive city staff and as an elected official, provides exceptional results for our clients.

Mr. Freeman is a graduate of the FBI National Academy and received his Teaching Credential from the University of California Los Angeles.

AMANDA URRUTIA-SANDERS, PRINCIPAL CONSULTANT

As a consultant with Bob Murray & Associates, Ms. Urrutia-Sanders is responsible for research, candidate recruitment and screening, as well as reference checks and background verifications. She focuses on client communication and works closely with clients to coordinate candidate outreach and ensure a successful search.

Ms. Urrutia-Sanders brings several years of industry experience as she worked for one of the nation's largest recruitment firms. Her insight into the recruitment process is a valuable asset to Bob Murray & Associates.

Ms. Urrutia-Sanders received her Bachelor of Arts degree in Communications from the University of Wyoming.

AMBER SMITH, SENIOR CONSULTANT

As Senior Consultant with Bob Murray & Associates, Ms. Smith acts as a liaison between clients and candidates from beginning to end of each recruitment process. She is responsible for the development and distribution of position recruitment and advertising materials, client research, reference and background checks, responding to requests for proposals, and providing a broad range of support services for the recruiting team.

Ms. Smith brings over 5 years of client-oriented customer service, administrative, and management experience to Bob Murray & Associates. She is committed to working as a partner with clients and candidates in order to provide a quality service and experience.

Ms. Smith received her Bachelor of Arts degree in Business Administration from La Sierra University, Riverside, California.

ADAM CARP, OFFICE COORDINATOR

Mr. Adam Carp is the Office Coordinator at Bob Murray & Associates. He is the first point of contact at Bob Murray & Associates and has years of administrative experience. Mr. Carp actively contributes to Bob Murray and Associates' goal of providing exceptional customer service through close coordination and follow through with our clients and candidates alike.

Mr. Carp received his Bachelor of Arts degree in Spanish from the University of California, Los Angeles.

REFERENCES

Clients and candidates are the best testament to our ability to conduct quality searches. Clients for whom Bob Murray & Associates has recently conducted searches are listed below.

- CLIENT:** Big Bear City Community Services District, CA
POSITION: General Manager
REFERENCE: Ms. Karen Oxandaboure, former Board President and current Board Member; or Ms. Mary Reeves, Human Resources Manager/Board Secretary, (909) 584-4021
- CLIENT:** El Dorado Hills Community Services District, CA
POSITION: Administration & Finance Director
REFERENCE: Mr. Brent Dennis, General Manager, (916) 933-6624
- CLIENT:** Jurupa Community Services District, CA
POSITION: General Manager
REFERENCE: Ms. Jane Anderson, Board President, (951) 685-7434, janderson@jcsd.us; or Ms. Julie Saba, Board of Directors' Secretary, (951) 727-3528



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

January 18, 2017

Prepared By: Catherine Kutsuris
Submitted By: Mike Davies, General Manager

MRD

Agenda Title:

Authorize the payment of \$475.20 to Bob Murray and Associates for additional expenses related to the General Manager recruitment.

Executive Summary

In March of 2017, the Board approved a contract with Bob Murray and Associates for the recruitment of the Town General Manager. The contract provided that the consultant would be compensated for costs not to exceed \$17,500 for professional services. The District also agreed to reimburse the Consultant for expenses related to travel, advertising, clerical, etc. at a cost not to exceed \$6900.00 without prior approval of the District. The contract also specified that, *"in no event shall the total compensation and expenses payable to Consultant under this Agreement exceed the sum of Twenty-Four Thousand Four Hundred Dollars (\$24,400.00) unless specifically approved in advance and in writing by the District."* (Reference: Contract Section 4.3)

The District has cleared payments to date in the amount of \$24,126.21 and has outstanding invoices totaling \$1951.17 (of which \$273.79 may be paid under the existing contract). As part of the District's consideration of candidates, some of whom resided out of the area, the Board concurred that the requested travel expenses of the candidates should be reimbursed. The request received totaled \$475.20. A separate expense totaling \$586.86 for the second interview (travel and lodging) is being reimbursed separately to the candidate. There were no other costs in excess of the contract amount that were approved by the District as part of the review process. As such, the staff recommendation is to authorize the additional payment of \$475.20 beyond the contract maximum. This recommendation, if approved, would result in approximately \$1200.00 in consultant invoiced costs rejected.

Previous Relevant Board Actions for This Item

March 2, 2016 Bob Murray and Associates contract approval





Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

February 15, 2017

Prepared By: Mac Kaiser, Recreation Programs Supervisor
Submitted By: Michael R Davies, General Manager

MRD

Agenda Title

Discussion and possible action regarding authorizing the 2017 Program, Activities, and Events Fee Waivers.

Recommended Action

Acceptance of Fees Waivers approved by the General Manager for the following 2017 Program, Activities, and Events.

Executive Summary

The Town of Discovery Bay Community Services District Board of Directors (Board) established the Park & Facility Usage and Rental Policy #13 on July 16, 2013; and

Whereas the Park & Facility Usage and Rental Policy was revised on October 19, 2016 to more adequately respond to the needs of the community; and

Whereas requirements, except those identified as "prohibited", may now be waived or modified on a case-by-case basis by the General Manager, or designee upon the finding of public interest; and any such modification (including modification to fees) shall be summarized on the next available board agenda.

Therefore, Staff is submitting for acceptance the following 2017 Programs, Activities, and Events who's "Fees" were waived by the General Manager upon the finding of public interest per the Park & Facility Usage and Rental Policy No. 013.

"Bridge on the Lake" Senior Duplicate Bridge games held every Saturday throughout the year at the Discovery Bay Community Center from 12PM to 4:30PM for a fee waiver total amount of \$8,190.

"Hand and Foot" Senior Duplicate Bridge games held every Wednesday throughout the year at the Discovery Bay Community Center from 12PM to 4PM for a fee waiver total amount of \$5,200.

"Boy Scouts of America Troop 514" weekly Monday meetings held throughout the year at the Discovery Bay Community Center from 6:30PM to 8PM for a fee total waiver amount of \$1,500. The Boy Scouts Troop 514 annually provides an agreed upon in-kind service project for the Town.

"Eagle Scout Project" conducted by Eagle Scout Logan Dolnick to be held on March 14 at the Discovery Bay Community Center from 9AM to 3PM for a total fee waiver amount of \$180.

"Annual Easter Egg Hunt" conducted by the Discovery Bay Lions Club on April 15 at the Discovery Bay Community Center from 7AM to 12PM for a fee waiver total amount of \$100.

"Brentwood Library Children's Program entitled Python Ron" on April 18 at the Discovery Bay Community Center from 3:30PM to 5PM for a total fee waiver amount of \$60.

"Concert in the Park" in partnership with the Discovery Bay Lions Club on June 3 from 8AM to 11PM with net proceeds donated back to the Town for a predetermined Community Center Project.

