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JOINT POWERS AGREEMENT

(Magee Park)

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JOINT POWERS AGREEMENT

(Magee Park)

This Joint Powers Agreement (the "Agreement") is entered into this _____, 1987 between the County of Contra Costa, a political subdivision of the State of California ("COUNTY"), and the Town of Danville, a municipal corporation ("TOWN"), under Section 6500 et. seq. of the Government Code of the State of California.

RECITALS

This Agreement is based on the following facts and circumstances:

A. County Service Area R7A ("R7A") is an administrative unit of COUNTY whose function is to provide parks and recreational services in the Alamo area, an unincorporated area of COUNTY. R7A was established under Government Code §25210 et. seq.

B. The Contra Costa County Public Facilities Corporation ("PFC") is a non-profit corporation incorporated under the general non-profit corporation laws of the State of California to provide financial assistance to the COUNTY.

C. There exists within the boundaries of the parties a 17-acre parcel known as the Magee Property (the "Property"). The Property is located along the Alamo area-Danville boundary at the north end of La Gonda Way. (APN Nos. 1970-050-005, 197-070-011, 197-240-003 and 197-240-004.) The Property is located partly within Danville's town limits and partly within the unincorporated area of COUNTY known as the Alamo area. The Property contains three single-family houses.

D. The Trust for Public Lands has an option to purchase the Magee Property and has exercised the option, subject to a close of escrow by June 1, 1987. The Trust is willing to transfer its option to the parties to enable them to purchase the Magee Property for public park purposes.

E. The Magee Property is suitable for use as a park site. The parties wish to enter into an arrangement by which they will jointly acquire the property and develop and maintain it as a public park, sharing all costs equally.

F. To facilitate future financing of development and acquisition costs of the Magee Property, TOWN and COUNTY wish for the Public Facilities Corporation (PFC) to take title to the

Magee Property and for PFC to lease the Property to COUNTY (and COUNTY to sublease to TOWN an undivided one-half interest in the Property) for use as a public park. To accomplish this, the parties intend to enter into a separate agreement entitled "Agreement Among the Town of Danville, the County of Contra Costa and Contra Costa County Public Facilities Corporation Relating to the Purchase of Real Property."

G. The purpose of this Agreement is to establish the terms regarding acquisition of the Property and development, operations and maintenance of the Park.

NOW, THEREFORE, the parties agree:

1. Parties.

The parties to this Agreement are the County of Contra Costa ("COUNTY") and the Town of Danville ("TOWN").

2. Intent and Purpose.

The parties' general intent and purpose under this Agreement are to jointly acquire, develop, operate and maintain the Magee Park, sharing all costs equally. The parties' shared objective is to have a fully usable park as soon as possible.

3. Property Subject to Agreement.

The Property which is the subject of this Agreement is a 17-acre parcel known as the Magee Property (the "Property"). The Property is located along the Alamo area-Danville boundary at the north end of La Gonda Way. (APN Nos. 197-050-005, 197-070-011, 197-240-003 and 197-240-004.) The Property contains three single-family houses.

When the Property is developed as a park, the park shall include the name Hap Magee in its title.

4. Definitions.

a. "Acquisition" means the purchase including possible future refinancing of the Property.

b. "Development" means construction, installation, remodelling, landscaping, grading or similar work performed to improve the Property, including access routes to it.

c. "Magee Park Account" refers to the account to be established by TOWN to administer development, maintenance and operations of the Park.

d. "See Park Joint Planning / Operations Committee" or "Joint Committee" refers to the committee described in paragraph 5b.

e. "Magee Park Trust Account" or "Trust Account" is the account to be established by PFC under the trust agreement approved as part of any subsequent financing of the Property through PFC. (See paragraph 6c and a.)

f. "Operations and Maintenance" mean routine maintenance, repair, property management, policing and similar services performed in connection with the Property.

g. the "Park" or the "Magee Park" refers to the park to be developed on the Property.

h. the "Park Project" refers to the entire project to be developed under this Agreement including the acquisition, development, operations and maintenance of the Park.

i. "Property" or the "Magee Property" refers to the 17-acre parcel located along the Alamo area-Danville boundary at the north end of La Gonda Way. (APN Nos. 197-050-005, 197-070-011, 197-240-003 and 197-240-004.)

j. "Public Facilities Corporation" or "PFC" refers to the Contra Costa County Public Facilities Corporation described in Recitals paragraph B.

k. "R7A" refers to the County Service Area described in Recitals paragraph A.

