



# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

**SDLF Platinum-Level of Governance**



President – Ashley Porter • Vice-President – Michael Callahan • Director – Kevin Graves • Director – Bryon Gutow • Director – Carolyn Graham

**NOTICE OF THE REGULAR MEETING  
OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY  
Wednesday May 17, 2023 7:00 P.M.**

**TO ATTEND IN PERSON:** The meeting will be held at the Community Center located at 1601 Discovery Bay Boulevard.

In addition to physical attendance at the address indicated above, the Town of Discovery Bay Community Services District is offering the following teleconferencing options as an alternative means for the public to participate in this meeting.

**TO ATTEND BY ZOOM WEBINAR:** <https://us06web.zoom.us/j/85454370841>

**TO ATTEND BY PHONE:** +1 (669) 444 9171 or +1 (719) 359 4580 **WEBINAR ID:** 854 5437 0841

Download Agenda Packet and Materials at <http://www.todb.ca.gov/>

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

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

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

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

During Public Comments, the public may address the Board on any issue within the District's jurisdiction which is not on the Agenda. The public may comment on any item on the Agenda at the time the item is before the Board for consideration. Any person wishing to speak will have 3 minutes to make their comment. There will be no dialog between the Board and the commenter as the law strictly limits the ability of Board members to discuss matters not on the agenda. We ask that you refrain from personal attacks during comment, and that you address all comments to the Board only. Any clarifying questions from the Board must go through the President. Comments from the public do not necessarily reflect the viewpoint of the Directors.

**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. Approve Regular Board of Directors DRAFT Meeting minutes from May 3, 2023.
2. Approve Register of District Invoices.
3. Approve Contract with California Special District's Association (CSDA) for Financial Services.

**D. PRESENTATIONS**

1. Veolia Presentation.

**E. DISCUSSION AND POSSIBLE ACTION**

1. Discussion and Possible Action to Approve Architecture Design Services Contract with AETypic (AET) for the New Office Building.
2. Discussion and Possible Action to Award the Construction of the Well 8 Project to the Lowest Responsive Bidder in the Amount of \$555,126.
3. Discussion and Possible Action to Approve Funding to Contract the California Conservation Corps to Expedite the Clipper Drive Revitalization Project and to Assist with Additional Landscaping and Weed Control.
4. LAFCO Special District Member Election. Discussion and possible action to direct and authorize the Town's Delegate to complete and return the Independent Special District Selection Committee Contra Costa LAFCO Official Ballot.

**F. MANAGER'S REPORT**

**G. GENERAL MANAGER'S REPORT**

**L. FUTURE AGENDA ITEMS**

**M. ADJOURNMENT**

1. Adjourn to the next Regular Meeting of the Board of Directors on June 7, 2023 beginning at 7:00 p.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 forty-eight hours prior to the time of the meeting."

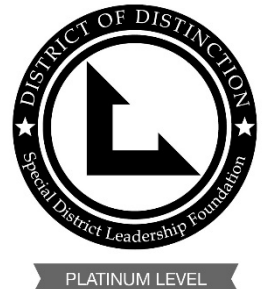
"Materials related to an item on the Agenda submitted to the Town of Discovery Bay after distribution of the agenda packet are available for public inspection in the District Office located at 1800 Willow Lake Road during normal business hours."



# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

## SDLF Platinum-Level of Governance



PLATINUM LEVEL

President – Ashley Porter • Vice-President – Michael Callahan • Director – Kevin Graves • Director – Bryon Gutow • Director – Carolyn Graham

### MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY Wednesday May 3, 2023, 7:00 P.M.

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

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

1. Meeting called to order 7:00 p.m.
2. Director Bryon Gutow let the Pledge of Allegiance.
3. Roll Call was taken, and all members were present.

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

None.

##### 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. Approve Regular Board of Directors DRAFT Meeting minutes from April 19, 2023.
2. Approve Register of District Invoices.
3. Approve Board President to sign a letter of recognition for Pacific Coast Water Rescue.
4. Approve Resolution No. 2023-14 Accepting a Grant Deed for Well 8.

Director Graves made a Motion to Approve the Consent Calendar.

Director Gutow seconded.