"Continued to the next page"

“Holiday Day Parade” conducted by the Discovery Bay Chamber of Commerce and the Discovery Bay Lions Club utilizing the parking lot in front of the Discovery Bay Community Center. There is currently no fee schedule for the use of just the parking lot in front of the Discovery Bay Community Center.

Staff recommends acceptance of the above 2017 Programs, Activities, and Events Fee Waivers by the General Managers for a total amount of \$15,230.00.

Fiscal Impact:

Amount Requested \$ None

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

None

Attachments

Policy No. 013 - Parks & Facility Usage & Rental
Resolution 2016-17

AGENDA ITEM: F-3



Town of Discovery Bay

Program Area: Parks and Landscaping	Policy Name: Park & Facility Usage & Rental Policy	Policy Number: 013
Date Established: April 20, 2011	Date Amended: October 19, 2016	Resolution: 2016-17

I. GENERAL INFORMATION

The Park & Facility Usage and Rental Policy outlines specific regulations and requirements associated with the permitted rental of a public facility and/or area within the Town of Discovery Bay Community Services District (District) owned or operated park. Obtaining a permit shall grant the user basic usage and access rights for the approved purpose and time only. Any fees or deposits established by the District Board of Directors shall be paid by the applicant prior to the approval of the permit. All users shall comply with County, State and Federal laws.

The District reserves the right to cancel, revoke or suspend any and all reservations, permits and applications if deemed inappropriate, flagrantly disrespectful or if harmful activities are taking place in the park or facility. No notice is required and, in some cases, the Sheriff will be notified and enforcement action will be requested. Violations of this policy may result in forfeiture of fees and/ or deposit.

Facilities and parks available for rental include:

1. Cornell Park, Tennis Court
2. Cornell Park, Pickle Ball Courts
3. Cornell Park, Baseball Field
4. Cornell Park, Soccer Field
5. Cornell Park, Shaded Picnic Area
6. Cornell Park, Horse Shoe Pits or Bocce Courts
7. Ravenswood Park, Covered Picnic Area 1
8. Ravenswood Park, Covered Picnic Area 2
9. Ravenswood Park, Soccer Field
10. Community Center, Tennis Court(s)
11. Community Center, BBQ Area
12. Community Center, Reception Area
13. Community Center, Arts and Crafts/Meeting Room
14. Community Center, Multi-Purpose Room
15. Community Center, Event lawn
16. Community Center, Swimming Pool

II. ELIGIBILITY & PRIORITY

The District reserves the right to exclude or remove activities it deems inappropriate for public use. District business will take precedence over any and all other meetings. Groups that have a reservation in advance are subject to cancellations, in rare circumstances, to accommodate this priority. All fees will be returned to the user if the District requires a cancellation or relocation of the reserved event.

In issuing permits, priority shall be given to Discovery Bay residents and events serving the Discovery Bay community.

III. RESERVATION REQUIREMENTS

The renter must be over 18 years of age, and submit a complete Reservation Form to the Community Center, a refundable damage deposit, and all applicable user fees and insurance as described in Insurance Requirements. Renters are required to provide the name and phone number of the principal contact person and a secondary contact. This person must be present onsite during the approved rental period and will be the emergency contact, and is responsible for ensuring compliance with the policies outlined. A copy of the permit must be onsite and available upon request by District staff or representatives during approved rental period.

Single day reservation may be made up to one (1) year in advance. Long-term league reservations may be made up to four (4) months in advance, unless previously approved by the Town of Discovery Bay CSD Board of Directors.

No reservation or agreement will be approved or signed until the requesting user has paid the applicable deposits and fees.

Insurance Requirements: All sports leagues, organizations, groups over 50, or inflatable play equipment operators are required to provide the District with a valid Certificate of Liability Insurance (in the amount of \$1,000,000.00), with the Town of Discovery Bay Community Services District listed as an additionally insured. Insurance Certificates must be submitted to the District at least five (5) days prior to the scheduled reservation.

Cancellations: Park Rental cancellations occurring five (5) business days or more prior to the event will be refunded all fees and deposits. Cancellations occurring four (4) business days or less prior to the event will forfeit all applicable fees but be refunded all of the deposit.

Cancellation for Indoor Facility Rentals at the Community Center occurring sixty (60) days or more prior to the event will be refunded all fees and deposits. Cancellations less than sixty (60) days, but more than thirty (30) days prior to the event date will forfeit 25% of the total fees. Cancellations less than thirty (30) days prior to the event date, but more than fifteen (15) days prior to the event date will forfeit 50% of the total fees. Cancellations occurring less than fifteen (15) days prior to the event date will forfeit all applicable fees. In all cases of cancellation, the deposit shall be returned.

Cancellation fees above do not reflect any cancellation processing fees. Processing fees are in addition to the cancellation fees described here.

Clean Up: Renters are required to clean up and return the park or area to the original condition. Trash must be placed in the receptacles provided. Trash that does not fit in the trash receptacle must be disposed of properly by the renter.

Reasonable party decorations are permitted. However, users may not put staples or nails into any tree, sign, wall or table for any purpose. All decorations must be taken down and removed from the facility.

Deposit Forfeiture: Renter agrees to take full responsibility for the behavior of their guests during the rental period. Children must be supervised at all times by adults. Any charges for damage to the park or facility or its furnishings will be deducted from the deposit. Rentals that exceed the reserved time period will be charged the hourly rate to be deducted from the deposit. Failure to leave the rented area in satisfactory condition will result in deposit forfeiture. Upon a satisfactory inspection of the premises by District staff, the deposit check will be destroyed or returned to the applicant.

Prohibited Activities: No person shall consume, possess, sell, serve or cause to be served, any alcoholic beverage of any kind within any park area, unless expressly authorized in advance of the event by the Board of Directors. The General Manager, or designee, is authorized to approve service of alcoholic beverages for private events taking place at the Discovery Bay Community Center once a complete and approved application is received and all insurance requirements and other conditions of approval are approved. See Special Conditions regarding the serving and or/sale of Alcoholic beverages, below. Fires and barbecues (BBQ) shall be permitted only in grills already provided in the park. There shall be no overnight events or camping at any Discovery Bay park facility unless expressly authorized in advance of the event by the Board of Directors.

Gambling activities are expressly prohibited at all Town of Discovery Bay Parks and Recreation facilities. Individuals or groups of individuals in violation of this prohibited activity shall immediately cease the prohibited activity. Failure to cease shall result in the immediate notification of local law enforcement authorities.

Renter agrees that they will comply with all state and local laws including but not limited to activities that require a state or local permit. At the discretion of the General Manager, or designee, security may be required on a case by case basis.

Special Conditions regarding the serving and or/sale of Alcoholic beverages:

If alcohol is to be served or sold, it must be indicated on the rental application. The General Manager or Board of Directors, as identified above, must approve any application which includes consumption or sale of alcohol. Once approved, it is the responsibility and liability of the Renter and/or organization renting the facility. At the discretion of the General Manager, or designee, security may be required on a case by case basis.