5. Administration and Decision-Making.

a. Staff Members and Advisory Bodies. The advisory bodies for parks and recreation matters for the parties are the County Service Area R-7A Citizens Advisory Committee for COUNTY and Parks and Leisure Services Commission for TOWN. These two groups, together with their respective staffs, will provide administrative and support services for the Park Project.

b. Joint Planning and Operations Committee. The parties shall appoint a Joint Planning and Operations Committee (the "Joint Committee").

The Joint Committee shall be selected and shall serve as follows: the COUNTY Board of Supervisors shall appoint two members from the R7A Committee. TOWN shall also appoint two members to serve on the Joint Committee. Each of the four members shall serve for a two-year term, except that in order to establish staggered terms one of the first

appointees from COUNTY and one of the first appointees from TOWN shall serve a one-year term. The four appointed members shall select (by unanimous vote) a fifth member who is not a member of the COUNTY R7A Committee or the TOWN Parks and Leisure Services Commission. The fifth member must have a demonstrated interest in park and recreation matters. The fifth member will serve for a one-year term and may be re-appointed to one or more successive terms.

The Joint Committee shall meet semi-annually, or more frequently if necessary. Its meetings shall be noticed and open to the public as required by the Ralph M. Brown Act (Government Code §94590 et seq.). Consensus decision-making is encouraged.

The duties of the Joint Committee are to:

- o develop the master plan and recommend adoption to the Park and Leisure Services Commission, the R7A Committee, the Danville TOWN Council and the Board of Supervisors;
- o review construction documents; *(we aren't) being asked about details*
- o review operations and solicit general community comments;
- o review and recommend to the Danville Park and Leisure Services Commission, the R7A Committee, the Danville TOWN Council and the Board of Supervisors;
 - annual operating budget
 - future capital development projects
 - annual service level changes for rental rate adjustments.
- o other functions assigned to it by the Board of Supervisors and Danville TOWN Council.

c. Governing Bodies. All final decisions on site planning and expenditures are reserved to the governing bodies of the parties: the COUNTY Board of Supervisors and Danville TOWN Council.

6. Financing; Revenues; Accountability.

a. General. The Magee Park Project shall be a joint, equal-share commitment for all phases: acquisition, development, maintenance and operations. Maintenance and

operating costs shall be shared equally and development shall be phased in accordance with the ability of each party to pay its fair share of maintenance and operating costs.

The parties agree that upon acquisition of the Property and adoption of the master plan (under section 8b), each party shall make a good faith effort to secure funding for development and access improvements as soon as possible.

b. Minimum Annual Contribution. Subject to the debt limitation of California Constitution Article XVI, Sec. 18, each party agrees to contribute at least \$120,000 each year to the Magee Park Project for development, maintenance and operations. (The amount may be less than \$120,000 by mutual agreement.) The portion of the contribution allocated for debt financing, if any, shall be paid at the time and in the manner designated in the financing documents. The balance of the \$120,000 contribution is payable to the Magee Park Account on July 1 of each year, beginning July 1, 1988.

COUNTY further agrees to contribute to the Park Project 50% of the CSA R7A future incremental increases in property tax and park dedication revenue above the revenue received in FY (1986-87). TOWN agrees to match this amount.

As soon as possible after acquisition of the Property the parties shall adopt an operating budget to cover the period of time from acquisition until July 1, 1988. The proposed budget shall be adopted by mutual agreement and the parties shall each deposit an equal share to cover the budget into the Magee Park Account.

c. Debt Financing; Use of Funds. In the Agreement Relating to the Purchase of Real Property, PFC agrees to exercise all reasonable efforts to finance the property purchased through the issuance of bonds or through the issuance of certificates of participation representing interests in leases or in any other manner authorized by law. Any financing proposed is subject to prior approval of COUNTY and TOWN. If PFC is unable to obtain financing or the parties decide not to seek such financing and no financial obligations against the property are outstanding, PFC shall, at the written request of both parties, convey title to COUNTY and CITY jointly, each an undivided one-half interest, or to any entity designated by the parties.