Vote: Motion carried – AYES: 5, NOES: 0, ABSTAINED: 0, ABSENT: 0

##### D. AREA AGENCIES AND LIAISON REPORTS / PRESENTATIONS

1. Supervisor Diane Burgis, District III Report.  
None.
2. Assembly Member Lori Wilson's Office Report.  
None.
3. Sheriff's Office Report.

Lt. Charlene Jacquez presented the monthly report.

- 350 calls for service.
- 46 police reports.
- 3 shoplifting calls from Sandy Cove Shopping Center.

4. CHP Report.  
None.
5. ~~Contra Costa Fire Report~~ (Assignment by Con Fire Pending).  
None.
6. Congressman Josh Harder's Office Report.  
None.

**E. MUNICIPAL ADVISORY COUNCIL**

None.

**F. PRESENTATIONS**

None.

**G. UPDATES**

None.

**H. DISCUSSION AND POSSIBLE ACTION**

1. Discussion and Possible Action to Approve Investing Funds in The California CLASS Public Investment Program for Districts.

Presented by General Manager Dina Breitstein.

- At the April 5, 2023 Board of Directors meeting, CSDA Finance and Administration Director Rick Wood presented the California Class public investment program.

Vice President Callahan made a motion to approve staff recommendations to Approve Investing Funds in the California CLASS Public Investment Program for Districts.

Director Graves seconded.

Vote: Motion carried – AYES: 5, NOES: 0, ABSTAINED: 0, ABSENT: 0

2. Discussion and Possible Action to Approve the Purchase and Installation of Fencing / Gating at the Community Center.

Presented by Assistant General Manager Allan Cantando.

- Community Center property had two trespassing incidents.
- The Board chose to vote on fencing and gating as two separate actions.

Director Graves made a Motion to approve the purchase and installation of new fencing on the southwest perimeter exterior fence of the Community Center.

Director Gutow seconded.

Vote: Motion carried – AYES: 5, NOES: 0, ABSTAINED: 0, ABSENT: 0

There was no motion to approve action item number two - Approve the purchase and installation of additional gating securing the tennis courts / pickleball courts inside the Community Center grounds.

3. Discussion and Possible Action to Adopt Resolution 2023-12 Establishing a Code of Conduct Policy for The Town of Discovery Bay Community Services District (CSD).

Presented by Assistant General Manager Allan Cantando.

- The Code of Conduct policy would apply to everyone who uses or enters Town facilities.

Director Graham made a Motion to Adopt Resolution 2023-12 Establishing a Code of Conduct Policy for The Town of Discovery Bay Community Services District (CSD).

Director Graves seconded.

Vote: Motion carried – AYES: 5, NOES: 0, ABSTAINED: 0, ABSENT: 0

4. Discussion and Possible Action to Rescind Resolution 2010-14 and Adopt Resolution 2023-13 Establishing the Revised Website Policy for The Town of Discovery Bay Community Services District (CSD).

Presented by Assistant General Manager Allan Cantando.

- Minor verbiage changes were made to the existing policy.
- Vice President Callahan stated that the policy is standard for other industries as well.

Director Callahan made a Motion to Adopt Resolution 2023-13 Establishing the Revised Website Policy for The Town of Discovery Bay Community Services District (CSD).

Director Graham seconded.

Vote: Motion carried – AYES: 5, NOES: 0, ABSTAINED: 0, ABSENT: 0

**I. MANAGER'S REPORT**

1. Discovery Bay Activities Guide – Summer 2023.

Presented by Recreation Programs Supervisor Monica Gallo.

- Registration opens May 15, 2023.
- Classes begin in June 2023.
- Due to popularity, extra swim classes were added.
- Two Flick N Floats are scheduled.
- Water aerobics started on Monday, May 1, 2023.

2. Crane Truck Update.

- The item was moved to a later meeting.

**J. GENERAL MANAGER'S REPORT**

None.

**K. DIRECTOR REPORTS**

1. Standing Committee Reports.
  - a. Communications Committee Meeting (Committee Members Carolyn Graham and Bryon Gutow) May 3, 2023.

Director Graham reported that the Committee discussed the electronic signboard, social media campaigns, and the new SMS community alert system.

- b. Parks & Recreation Committee Meeting (Committee Members Michael Callahan and Bryon Gutow) May 3, 2023.