To sell alcoholic beverages at your event, a valid alcohol permit from the California Department of Alcoholic Beverage Control Board (A.B.C.) must be obtained. The permit must be on file with the District offices at least ten (10) days prior to your event.

Food and Alcohol may be consumed without an Alcohol permit from the A.B.C. when there is no monetary exchange for the food, beverages or admission charged for the event.

Violation of any of these requirements will result in immediate termination of Renter's event and will result in forfeiture of the damage deposit.

The District may require additional deposits, insurance and/or security for events where alcohol is served. These additional requirements will be determined by the circumstances of each rental request.

Food Preparation: Food and non-alcoholic beverages may be served, but not prepared on site for any indoor facility rentals at the Community Center.

Exhibitions, Events, Festivals, Meeting and Assemblies: Any person, group, society, club or organization wishing to set up or maintain any exhibition, place of amusement, concert, picture show, bandstand, performance, entertainment or other form of amusement or function where the expected attendance is fifty (50) people or more occupying the park at any one time, must first obtain written authorization from the District's General Manager. These types of requests must be submitted no less than sixty (60) days prior to the event.

IV. MISCELLANEOUS

Any policy listed herein may be waived or modified on a case-by-case basis and at the discretion of the Board of Directors.

Requirements listed herein, except those identified as "prohibited", may be waived or modified on a case-by-case basis by the General Manager, or designee, upon the finding of public interest; any such modification (including modification to fees) shall be summarized on the next available board agenda.

Policy Established:

April 20, 2011

Policy Amended:

July 16, 2013

January 8, 2014

December 16, 2015

October 19, 2016



**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT**

RESOLUTION 2016-17

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY
A CALIFORNIA COMMUNITY SERVICES DISTRICT,
AMENDING PARK & FACILITY USAGE & RENTAL POLICY**

WHEREAS, the Town of Discovery Bay Community Services District owns and/or maintains parks and recreation facilities located within Discovery Bay; and

WHEREAS, the Town of Discovery Bay Community Services District previously adopted a Park Usage and Rental Policy on April 20, 2011; and

WHEREAS, the Park and Usage and Rental Policy has been amended on July 16, 2013, January 8, 2014, and December 16, 2015 respectively; and

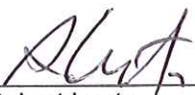
WHEREAS, it is necessary to revise the Park and Usage and Rental Policy.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT DOES AS FOLLOWS:

SECTION 1. That the Board adopt the Park and Facility Usage and Rental Policy and that it be incorporated herein and made a part of this Resolution.

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

PASSED, APPROVED AND ADOPTED THIS 19th DAY OF October, 2016.



Robert Leete
Board Vice-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 19, 2016, by the following vote of the Board:

AYES: 3 - Vice President Leete, Director Suman, Director Steele
NOES: 0
ABSENT: 2 - President Poase, Director Araves
ABSTAIN: 0



Catherine Kutsuris
Board Secretary



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

February 15, 2017

Prepared By: Mac Kaiser, Recreation Programs Supervisor
Submitted By: Mike Davies, General Manager

MRD

Agenda Title

Discussion and possible action regarding authorizing the 2017 Parks and Recreation Event Calendar.

Recommended Action

Approval of the Parks and Recreation Event Calendar for 2017.

Executive Summary

2017 represents the 4th full year of event programming at the Community Center and the 5th full year of summer programming. The Community Center continues to offer a variety of programming for all age groups, not only at the Community Center itself, but also at other Town facilities.

The Community Center continues to develop as a hub of activity and staff continues to offer or partner with various community groups to provide a variety of free as well as paid programming throughout the year. There also continues to be a variety of private parties that occur year-round including birthdays, family reunions, and many others that schedule the Center for their events.

Staff has developed the attached event schedule for Board consideration. The events listed are those which have been held in the past, as well as new ones for 2017. If the schedule is approved, these events will not come back before the Board for further authorization. Once each date and event type is accepted by the Board, Staff will then block those times and provide the event sponsor approval to proceed with their event planning.

All other events are subject to the terms and conditions in the Park Usage Rental Policy (Policy No. 013) and District Recreation Facilities Alcohol Policy (Policy No. 022). Both Policies are attached.

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

Proposed 2017 Public Event Calendar
Board Policies No. 013 and No. 022

AGENDA ITEM: F-4

2017 Public/Town Calendar

2017 Event Dates	Times	Location	Event Title	Event Description	Approximate Attendance Numbers	Event Sponsors	Vendors on site	Food on site	Alcohol on site	Town/County Licenses Required	Fees Charged/Waived
April 15	7-12PM	DBCC	Easter Egg Hunt	DB Lions Club Easter Egg Hunt	400+	DB Lions Club	No	No	No	TODB Facility Permit	Fees Waived
April 18	3:30-5:30PM	DBCC	Childrens Program - Python Ron	Family friendly event	60	Town Event/Brentwood Library Joint Event	No	No	No	TODB Facility Permit	Fees Waived
June 9, 16, 23	6:30-10:30PM	DBCC	Friday Night Movie in the Park	Family friendly movies on the event lawn at the Community Center	50-125	Town Event	No	Yes	No	CCC Health Permit Movie Licensing	N/A Town Event
June 3	8AM-11PM	DBCC	Concert in the Park	Family friendly event featuring live music, food and alcohol in partnership with the DB Lions Club.	350+	Town & DB Lions Joint Event	Yes	Yes	Yes	TODB Facility Permit CCC Health Permit ABC License	Fees Waived/Lions to donate proceeds back to Town for specific Park/Facility project
July 7, 21, 28	6:30-10:30PM	DBCC	Friday Night Movie in the Park	Family friendly movies on the event lawn at the Community Center	50-125	Town Event	No	Yes	No	CCC Health Permit Movie Licensing	N/A Town Event
July 14	7PM-10PM	DBCC	Evening Cool by the Pool	Family friendly evening swim and music under the stars	50	Town Event	No	No	No	TODB Facility Permit	N/A Town Event
Sept 10	8AM-8PM	DBCC	Car Show	Classic, Hot Rod, Motorcycle Car show, food/beer, and vendors	300-400	DB Lions	Yes	Yes	Yes	TODB Facility Permit CCC Health Permit ABC License	Fees Charged
Oct	TBD	DBCC	Second Annual Scarecrow Festival & Movie in the Park	Week long family friendly scarecrow building contest with a Movie in the Park on the last day.	50-75	Town Event	No	No	No	Town Event Movie Licensing	N/A Town Event
Sept 23	8:00AM-8:00PM	DBCC	Summerfest	Kids zone, possible car show, business vendors, food vendors, concert and petting zoo. Alcohol sales	500-1,000	DB Lions	Yes	Yes	Yes	TODB Facility Permit CCC Health Permit ABC ECCFPD Event Permit	Fees Charged
Dec	TBD	DBCC	Holiday Parade	Judging, Breakfast with Santa, vendors for event located in the CC parking lot	1000+	DB Lions/ Chamber of Commerce Joint Event	Yes	Yes	No	TODB Facility Permit CCC Health Permit ECCFPD Event Permit	Fees Waived