COUNTY will assume responsibility and provide staff to administer the deferred financing through PFC for the Magee Parksite. COUNTY and TOWN each agree to pay one-half the cost of the annual debt service and reasonable administrative costs. The proceeds from the financing shall be deposited in a Magee Park Trust Account with all interest

accruing to the account for exclusive benefit of the Magee Park project in accordance with the trust agreement approved at the time of issuance of the deferred financing.

Up to \$70,000 of the total annual contribution made under paragraph 5b shall be used (if feasible) to pursue a future debt financing issue to fund development, access to the site and refinancing of the acquisition cost. In order of priority, proceeds of the debt issue shall be used to provide:

(1) the least costly (to the parties) vehicular and pedestrian access to the Property; and

(2) the maximum amount of Phase 1 development consistent with the parties' ability to sustain their equal share of maintenance costs; and

(3) reimbursement to the parties of all or part of the acquisition cost.

d. Other Revenues. Each party may apply for grants or solicit outside funding for Magee Park with the approval of the Joint Committee. Such revenues shall be deposited in the Magee Park Account. Revenue from rentals and fees shall also be deposited in the Magee Park Account.

e. Financial Accountability. COUNTY shall be responsible for and provide staff to administer the debt financing through PFC for development and/or refinancing acquisition costs of the Park. COUNTY and TOWN each agree to pay one-half the cost of the annual debt service and reasonable administrative costs.

TOWN shall administer the annual operating budget for the Park and future capital budgets for development (not financed by debt financing). An administrative overhead cost based on actual expense to provide operating services shall be included in the annual budget. COUNTY and TOWN each agree to pay one-half of the reasonable administrative costs for maintenance and operations. After initial startup, the budget will be on a fiscal-year cycle to coordinate with the budget cycles of the respective governing bodies. Budget recommendations shall be submitted to the governing bodies by April 15th of each year or as soon as possible after that date. Upon adoption of the Magee Park budget by the governing bodies, each party shall deposit its equal share of costs into the Magee Park Account.

Budget records shall be kept in the same manner as the TOWN's budget for park maintenance which includes

categories for employee services, contract services, operations and capital outlay. TOWN will produce Magee Park account reports on at least a quarterly basis and distribute them to the staff of R7A and the TOWN staff responsible for project management. Account status reports will be provided to the Joint Committee on a semi-annual basis or as requested.

Each party is responsible for its respective account and is strictly accountable under Government Code §6505 for reporting all receipts and disbursements.

7. Property Acquisition.

a. Cost and Contribution. The purchase price of the Property is \$1,140,000 cash. TOWN and COUNTY shall share equally all costs of acquiring the Property. Each party agrees to provide half of the purchase price (\$570,000 each) plus their share of closing costs and to pay the amount into escrow by _____, 1987.

b. Method of Acquisition and Financing. The parties agree that the PFC shall purchase and take title to the Property as described in Recitals paragraph F. PFC may refinance the Property as set forth in section 6c. The acquisition shall be accomplished in accordance with the terms and conditions of the "Agreement Among Town of Danville, County of Contra Costa and Contra Costa Public Facilities Corporation Relating to the Purchase of Real Property "dated May _____, 1987 (Recitals paragraph F).