Director Gutow reported that the Committee discussed gating and fencing issues and had a Clipper Drive update.

- c. Water & Wastewater Committee Meeting (Committee Members Ashley Porter and Kevin Graves) May 3, 2023.

Director Graves reported that the Committee discussed the pricing increase on chlorine.

**L. DIRECTORS REGIONAL MEETING AND TRAINING REPORTS**

1. LUHSD – April 12, 2023 (Director Kevin Graves).
2. Contra Costa County Code Enforcement – April 27, 2023 (Director Bryon Gutow).
3. President Ashley Porter Training Report - Completion of state mandated "Local Agency Ethics" (AB1234) on April 18, 2023.

**M. CORRESPONDENCE**

1. Lafco – April 17, 2023.

**N. LEGAL REPORT**

None.

**O. FUTURE AGENDA ITEMS**

None.

**P. ADJOURNMENT**

1. Adjourned at 7:34p.m. to the next Regular Meeting of the Board of Directors on May 17, 2023, beginning at 7:00 p.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 forty-eight hours prior to the time of the meeting."

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DRAFT



# Town of Discovery Bay

*"A Community Services District"*

## STAFF REPORT

Meeting Date

May 17, 2023

**Prepared By:** Allan Cantando, Assistant General Manager & Lesley Marable, Accountant  
**Submitted By:** Dina Breitstein, General Manager

### 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** \$ 237,312.80

**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 2022/2023

AGENDA ITEM: C2

**Request for Authorization to Pay Invoices**  
**For The Meeting On May 17, 2023**  
**Town of Discovery Bay CSD**  
**Fiscal Year 7/22 - 6/23**

Old Republic Title Company	\$100,086.12
Croce, Sanguinetti & Vander Veen, Inc.	\$40,225.00
San Joaquin County Office Of Ed	\$19,103.25
Neumiller & Beardslee	\$15,376.50
Aetypic, Inc.	\$8,240.00
Badger Meter	\$8,022.73
BrightView Landscape Services, Inc.	\$7,740.00
Denalect Alarm Company	\$7,215.00
Univar Solutions USA Inc.	\$4,474.20
Mt Diablo Resource Recovery	\$3,361.22
Valencia Janitorial Plus	\$3,090.00
Brentwood Press & Publishing	\$2,049.00
Upper Case Printing, Inc.	\$1,880.40
U.S. Bank	\$1,870.00
Verizon Wireless	\$1,168.12
Brentwood Ace Hardware	\$1,146.91
SDRMA	\$982.85
Lincoln Aquatics	\$961.84
Concentra	\$866.00
Kevin Graves	\$805.00
Bob Harkrader & Sons Trucking, Inc.	\$779.53
ODP Office Solutions, LLC	\$707.96
ULINE	\$624.64
Lucas Electrical Inc.	\$555.00
Watersavers Irrigation Inc.	\$531.91
Karrie Hebert	\$513.00
Streamline	\$480.00
Utility Refund Customer	\$477.12
Bryon Gutow	\$460.00
Michael Callahan	\$460.00
Lucia Peters	\$412.50
Michelle Dominge	\$348.75
Ashley Porter	\$345.00
Carolyn Graham	\$345.00
Dina Breitstein	\$271.34
Community Center Refund Customer	\$250.00
Allan Cantando	\$240.27
Geotab USA, Inc.	\$197.50
Monica Gallo	\$170.13
UniFirst Corporation	\$140.70
William Engelman	\$104.52
Stericycle	\$92.16
Kelly Rajala	\$80.63
County Of Contra Costa, Dept of Info Tec	\$61.00

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**\$237,312.80**





# Town of Discovery Bay

"A Community Services District"

## STAFF REPORT

Meeting Date

May 17, 2023

**Prepared By:** Dina Breitstein, General Manager  
**Submitted By:** Dina Breitstein, General Manager

**Agenda Title:**

Approve Contract with California Special District's Association (CSDA) for Financial Services.

**Recommended Action**

It is recommended that the Board take the following action:

1. Contract with CSDA to conduct accounting and financial service support and authorize the General Manager to execute any and all contracts therein.