Town of Discovery Bay

Program Area: Parks and Landscaping	Policy Name: Park & Facility Usage & Rental Policy	Policy Number: 013
Date Established: April 20, 2011	Date Amended: October 19, 2016	Resolution: 2016-17

I. GENERAL INFORMATION

The Park & Facility Usage and Rental Policy outlines specific regulations and requirements associated with the permitted rental of a public facility and/or area within the Town of Discovery Bay Community Services District (District) owned or operated park. Obtaining a permit shall grant the user basic usage and access rights for the approved purpose and time only. Any fees or deposits established by the District Board of Directors shall be paid by the applicant prior to the approval of the permit. All users shall comply with County, State and Federal laws.

The District reserves the right to cancel, revoke or suspend any and all reservations, permits and applications if deemed inappropriate, flagrantly disrespectful or if harmful activities are taking place in the park or facility. No notice is required and, in some cases, the Sheriff will be notified and enforcement action will be requested. Violations of this policy may result in forfeiture of fees and/ or deposit.

Facilities and parks available for rental include:

1. Cornell Park, Tennis Court
2. Cornell Park, Pickle Ball Courts
3. Cornell Park, Baseball Field
4. Cornell Park, Soccer Field
5. Cornell Park, Shaded Picnic Area
6. Cornell Park, Horse Shoe Pits or Bocce Courts
7. Ravenswood Park, Covered Picnic Area 1
8. Ravenswood Park, Covered Picnic Area 2
9. Ravenswood Park, Soccer Field
10. Community Center, Tennis Court(s)
11. Community Center, BBQ Area
12. Community Center, Reception Area
13. Community Center, Arts and Crafts/Meeting Room
14. Community Center, Multi-Purpose Room
15. Community Center, Event lawn
16. Community Center, Swimming Pool

II. ELIGIBILITY & PRIORITY

The District reserves the right to exclude or remove activities it deems inappropriate for public use. District business will take precedence over any and all other meetings. Groups that have a reservation in advance are subject to cancellations, in rare circumstances, to accommodate this priority. All fees will be returned to the user if the District requires a cancellation or relocation of the reserved event.

In issuing permits, priority shall be given to Discovery Bay residents and events serving the Discovery Bay community.

III. RESERVATION REQUIREMENTS

The renter must be over 18 years of age, and submit a complete Reservation Form to the Community Center, a refundable damage deposit, and all applicable user fees and insurance as described in Insurance Requirements. Renters are required to provide the name and phone number of the principal contact person and a secondary contact. This person must be present onsite during the approved rental period and will be the emergency contact, and is responsible for ensuring compliance with the policies outlined. A copy of the permit must be onsite and available upon request by District staff or representatives during approved rental period.

Single day reservation may be made up to one (1) year in advance. Long-term league reservations may be made up to four (4) months in advance, unless previously approved by the Town of Discovery Bay CSD Board of Directors.

No reservation or agreement will be approved or signed until the requesting user has paid the applicable deposits and fees.

Insurance Requirements: All sports leagues, organizations, groups over 50, or inflatable play equipment operators are required to provide the District with a valid Certificate of Liability Insurance (in the amount of \$1,000,000.00), with the Town of Discovery Bay Community Services District listed as an additionally insured. Insurance Certificates must be submitted to the District at least five (5) days prior to the scheduled reservation.

Cancellations: Park Rental cancellations occurring five (5) business days or more prior to the event will be refunded all fees and deposits. Cancellations occurring four (4) business days or less prior to the event will forfeit all applicable fees but be refunded all of the deposit.

Cancellation for Indoor Facility Rentals at the Community Center occurring sixty (60) days or more prior to the event will be refunded all fees and deposits. Cancellations less than sixty (60) days, but more than thirty (30) days prior to the event date will forfeit 25% of the total fees. Cancellations less than thirty (30) days prior to the event date, but more than fifteen (15) days prior to the event date will forfeit 50% of the total fees. Cancellations occurring less than fifteen (15) days prior to the event date will forfeit all applicable fees. In all cases of cancellation, the deposit shall be returned.

Cancellation fees above do not reflect any cancellation processing fees. Processing fees are in addition to the cancellation fees described here.

Clean Up: Renters are required to clean up and return the park or area to the original condition. Trash must be placed in the receptacles provided. Trash that does not fit in the trash receptacle must be disposed of properly by the renter.

Reasonable party decorations are permitted. However, users may not put staples or nails into any tree, sign, wall or table for any purpose. All decorations must be taken down and removed from the facility.

Deposit Forfeiture: Renter agrees to take full responsibility for the behavior of their guests during the rental period. Children must be supervised at all times by adults. Any charges for damage to the park or facility or its furnishings will be deducted from the deposit. Rentals that exceed the reserved time period will be charged the hourly rate to be deducted from the deposit. Failure to leave the rented area in satisfactory condition will result in deposit forfeiture. Upon a satisfactory inspection of the premises by District staff, the deposit check will be destroyed or returned to the applicant.

Prohibited Activities: No person shall consume, possess, sell, serve or cause to be served, any alcoholic beverage of any kind within any park area, unless expressly authorized in advance of the event by the Board of Directors. The General Manager, or designee, is authorized to approve service of alcoholic beverages for private events taking place at the Discovery Bay Community Center once a complete and approved application is received and all insurance requirements and other conditions of approval are approved. See Special Conditions regarding the serving and or/sale of Alcoholic beverages, below. Fires and barbecues (BBQ) shall be permitted only in grills already provided in the park. There shall be no overnight events or camping at any Discovery Bay park facility unless expressly authorized in advance of the event by the Board of Directors.

Gambling activities are expressly prohibited at all Town of Discovery Bay Parks and Recreation facilities. Individuals or groups of individuals in violation of this prohibited activity shall immediately cease the prohibited activity. Failure to cease shall result in the immediate notification of local law enforcement authorities.

Renter agrees that they will comply with all state and local laws including but not limited to activities that require a state or local permit. At the discretion of the General Manager, or designee, security may be required on a case by case basis.

Special Conditions regarding the serving and or/sale of Alcoholic beverages:

If alcohol is to be served or sold, it must be indicated on the rental application. The General Manager or Board of Directors, as identified above, must approve any application which includes consumption or sale of alcohol. Once approved, it is the responsibility and liability of the Renter and/or organization renting the facility. At the discretion of the General Manager, or designee, security may be required on a case by case basis.

To sell alcoholic beverages at your event, a valid alcohol permit from the California Department of Alcoholic Beverage Control Board (A.B.C.) must be obtained. The permit must be on file with the District offices at least ten (10) days prior to your event.