8. Development.

a. Access. The parties agree that adequate vehicular access must be provided to the Property before the Park facility is opened for general public use. The parties shall develop one of the two possible vehicular access routes, from Danville Boulevard or from La Gonda Way, whichever is the least costly to the parties. The Danville Boulevard access is preferred as the primary access to the Property if it is the least costly. This access route shall be thoroughly investigated as part of the master plan preparation. However, if the Danville Boulevard access is not secured by January 1, 1988, the La Gonda Way access shall be implemented. If the La Gonda Way access is used, the parties shall also install a pedestrian access to the Property from the Camille extension property. The pedestrian access shall be funded from debt proceeds, if there are any. For example, if a \$70,000 contribution from each party is used to finance \$1,200,000 of park improvements (as described in paragraph 6c), then the total would be used as follows:

\$1,200,000	
- 350,000	La Gonda access improvements
- 150,000	Camille pedestrian bridge
\$ 700,000	Park development (Phase I)

b. Master Plan. As soon as possible after acquisition of the Magee Property, the parties shall begin preparation of a master plan, cost estimate and phasing recommendations for full development of the Park. The master plan preparation shall be funded by equal financial contribution from the parties.

The Joint Planning and Operations Committee is responsible for supervising preparation of the master plan. The Joint Committee shall conduct public meetings, select a mutually agreeable consultant and report its recommendations to the respective advisory and governing bodies of the parties for final decision.

COUNTY R7A staff will assume administrative responsibility supervising development of the master plan, for which services COUNTY shall not receive reimbursement.

As part of its master plan recommendation, the Joint Committee shall evaluate the cost impacts on each party of maintenance and operations.

c. Phase I Development. All development shall be in accordance with the master plan.

After a final master plan under paragraph 8b is adopted by the parties' governing bodies, the Joint Committee will recommend to the parties for immediate implementation a Phase I development plan, consistent with the debt financing projection described in paragraph 6c. The Phase I development plan shall include at a minimum safety and security improvements, a creekside trail, parking, pathways, a large lawn area and picnic clusters. The parties agree to jointly fund the Phase I Development as soon as possible.

TOWN will assume responsibility as project manager for Phase I development, including preparation of plans, specifications, cost estimates, bidding and contract documents, contract administration, payment of contractors and other administrative functions, for which services TOWN shall not receive reimbursement.

TOWN will submit to COUNTY invoices for Phase I development costs and COUNTY shall promptly process invoices to the PFC trustee for payment in accordance with the trust agreement.

The Joint Committee and COUNTY and TOWN staff members shall review the construction documents when they are 60% complete and 95% complete.

d. Additional Development Phases. Improvements in conformance with the master plan may be funded jointly, by mutual agreement; or individually by one of the parties which agrees to pay additional development costs. Each improvement must first be approved by the Joint Committee.

TOWN will assume responsibility as project manager for additional development phases in the same manner as set forth in section 8c.

9. Maintenance and Operation; Emergencies.

a. Maintenance. TOWN will provide maintenance services for the Magee Park at a level of service equivalent to that provided for other park facilities in the TOWN. It is noted that only a portion of the Magee Park will initially be developed and that the undeveloped areas may not need as much maintenance effort.

TOWN will provide records for all maintenance costs on an annual basis for review by the Joint Committee as a basis for reimbursement by COUNTY. Each party agrees to equally share all costs of maintenance including reasonable administrative overhead.

A maintenance budget will be established as part of the annual budget process which includes a contingency reserve for unanticipated emergencies. Operating funds will be deposited in the Magee Park Account on an equal share basis by each agency upon approval of its final budget for each fiscal year (see section 6b). Unless approved by the parties in writing, the annual maintenance costs to the parties shall not exceed the annual budget approved by the parties' governing bodies.

As operating manager, TOWN shall manage the three buildings presently located on the Property. TOWN shall collect rental payments and undertake necessary repairs. The TOWN may elect to use a professional property manager for this purpose. Receipts from rental payments shall be deposited into the Magee Park Account. It is agreed that the master plan will include a plan for re-use of the existing residential structures.

b. Emergencies.

TOWN, as operating manager for the Park, has the authority to respond to any emergency situation requiring

immediate attention and to incur the costs necessary to alleviate the emergency, up to a maximum of the funds available in the operating budget or contingency reserve. These costs shall be shared equally by each party.

An event shall be considered an emergency if it is unanticipated, threatens imminent damage or injury to people or property and requires immediate attention. Examples of an emergency include stabilization of creek banks due to major slumping or failure, removal of tree limbs due to storm or internal failure, repair of buildings due to storm or internal damage, etc. Emergency repairs shall be the minimum necessary to stabilize the situation to prevent continuing damage or injury.