**Executive Summary**

In April of 2023, the District's Finance Manager left the organization. To cover the gap while the District prepares to search for a Finance Manager, Staff requests contracting with CSDA to provide accounting and financial services support. Staff intends to cover the cost of the contract by utilizing the budgeted funds allotted for the Finance Manager's salary. The attached accounting and financial services agreement is \$5,000 per month.

**Previous Relevant Board Actions for This Item**

**Attachments**

CSDA Agreement for Accounting and Financial Services

AGENDA ITEM: C3

**AGREEMENT FOR ACCOUNTING & FINANCIAL SERVICES**  
**BETWEEN**  
**CALIFORNIA SPECIAL DISTRICTS ASSOCIATION (CSDA)**  
**And**  
**Town of Discovery Bay Community Services District**

THIS AGREEMENT is made and entered into this 8th day of May, 2023, by and between Town of Discovery Bay Community Services District, a political subdivision of the State of California, hereinafter referred to as “District” and California Special Districts Association, hereinafter referred to as “CSDA.”

**RECITALS**

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

- A. District desires to engage the professional services of CSDA to perform such professional services as are specified in Section 1 and Exhibit A hereof.
- B. CSDA agrees to provide such services to District in accordance with the terms and conditions of this Agreement, and represents and warrants to District that CSDA possesses the necessary, skills, qualifications, and personnel to provide such services, all for the benefit of District.
- C. The performance of such professional services by CSDA has been determined by District to be in the public interest.

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, District and CSDA agree as follows:

1. **Scope of Work.**

District engages the services of CSDA as an independent contractor to perform the work and render the services described in “Scope of Services” which is attached hereto as Exhibit A and incorporated herein by this reference (hereinafter referred to as the “Work”). The Work is not intended to replace services normally provided by licensed professionals, like attorneys or auditors, but rather provide assistance and general guidance to the District.

2. **Payment.**

A. In consideration for the services to be performed by CSDA, District agrees to pay CSDA as specified in Exhibit A. District must maintain CSDA membership in good standing to receive services under this agreement.

CSDA shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in this Agreement unless agreed to and approved in advance by the District in writing.

Payment of compensation shall be paid by District within thirty (30) business days after receipt of a monthly invoice from CSDA for the Work actually performed which shall specifically describe the details of the Work performed for which compensation is requested, and itemize the actual time expended by CSDA in providing such work. The monthly invoice shall describe the tasks and services performed, the time spent performing such services, the hourly rate charged therefor, and the identity of individuals performing such services for the benefit of District. The monthly invoice shall also include a detailed itemization of expenses incurred for which reimbursement is requested.

If the Work is satisfactorily completed and the monthly invoice is accurately computed, then District shall pay the invoice within thirty (30) days of its receipt. There shall be no compensation for extra or additional work or services by CSDA other than those specifically described in Exhibit A hereof, unless approved in advance in writing by the District. If payment of any monthly invoice is not received by CSDA within 30 days of its receipt, CSDA shall not perform any more services on behalf of District specified in Exhibit A until such payment has been received and the District's current on payment of all past due invoices to CSDA.

B. CSDA shall properly advise District as soon as reasonably practicable upon gaining knowledge of a condition, event or series of events that may affect the scope and/or cost of services to be provided pursuant to this Agreement. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the District. In the event the District orders services added, deleted or reduced, the Scope of Services at Exhibit A shall be amended to specify the services added, deleted or reduced, and specify the compensation which shall likewise be added, deleted or reduced by a fair and reasonable amount. Said Amended Scope of Services shall be signed by both the District and CSDA as an Amendment to this Agreement, in order for such amended Scope of Services to be binding on the parties. CSDA shall only be compensated for services actually performed in accordance with a Scope of Services and any agreement regarding modified compensation executed by both parties to this Agreement.

### 3. Term.

A. This Agreement shall take effect on the above date and shall continue in effect until completion of performance of the services specified in Exhibit A, or until terminated as provided below.

B. This Agreement may be terminated without cause for any or all portions of the Work by either party upon 30 days written notice to the other party.

C. In the event of Agreement termination, District shall pay to CSDA as full payment for all services performed and all expenses incurred under this Agreement, those amounts specified in a final invoice prepared by CSDA pursuant to the provisions of Section 2 hereof providing a detailed itemization of time spent performing services and expenses incurred for which reimbursement is requested through the date of notification of termination of this Agreement. O.