Food and Alcohol may be consumed without an Alcohol permit from the A.B.C. when there is no monetary exchange for the food, beverages or admission charged for the event.

Violation of any of these requirements will result in immediate termination of Renter's event and will result in forfeiture of the damage deposit.

The District may require additional deposits, insurance and/or security for events where alcohol is served. These additional requirements will be determined by the circumstances of each rental request.

Food Preparation: Food and non-alcoholic beverages may be served, but not prepared on site for any indoor facility rentals at the Community Center.

Exhibitions, Events, Festivals, Meeting and Assemblies: Any person, group, society, club or organization wishing to set up or maintain any exhibition, place of amusement, concert, picture show, bandstand, performance, entertainment or other form of amusement or function where the expected attendance is fifty (50) people or more occupying the park at any one time, must first obtain written authorization from the District's General Manager. These types of requests must be submitted no less than sixty (60) days prior to the event.

IV. MISCELLANEOUS

Any policy listed herein may be waived or modified on a case-by-case basis and at the discretion of the Board of Directors.

Requirements listed herein, except those identified as "prohibited", may be waived or modified on a case-by-case basis by the General Manager, or designee, upon the finding of public interest; any such modification (including modification to fees) shall be summarized on the next available board agenda.

Policy Established:

April 20, 2011

Policy Amended:

July 16, 2013

January 8, 2014

December 16, 2015

October 19, 2016

 <h2 style="margin: 0;">Town of Discovery Bay</h2>		
Program Area: Parks & Recreation	Policy Name: Alcohol Policy	Policy Number: 022
Date Established: September 3, 2014	Date Amended: N/A	Resolution: 2014-21

POLICY STATEMENT

The Town of Discovery Bay Community Services District supports the ability to allow renters of District facilities the ability to host private parties and to serve or consume alcohol during facility rentals when it is determined by staff to be feasible and age appropriate. This policy provides the framework to guide renters in the process to be able to serve or consume alcohol for private parties and events. The Policy outlines the procedural structure that adjusts to the different types of facility rentals based on the number of planned attendees. Management within the District must determine the appropriateness for alcohol consumption during all potential rentals to maintain consistency with this policy.

APPLICATION, AGREEMENT, & SPECIAL ALCOHOL PERMIT

Each potential renter that would like to serve or consume alcohol during a facility rental must fill out the appropriate application and agreement as well as the special alcohol permit. The rental applicant must also meet all guidelines listed in the agreement. The District reserves the right to accept or reject an individual or group's offer to serve or consume alcohol. It is strictly prohibited to sell or barter alcohol, and will be cause for immediate revocation of the permit and the cancellation of the event.

SPECIAL ALCOHOL PERMIT QUALIFICATIONS

- Age - Any person seeking to rent a District facility who intends on serving or consuming alcohol must be 21 years of age with a valid ID, and anyone who wishes to serve or consume alcohol during the rental must be 21 years of age and have a valid ID. Special Alcohol permits will not be issued if the guest of honor is a minor or if the majority of the attendees are minors.
- Applications & Fees - All applicants must fill out a rental application for the facility they would like to rent. All rental fees and deposits must be paid in full prior to the event. The Special Alcohol permit must be filled out completely and submitted at least (2) weeks prior to the rental. The alcohol permit fee for the Special Alcohol Permit is based on the number of attendees who will be present during the rental period.
 - 1-50 Attendees - \$50
 - 51-100 Attendees - \$75
 - 100+ Attendees - \$100
- Insurance - Applicants are required to provide a certificate of insurance that names the Town of Discover Bay as an additional insured providing general liability insurance in and amount of not less than \$1,000,000 for each occurrence and \$1,000,000 general aggregate. The Town of Discovery Bay may be able to obtain a certificate of insurance for the event at the expense of the applicant.

DETERMINING AND APPROVAL – SPECIAL ALCOHOL PERMIT

Once the District has received a Special Alcohol permit application, the Department Manager will review the permit and make sure that all qualifications have been met. Completed forms will be reviewed for approval by the General Manager, or designee, prior to issuance of a Special Alcohol Permit.

FACILITIES

The following are the District facilities at which serving or consumption of alcohol may be approved during facility rentals with the required permits and fees

Indoor Facilities

Discovery Bay Community Center's Cabrillo Room
Discovery Bay Community Center's Marina Room
Discovery Bay Community Center's Discovery Room

Outdoor Facilities

Discovery Bay Community Center's Event Lawn
Discovery Bay Community Center's BBQ Area

RULES AND REGULATIONS

1. A District facility attendant will be present for rentals with 50+ attendees. An added fee of \$15.00/hour or partial will be assessed prior to the event based upon the anticipated timeframes. Any additional expenses shall be paid in full at the conclusion of the event or may be deducted from the security deposit .
2. All guests who will be served alcohol must be at least 21 years old and be able to provide a valid ID. Guests who cannot provide a valid ID will be acknowledged as a minor. There are No Exceptions.
3. Alcohol service includes beer, wine, & champagne. Liquor and other distilled spirits are prohibited (Glass beer bottles are prohibited).
4. Alcohol may only be brought in by the person or organization responsible for the rental or a licensed caterer. Guests may not bring their own beverages to the event. Non-Compliance may result in the cancellation of the event at the discretion of Town staff.
5. Alcohol is not to be consumed outside of the rental area(s), and shall not be consumed in entry ways or parking lots.
6. All rentals that request alcohol must have a certificate of insurance that names Town of Discovery Bay as an additional insured, as described above.
7. Alcohol will not be permitted when the guest of honor is a minor, or when a majority of the attendees are minors.
8. Alcohol service must stop (30) minutes before the designated end time of the rental.
9. There may be additional requirements for rentals with more than (50) attendees including but not limited to necessity of security, at the discretion of Town staff.
10. Alcohol service or consumption that has not been approved or fails to comply with all requirements of the agreement will result in termination of rental, and forfeiture of rental deposit.
11. The event host is responsible to fulfill all requirements of the agreement. The District is not responsible for any loss of the rental expense due to the requirements not being met.

**Discovery Bay
P-6 Zone Citizen
Advisory
Committee**



Office of Supervisor Mary N. Piepho
Contact: Alicia Nuchols
3361 Walnut Blvd, Ste. 140
Brentwood, CA 94513
925-242-4500

Respectfully submitted by: _____

DRAFT

The Discovery Bay P-6 Zone Citizen Advisory Committee serves as an advisory body to the Contra Costa County Board of Supervisors and the County Planning Agency.

Record of Actions

Meeting start time: 6:05 p.m.