If the cost of permanent repair to park property damaged by the emergency condition exceeds funds available in the operating budget or contingency reserve, then the Joint Committee shall evaluate the estimated improvement costs and consider recommendation of a supplemental appropriation to be jointly shared to their respective legislative bodies.

10. Rental and Use Policies.

The Joint Planning and Operations Committee will establish policies regarding use of the park facilities and recommend their adoption to the respective governing bodies after adoption of the master plan and before public use of the park. These policies may be reviewed and amended as needed.

The objective of the use policy will be to maximize the use and enjoyment of the Magee parksite by as broad a segment of TOWN and R7A area communities as possible. Facilities will be made available on a "first come, first served" basis in accordance with established user priorities. In order to provide for equitable and beneficial use of the park, user priorities will be established as part of the facility use policy. A sliding fee scale may be assigned according to user priority. Within the user priority just described, Park facilities shall be made available on an equal basis to residents and taxpayers of TOWN and County Service Area R-7A.

Fees may be charged for the use of Park facilities in accordance with paragraph 11.

TOWN is responsible for the assessment, collection and distribution of fees and the scheduling of Park facilities. TOWN will provide records of staff time and overhead expenses associated with providing this service on an annual basis for review by the Joint Committee as a basis for reimbursement by COUNTY for their equal share.

11. Fees.

The parties anticipate charging fees for many of the facilities existing or to be developed in the Park, such as group picnic areas, stables and horse ring, buildings, parking, etc.

These fees will be established and reviewed on an annual basis through the budget process following the Joint Committee's recommendation to the parties' governing bodies. There will be no fee differential between residents of TOWN or R7A County Service Area, although non-resident surcharges may be applied to park users outside these boundaries to the extent lawful.

TOWN will collect fees and deposit them into the Magee Park Account (using the TOWN's standard accounting procedures). TOWN shall invest such revenue at the most beneficial rate of interest possible under the laws governing its operation and according to prudent financial judgment. Interest will be credited to the Magee Park Account. These funds will be allocated on an annual basis through the budget recommendations made to the respective governing bodies by the Joint Committee. These funds may be used for either capital, operating or debt service expenditures.

12. Law Enforcement.

TOWN's Police Department shall have primary responsibility for the law enforcement in the Magee Park but the COUNTY Sheriff's officers shall have concurrent jurisdiction throughout the park in accordance with the following policies:

a. Emergency Response (crimes in progress). The law enforcement agency first receiving notification of a crime in progress will provide emergency response to the best of its ability. The responding agency will request additional assistance from the other agency as necessary to provide more rapid response or backup. When COUNTY provides first response in connection with a crime or occurrence originating in the Park, COUNTY shall initiate appropriate written data as needed. TOWN Police Department shall be responsible for any subsequent follow-up investigation and/or criminal processing. Each agency will provide backup support and assistance to the other as time and resources are available.

b. Non-Emergency Cases. Each law enforcement agency will respond to and be responsible for those non-emergency incidents or crimes occurring in the Park. However, after responding and taking preliminary information, COUNTY will turn over the necessary investigation and follow-up to TOWN.

c. Public Service Calls. Each agency will handle its own non-crime public service calls as time and resources are available. However, each agency may also on its own

initiative provide assistance when it is appropriate to do so.

d. Level of Service. COUNTY and TOWN each agree to provide the same level of public safety services to all portions of the Magee Park that it provides throughout the rest of its jurisdiction, subject to the policies set forth above. Expenses for large planned events or exercises at the Park that require police protection beyond the normal level of service will be shared equally if not covered by user fees.