**4. Sub-consultants.**

CSDA may employ other consultants necessary in connection with the performance of the Work with the prior written consent of District. The services of such consultants shall be coordinated and paid for by CSDA and District shall reimburse CSDA for the costs incurred in retaining such consultants as part of the monthly invoice from CSDA to District.

**5. Ownership of Documents.**

All documents prepared by CSDA under this Agreement shall be the exclusive property of District. By this Agreement, CSDA transfers all of its right, title and interest in such documents to District. All confidential information that is communicated to CSDA by the District in connection with performing the above mentioned accounting and financial services shall be held by CSDA in full trust and confidence for the District's benefit. CSDA will not communicate or permit anyone else to communicate any of the District's information that is acquired while performing the accounting and financial services during or after the fulfilling of this Accounting and Financial Services Agreement.

**6. Mutual Indemnification**

Each party hereby agrees to defend, indemnify, save and hold harmless the other party, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, attorneys, heirs, successors, and assigns, and each of them, from and against any and all claims, actions, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever, which may arise by reason of: (i) any alleged willful negligent act or omission by the indemnifying party or any of its officers, directors, employees, or agents arising out of the performance of their respective obligations specified in this Agreement; and/or (ii) the indemnifying party's actual or alleged breach of any of the covenants, representations and warranties made in this Agreement. This indemnity shall require the payment of defense and indemnification costs and expenses as they occur. Each party shall promptly notify the other party upon receipt of any claim or legal action referenced in this Section. The provisions of this Section shall survive any termination or expiration of this Agreement.

**7. Independent Contractor.**

Agreement for Accounting & Financial Services  
Between CSDA & District

The parties hereto agree that at all times during the term of this Agreement CSDA, CSDA's employees, sub-consultants and agents hired to perform services pursuant to this Agreement are independent contractors and are not agents or employees of District. CSDA shall have control over the means, methods, techniques, sequences, and procedures for performing and coordinating the Work required by this Agreement. If, in the performance of this Agreement, any third parties are employed or contracted by CSDA, such employees or subcontractors shall be entirely and exclusively under the direction, supervision and control of CSDA. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or contract shall be determined by CSDA, and District shall have no right or authority over such persons or the terms of their employment or contract.

Therefore, neither CSDA or any third persons employed by or contracted by CSDA to perform services pursuant to this Agreement shall be entitled to workers' compensation benefits from District should CSDA or any of its employees, agents or contractors sustain an injury in the course of performing services specified in this Agreement. Furthermore, neither CSDA nor any third persons or contractors employed by CSDA shall be entitled to any other benefits payable to employees of District. CSDA hereby agrees to defend and hold District harmless from any and all claims that may be made against District based on any contention by any third party that an employer/employee relationship exists or that a contractual relationship exists between District and that third party by reason of this Agreement.

**8. Representative of District.**

The District Administrator or General Manager of District, or his or her designated representative, shall represent District in all matters pertaining to the services to be rendered under this Agreement, except where and if approval specifically is required by District's Board of Directors. All requirements pertaining to services to be rendered under this Agreement shall be submitted to the District Administrator or General Manager of the District. CSDA shall consult with the District Administrator or General Manager on all matters relative to this Agreement and District shall cooperate with CSDA in all matters relative to this Agreement in such a manner as will result in the performance of the Work without delay.

**9. Entire Agreement.**

This writing and the documents incorporated herein by reference as Exhibit A represents the sole, entire, exclusive and integrated contract between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. Each party to this Agreement acknowledges that no representations or promises have been made by any party hereto which are not embodied herein, and that no other agreement or promise not contained in this Agreement or in the incorporated documents shall be valid or binding. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.

**10. Successors and Assignment.**

This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, CSDA shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of District.

**11. No Waiver of Rights.**

Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to CSDA shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default. The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of utilizing any remedy provided by law.

**12. Severability.**

If any part of this Agreement is held to be void, invalid or unenforceable, then the remaining parts will nevertheless continue in full force and effect.

**13. Attorney's Fees.**

In the event any arbitration, litigation or other action or proceeding of any nature between District and CSDA becomes necessary to enforce or interpret all or any portion of this Agreement, or in the event of any alleged breach by either party of any of the terms hereof, it is mutually agreed that the prevailing party will be entitled to an award of reasonable attorney's fees, costs and expenses from the other party. The prevailing party will be entitled to an award of attorney's fees in an amount sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.