Wednesday, October 12, 2016

- 1.) Meeting called to order by Chair Kane at 6:05 p.m. Committee members Steinberger & Belcher were absent.
- 2.) Public Comment: David Piepho discussed comments on Next door website in regards to incorrect information on P6 funding. Greg Fulton addressed speeding and traffic violations, looking forward to Sheriff enforcement. Terry (last name not provided) asked how agendas are publicized.
- 3.) Review of Record of Actions of July 13, 2016 meeting: Committee member Zeigler requested an update to the ROA adding that the Discovery Bay P6 has previously requested a CSO for the community as well. Vice Chair Mankin made a motion to accept the Record of Actions as revised by Committee member Zeigler. Second made by Committee member Zeigler. Motion carried 3-0. AYES: Zeigler, Mankin, and Kane.
- 4.) Correspondence: (Key: R= Received S= Sent) – ® - Reviewed response letter from the Sheriff on recommendations requested. Lt. Hobbs described purchases to be completed and deputies to be trained in November. Dec/Jan LIDAR/RADAR to be in cars. Lt Hobbs also described CSO tasks as a non-sworn officer.
- 5.) Old Business: Update on RADkids Program – training to begin early Spring 2017.
- 6.) New Business:
 - a.) Monthly Activity Report (Lt. Hobbs): None provided due to computer issues and Tony being absent.
 - b.) 2016 Annual Report & 2017 Workplan was accepted by the committee. Motion made to accept with addition of increasing community awareness to the objectives for 2017 by Vice Chair Mankin, second by Committee member Zeigler.

This meeting record is provided pursuant to Better Government Ordinance 95-6, Article 25-2.205(d) of the Contra Costa County Ordinance Code.

7.) Future agenda items/Committee Member Comments: NONE

8.) Adjourn: Meeting adjourned at 6:46pm.

DRAFT

FEB 03 2017

Charles and Carol Helfrick
661 Beaver Court
Discovery Bay, California 94505
925-516-1227

January 31, 2017

Mike R. Davies
General Manager
Town of Discovery Bay Community Service District
1800 Willow Lake Road
Discovery Bay, California. 94505-9376

RE: Public Records Act Request

Dear Mr. Davies:

Pursuant to my rights under the California Public Record Act (Government Code Section 6250 et seq.), I ask to obtain a copy of the following, which I understand to be held by your agency or your agent, Mr. Attebery:

- I. Copies of the invoices or other supporting documents for the payments being requested to be approved at the February 1, 2017 Town of Discovery Bay CSD general meeting:
 - a. Vendor: Luhdorff & Scalmanini
 - i. Invoice Number: 32470
 - ii. Amount: \$10,825.00
 - b. Vendor: Luhdorff & Scalmanini
 - i. Invoice Number: 32469
 - ii. Amount: \$6,444.74
 - c. Vendor: Brentwood Press
 - i. Invoice Number: 10176-Post
 - ii. Amount: \$1,030.00

I ask for a determination on this request within 10 days of your receipt of it, and an even prompter reply if you can make that determination without having to review the records requested.

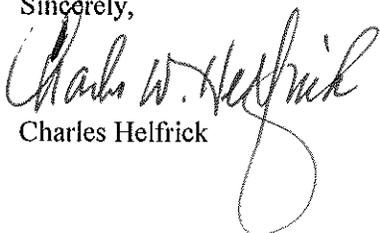
If you determine that any or all of the information qualifies for an exemption from the disclosure, I ask you to note whether, as is normally the case under the Act, the exemption is discretionary, and if so whether it is necessary in this case to exercise your discretion to withhold the information.

If you determine that some but not all of the information is exempt from disclosure and that you intend to withhold it, I ask that you redact it for the time being and make the rest available as requested. In any event, please provide a signed notification citing the legal authorities on which you rely if you determine that any or all of the information is exempt and will not be disclosed.

If I can provide any clarification that will help expedite your attention to my request, please contact me. I ask that you notify me of any duplication costs exceeding \$100 before you duplicate the records so that I may decide which records I want copied.

Thank you for your time and attention to this matter.

Sincerely,


Charles Helfrick



EAST CONTRA COSTA FIRE PROTECTION DISTRICT

Meeting Minutes Board of Directors Regular Meeting Monday January 9, 2017 6:30 P.M.

***New Meeting Location: Brentwood City Council Chambers,
150 City Park Way, Brentwood***

BOARD OF DIRECTORS		
Steve Barr	Joel Bryant-President	Randy Pope
Robert Kenny	Meghan Bell-Vice President	Erick Stonebarger
Cheryl Morgan	Brian Oftedal	Joe Young

6:30PM – Call to Order: (6:30P.M.)

PLEDGE OF ALLEGIANCE: (6:30P.M.)

ROLL CALL: (6:30P.M.)

Directors Present: Barr, Bell, Bryant, Kenny, Oftedal, Morgan, Pope, Stonebarger, Young

Directors Absent:

PRESENTATION: (6:31P.M.)

Service Awards were presented to Captain Carter, Engineer Smith & Firefighter Brashier for 20 years of Service.

Chief Henderson announced that he will retiring March 30, 2017.

ORGANIZATION OF THE EAST CONTRA COSTA FIRE PROTECTION DISTRICT BOARD OF DIRECTORS: (6:35P.M.)

Administration of Oath of Office for Directors Bryant and Young, who have been re-appointed to the Board of Directors by the Brentwood City Council

PUBLIC COMMENTS: (6:39P.M.)

There were five (5) Public Speakers – Richard Kent, Ron Johansen, Hal Bray, Mark Whitock, Steven Smith

Minutes January 9, 2017
Page 1 of 4

CONSENT CALENDAR: (7:00P.M.)

C.1 Approve Minutes from November 7, 2016 Regular Board of Directors Meeting

Corrections were requested and a motion was made to approve the amended minutes.

Motion by: Director Barr to approve consent item C.1

Second by: Director Bell

Vote: Motion carried: 9:0:0

Ayes: Barr, Bell, Bryant, Kenny, Morgan, Oftedal, Pope, Stonebarger, Young

Noes:

Abstained:

Absent:

DISCUSSION ITEMS

**D.1 Selection of District Board Officers: President, Vice President for the 2017 Calendar Year:
(7:03P.M.)**

There were no (0) Public Speakers

Director Barr nominated Director Bryant to serve as Board President and Director Bell to serve as Board Vice President. There were no further nominations.

**Motion by: Director Barr to adopt a resolution re-electing Director Bryant as
President and Director Bell as Vice President for the 2017 Calendar
Year**

Second by: Director Stonebarger

Vote: Motion carried: 9:0:0

Ayes: Barr, Bell, Bryant, Kenny, Morgan, Oftedal, Pope, Stonebarger, Young

Noes:

Abstained:

Absent:

D.2 Discuss Membership of Standing Committees: (7:07P.M.)

There were no (0) Public Speakers

Board President Bryant appointed Director Oftedal to the Finance Committee. There were no changes to the Outreach-Public Education Committee.

D.3 Discussion of Options for Timing of First Board of Directors Election and for Reducing Size Of the Board: (7:12P.M.)