13. Indemnification and Hold Harmless.

Each party to this Agreement shall defend, indemnify, save and hold harmless the other parties, their boards or councils, officers, agents and employees from any and all claims, demands, suits, costs, expenses and liability for any damages, injury, sickness or death, including liability for inverse condemnation, nuisance or trespass, arising directly or indirectly from, or in any way connected with, the design, construction, installation, inspection, operation, maintenance or repair of the Park or its facilities except as provided in this section. The parties shall share equally the defense costs, expenses and liability for any claims or suits for damages (including liability for inverse condemnation, nuisance or trespass), injury, sickness or death in any way connected with the Park or its development, except for liability arising through the sole active negligence or willful misconduct of one of the parties, its officers or employees, and that party shall make good to and reimburse the other for any expenditures, including reasonable attorneys' fees, the other party may make by reason of such matters.

Nothing in this section is intended to affect the legal liability of any party to third parties by imposing any standard of care different from the standard of care imposed by law.

Nothing in this section is intended to affect the provisions of Government Code §57325, as to territory annexed subsequent to the execution of this Agreement.

14. Insurance.

For the design and construction of improvement projects within the Park, the parties shall cause all contract documents for such work to include provisions requiring the consultant or contractor to:

- (1) name both parties to this Agreement and PFC, their boards or councils, officers, agents and employees as additional insureds under the insurance (listed under 14.(2) (a) and (b)) provided by the consultant or contractor;

(2) provide to both parties to this Agreement a certificate or certificates of insurance evidencing the coverage listed below and providing at least 30 days' written notice of lapse, cancellation or other termination of coverage. A consultant for contractor shall provide:

(a) comprehensive general liability insurance, including broad form comprehensive general liability, with a combined single limit coverage of at least \$500,000;

(b) business automobile liability insurance, for owned and non-owned autos, with a combined single limit coverage of at least \$500,000;

(c) blanket contractual liability and broad form property damage insurance;

(d) workers' compensation insurance as required by state law; and

(e) to the extent reasonably attainable, professional liability insurance with a combined single limit coverage of at least \$500,000 (consultant only); and

(3) promise to defend, indemnify, save and hold harmless both parties to this Agreement and the PFC, their boards or councils, officers, agents and employees from any loss, damage, injury, death, claim or demand connected in any way with the work or services performed by the consultant or contractor and caused by the negligence or willful misconduct of the consultant or contractor, the consultant's or contractor's direction or control, and to defend any such suits at the sole expense of the consultant or contractor.

If more than one consultant or contractor is employed, the term "consultant" or "contractor" shall refer to all consultants and contractors employed by the parties to this Agreement.

Each agency has its own insurance coverage or self-insurance. Settlement of claims will be determined by mutual consent of both agencies after initial investigation.

15. Successors; Assignment; Annexation.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties. Neither party may assign any right or obligation under this Agreement without the written consent of the other.

If TOWN annexes any portion of the territory of County Service Area R-7A existing as of the effective date of this Agreement, and if the annexation results in a decrease of the

property tax revenues available to COUNTY for park and recreation purposes within County Service Area R-7A, TOWN agrees to increase its share, as described in section 6 of this Agreement, by a percentage equal to the percentage that the property tax revenues from the area annexed by TOWN bear to the property tax revenues from the total territory of County Service Area R-7A.

16. Term of Agreement; Amendments.

a. Term. This Agreement shall remain in effect indefinitely unless terminated by mutual written agreement of the parties.

b. Amendments. This Agreement may be amended or terminated by the written consent of the parties. Before termination can occur, the parties must determine by mutual consent the disposition of the Property and any improvements.

17. Signatures.

This Agreement may be signed in counterparts and the signature pages attached to form a complete document.

APPROVED BY:
TOWN OF DANVILLE

By: Doug Offenhartz
Doug Offenhartz, Mayor
(Council Resolution No. 40-87)

Attest: Michael Davis
Town Clerk

Approved as to Form:
Charles J. Williams
Charles J. Williams
Town Attorney

COUNTY OF CONTRA COSTA

By: Sunne Wright McPeak
Sunne Wright McPeak
Chair, Board of Supervisors
(Board Order No. _____)

Attest:
Phil Batchelor,
County Administrator
and Clerk of the Board
of Supervisors
By: C. Nault
Deputy

Approved as to Form:
County Council
Victor J. Westman

By: Leona H. Schmidt
Deputy