There were two (2) Public Speakers – Mark Whitlock, Ron Johansen

Motion by: Director Young to direct the staff to take steps to facilitate future Board action to consolidate the first election of directors with the statewide general election in November 2018, and to present options at a later date on the timing and form of election for a ballot measure to reduce the size of the Board

Second by: Director Pope

Vote: Motion carried: 9:0:0

Ayes: Barr, Bell, Bryant, Kenny, Morgan, Oftedal, Pope, Stonebarger, Young

Noes:

Abstained:

Absent:

D.4 Discuss Election Results of Brentwood and Oakley Utility User Tax Measures: (7:51P.M.)

There were three (3) Public Speakers – Mark Whitlock, Ron Johansen, Hal Bray

D.5 Receive Update on Academy Class 16-02: (8:06 P.M.)

There were no (0) Public Speakers

D.6 Receive Update on New District Web Site: (8:09 P.M.)

This item was postponed and will be brought back to the Board at a future date.

D.7 Receive Update on Relocation of District Office and Battalion Quarters: (8:12 P.M.)

There were no (0) Public Speakers

D.8 Receive Update on November and December's Public Education Events: (8:15 P.M.)

There were no (0) Public Speakers

D.9 Receive Operational Update for December 2016: (8:23 P.M.)

There were no (0) Public Speakers

INFORMATIONAL STAFF REPORTS: (8:29 P.M.)

None

DIRECTORS' COMMENTS: (8:29 P.M.)

Director Barr – Director Barr stated that although he is disappointed that the Chief is retiring, he also understands that everyone comes to a point in their career when they decide to make that decision. He stated that his disappointment is based on losing Chief Henderson as the Chief and he thanked Chief Henderson for his years of service not only to this community as Chief, but also for his prior firefighting and law enforcement service.

INFORMATIONAL REPORTS AND REQUESTS FOR FUTURE AGENDA ITEMS FROM BOARD MEMBERS: (8:30 P.M.)

Director Pope requested a future agenda item for the Board to consider changing the Board of Directors Meetings from the 1st Monday of the each month to another day.

Director Stonebarger requested a future agenda item to get a report and explore the District's options for limiting development within the district.

RECESS TO CLOSED SESSION ON THE FOLLOWING MATTERS: (8:36 P.M.)

1. Conference with Real Property Negotiators Pursuant to Government Code Section 54956.8
Property: 150 City Park Way, Brentwood
Agency Negotiators: Fire Chief Hugh Henderson, Legal Counsel Shayna van Hoften
Negotiating party: City of Brentwood
Under negotiation: Price and terms of lease

REPORT ON THE CLOSED SESSIONS: (8:46 P.M.)

Legal Counsel reported that the Brentwood City Council was scheduled to authorize a lease with the District for the District to have its administrative offices in City Hall at 150 City Park Way and that the Board of Directors acted in closed session to authorize the Fire Chief to execute the lease to occupy 600 square feet of office space, and have access to four (4) parking spaces, for a lease rate of a \$1.50 a square foot for the first year with a CPI index, permitted for future years.

**ADJOURN TO THE REGULAR BOARD MEETING SCHEDULED: February 6, 2017:
(9:00 P.M.)**



EAST CONTRA COSTA FIRE PROTECTION DISTRICT

Meeting Minutes Board of Directors Special Meeting

Monday January 23, 2017 6:30 P.M.

***New Meeting Location: Brentwood City Council Chambers,
150 City Park Way, Brentwood***

BOARD OF DIRECTORS		
Steve Barr	Joel Bryant-President	Randy Pope
Robert Kenny	Meghan Bell-Vice President	Erick Stonebarger
Cheryl Morgan	Brian Oftedal	Joe Young

6:30PM – Call to Order: (6:32 P.M.)

PLEDGE OF ALLEGIANCE: (6:32 P.M.)

ROLL CALL: (6:33P.M.)

Directors Present: Barr, Bell, Bryant, Kenny, Oftedal, Morgan, Stonebarger, Young

Directors Absent: Pope

PUBLIC COMMENTS: (6:33 P.M.)

There was one (1) Public Speaker – Mark Whitlock

RECESS TO CLOSED SESSION ON THE FOLLOWING MATTERS: (6:36 P.M.)

1. Conference with Labor Negotiator Pursuant to Government Code Section 54957.6
Agency Designated Representatives: Fire Chief and Glenn Berkheimer
Employee Organization: International Association of Fire Fighters, Local 1230
2. Public Employee Appointment Pursuant to Government Code Section 54957(b)
Title: Interim Fire Chief

REPORT ON THE CLOSED SESSION: (8:56 P.M.)

No reportable action was taken in Closed Session for items 1 & 2

ADJOURN TO THE REGULAR BOARD MEETING SCHEDULED: February 6, 2017: (8:56 P.M)

Bill Klipp
5752 Salmon Ct.
Discovery Bay, Ca. 94505
925-642-0670
billklipp@wkimages.net

February 7, 2017

To: CSD Board of Directors
Town of Discovery Bay
1800 Willow Lake Road
Discovery Bay, CA 94505

Re: Discovery Bay Water Meter Project (delivered via email)

Historically there have been very few issues that have stirred as much discussion and debate in Discovery Bay as the current Water Meter Fiasco. The CSD Board made the decision to rush forward on this \$3 million project with very little Public discussion, outreach and information. Now after the Board engaged contractors and approved a \$3.1 million 100% financing 10 year bond offering the Public is finally given the opportunity to weigh in and it hasn't been pretty. With a ground swell of Public opposition to the Board's Plan it now seems they might be willing to step back and revisit some of their decisions. Let's all hope they follow through on their comments and promises from the Feb 2, 2017 Board meeting to step back and revisit their decisions. I had a few questions and comments that as a resident I ask the Board to consider and respond to in their review of the Project.

- 1) Yes, the State mandated we need to install water meters by 2025, but why the rush to get this all done by Sept 2017, seven years early? Especially when it's clear more research and Community outreach needs to be done. Why not install 500-1,000 meters first then reevaluate the Contractors' performance and overall process to make sure it is working before more work is done?
- 2) How does the Board plan to oversee and supervise the Contractor to make sure the work is done correctly and within budget? As of last week over 130 meters have already been installed this year and some homeowners are already complaining about conditions the Contractors left their property in. Are there ways for Homeowners to reduce the cost of their install? If so how can the Homeowner benefit from making the install easier / cheaper?
- 3) It is clear from the overwhelming public comments that the Community is against the Board's decision to bill all residents the same amount irrespective of a Homeowners' actual cost of installation. It is unfair to expect those with easier, cheaper installs to subsidize those properties with more complicated and expensive installations especially when I would guess the more expensive installs are on the fancier more upscale properties. Ideally everyone should pay their actual cost of install. Yes that would create more administrative work but presumably the Contractor is keeping track of the cost of each install to monitor their profits and insure they are not short changed. By slowing the Project down a little or spreading out the implementation the administrative process of tracking and charging actual costs could be made less burdensome. Another reasonable and easy alternative to actual costs would be a multi-tiered structure which would more closely align a Homeowners' payment obligation with their actual cost of install. But under any scheme, What happens if Homeowners in total are ultimately either over or under charged for the Project? What happens when the actual project costs deviates from estimated / budgeted project

costs? Is there a Plan for this inevitable discrepancy? In all cases though, the Board's current Plan of charging every Homeowner \$906 per install even when the great majority of installs are expected to be less, and many substantially less is incredibly unfair and needs to be changed in response to the Public outcry for another fairer method.

- 4) Why would the Board Finance 100% of the estimated Project cost (\$3.11 Million) with a 10 year Bond obligating Town (ie All Homeowners) to pay 10 years of interest charges? This is troubling as under all scenarios the monies will not on average be needed for a full 10 years. Can the Bond be paid off early in part or in full to better align it's maturity with payments received by Homeowners? It is clear that some portion of the homeowners will pay the full amount up front thereby eliminating the Town's need to borrow money at all. The current plan to borrow money irrespective of how the Homeowners pay will penalize those who pay upfront by having the Town incur unnecessary expenses. Why not survey (non-binding) the residents to get a sense of how many might want to avoid finance charges and pay upfront? At the recent Board meeting it was suggested there is no time to do that, WRONG there is plenty of time, just slow the project down a little bit. Why not be creative and create an incentive to motivate Homeowners to pay upfront. Certainly Homeowners who pay upfront are saving the Town money by avoiding finance charges and reducing administrative costs by avoiding the costs associated with issuing, administering and servicing loan agreements for 10 years.
- 5) Why issue 10 year bonds obligating 10 years of interest payments when only some portion of the residents will opt for a Water Meter Loan? And of those that do, even fewer will ultimately need 10 year financing. How does the rate (4.5%) offered to Homeowners compare to expected borrowing rate on the Bond? Will there be a profit or loss on the financing? Why 10 years vs 3-5 years or something else, 10 years seems a bit arbitrary, why not offer alternative financing time frames? Many Homeowners might like to finance their install but a 10 year loan for \$900 seems excessively long. If a Homeowner opts to finance their installation over 10 years will their loan obligation be recorded as a lien against the property? It certainly should to insure it gets paid back. If so is the loan to the Homeowner structured to be paid back in FULL upon the sale of the Property? It should, as that would be an opportune time to extinguish the property's obligation for the meter cost without any Homeowner hardship thereby reducing the Town's administrative costs, financing costs, potential legal costs and further shortening the overall need for the Town to have 100% 10-year long term financing. The fact is many, maybe even most of these meters will be paid in full by the residents in substantially less than 10 years. Between some residents paying upfront (I own 3 properties and plan to pay upfront) and others choosing to finance but sell their homes before 10 years its clear a 100% 10 year bond obligation and related interest expenses seems like an unnecessary and potentially irresponsible financial decision by the Board.
- 6) Approximately 5% of Homes in Discovery Bay sell or turnover each year and creating a Homeowner financing plan that requires the loan to be paid in full upon the sale of a property would be prudent and fair way to help reduce the Communities' cost of this project without creating an undue hardship on any individual Homeowner. If you have a "Meter Loan" and sell the property the Loan should be paid off at closing, plain and simple and in alignment with precedent on other outstanding real estate property obligations and liens.
- 7) Double Charging? If a Homeowner pays Upfront for the full cost(+) of their Meter Installation how do you plan to insure they are not charged twice for the installation or for the Bond expenses associated with installations that are not paid upfront? For example if the new base rate for water going forward includes repayment of the Bond (principle, interest and other Bond related expenses) how will Homeowners who have either paid upfront or those who opted for financing but retire their loan prior to 10 years avoid being charged again? Will they have a different base rate or will their water bills be lower (ie exclude all

Bond related costs and principle repayments)? If Homeowners pay upfront and are still billed water rates that include monies that either contribute to the retirement of the Bond or are used for non-Meter installation costs is this not an unapproved "TAX".

- 8) If any of my assumptions above are in fact incorrect I apologize in advance but that might be because of the poor and inadequate Public communications program on this Project. For a small Community like Discovery Bay in today's era of instant communication technologies it should be relatively easy for the Board and Town to reach out and Communicate to the Residents. There are very few Projects in Discovery Bay that are as expensive and far reaching as this one, so it needs special attention by the Board. The Board needs to take responsibility for allowing the Water Meter Project to become a Public Fiasco. The good this is, there is time to fix this and I hope the Board steps up on behalf of the Residents to do the right thing.
- 9) I as well as All your Discovery Bay Neighbors look forward to your responses and a new implementation plan that is more Community focused. Thank you in advance for listening.

Bill Klipp
5742, 5752, 5762 Salmon Ct.
Discovery Bay, Ca. 94505

Town of Discovery Bay, Water Meter Installation Suggestions

- 1) Create three tiers for fees;
 - a. Easiest installation = \$500.00 (example)
 - b. Medium difficulty installation \$700.00 (example)
 - c. Most difficult installation \$900.00 (example)
 - There should be a set written criteria that determines the three fee tiers. For example, if the existing meter box is in dirt with no obstructions to install a new meter and/or meter box, then it would be an "A" installation.
 - If the existing meter box is in concrete with no other obstructions, then it could be a "B" installation.
 - If the existing meter box is in concrete with brick or block work, heavy landscaping, etc., it would be the most difficult "C" installation.

- 2) Provide a 30-day window for residents to pay the full amount "if they wish to do so" and receive a \$100 discount (example). By providing a discount for payments in full, the Town would encourage full payment and generate enough income to then finance the remaining residents meter installations with no interest up to a 10-year period. That would provide for a low monthly payment at no interest and have a minimal impact of the Town's current reserves. There would be no need for a bond at all and those that could afford it would in a sense be providing most of the funds needed for those that need to make payments over a longer period of time.

The Town's reserve funds come from water fees (in part) paid by residents and therefore "some" of those funds could and should be used to soften the blow of this new meter program. Under this proposal, the most the Town would be on the hook for if all residents paid up front and received a \$100 discount, would be around \$300,000.00 (I am unsure of exactly how many homes we are talking about but I believe it was in the area of 3,000 homes) however, the cost to the reserves is likely to be much lower. You could do a questioner to see how many residents would pay up front if they received a discount and then make the final decision.

- 3) Provide several payment options;
 - a. Cash up front and receive discount
 - b. 12 monthly payments at no interest
 - c. 36 monthly payments at 4.5% interest
 - d. 120 monthly payments at 5% interest for extreme hardship cases

I am confident that Discovery Bay Residents would embrace a plan like the one above, tiered fees, discount for payment up front, and payment options that fit their budget.

Thank you for your consideration,



Frank Morgan (AKA Captain Morgan)

925.383.5346