**14. Governing Law.**

This Agreement will be governed by and construed in accordance with the laws of the State of California.

**15. Notice.**

Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail addressed as follows:

District: Town of Discovery Bay Community Services District  
Attn.: Dina Breitstein  
1800 Willow Lake Road  
Discovery Bay, CA 94505

CSDA: CALIFORNIA SPECIAL DISTRICTS ASSOCIATION  
Attn.: Neil McCormick, CEO  
1112 I Street Ste. 200  
Sacramento, CA 95814

Any party may change its address by notifying the other party of the change in the manner provided above.

By: \_\_\_\_\_

\_\_\_\_\_  
Dina Breitstein  
District General Manager

By: \_\_\_\_\_

Neil McCormick  
Chief Executive Officer

## **EXHIBIT A**

### **Scope of Work, and Payment for Services Rendered**

**SCOPE OF WORK:** Under the terms and conditions stated in the Agreement, CSDA hereby agrees to the following specific accounting and financial services for the District:

- Manage bank accounts, complete reconciliations
- Approve invoices and payments
- Complete monthly close
- Prepare Monthly financial statements
- Attend monthly finance committee meetings as needed
- Present financials
- Respond to questions
- Attend monthly District Board meetings as needed
- Present financials
- Respond to questions
- Prepare for annual audit, assist auditors
- Monitor internal controls
- Monitor and manage investments
- Train, oversee, and respond to accounting staff
- Respond to staff requests
- Manage bond transactions and approve debt service invoices
- Prepare annual Bond reporting to the Public Financing Authority

In addition to the Work, CSDA, using their discretion, may also provide additional accounting and financial services to the District if the District requests such additional services in writing and CSDA agrees with such request in writing. However, if the additional services are not part of the Work such services will be billed separately to the District.

### **PAYMENT FOR SERVICES RENDERED**

For the services to be performed by CSDA, the District hereby agrees to compensate CSDA. Fees for CSDA's services as described in the above paragraph will be charged based on an hourly rate of \$110 per hour and not to exceed \$5,000 per month without prior written approval by District. Any additional services requested beyond the maximum agreed upon amount or that are not listed above, will be discussed with the District in advance of incurring the cost, and if agreed to in writing, will then be charged to the District at an hourly rate of \$110.00. Billing will be tracked in one-quarter (1/4) hour increments.

In addition to the fees specified above, the District will also reimburse CSDA for any incidental costs and expenses CSDA may incur while performing services for the District as stated in this Agreement. Costs and expenses will be agreed to in advance in writing and then billed to the District on a monthly basis and will be due and payable within thirty (30) days of the invoice receipt.



The District hereby represents and warrants that it will be fully compliant with the applicable laws in its use of CSDA's Services. The District also acknowledges that the performance of this Agreement does not conflict with any existing obligations of the District. And this Agreement is a valid obligation of CSDA. The District represents that it is legally authorized to contract with CSDA as a financial consultant to the District.

CSDA hereby represents and warrants that it will be compliant with all applicable laws in performing the above mentioned services. CSDA also acknowledges that the performance of this Agreement does not conflict with any other outstanding obligations of CSDA and that this Agreement is a valid contractual obligation of CSDA enforceable in accordance with its terms. CSDA represents that it possesses all the necessary skills to perform all of the tasks outlined in the Scope of Work.



Water and Waste Water Monthly Report  
Town of Discovery Bay

*Presented May 2023*

## Safety & Training

Safe Work Days: 4,993

### Additional Training:

New Rotors Training

How to Reset Mixers Training

pH Calibration for Sampling

Mixer & Wall Pump Training

### Weekly Safety Topics:

4/5 – Fatality Death by Drowning

4/12 – Fatality Death by 3<sup>rd</sup> Party (Vehicle)

4/19 – Q&A for Staff: Where do you think the next accident will occur?

4/26 – Life Saving Rule/High Risk: Lifting Operations (New Crane Truck)

## Water Well Status

Willow WTP

01

Active

02

Active

06

Active

Newport WTP

04

Active

05

Active  
(Emergency)

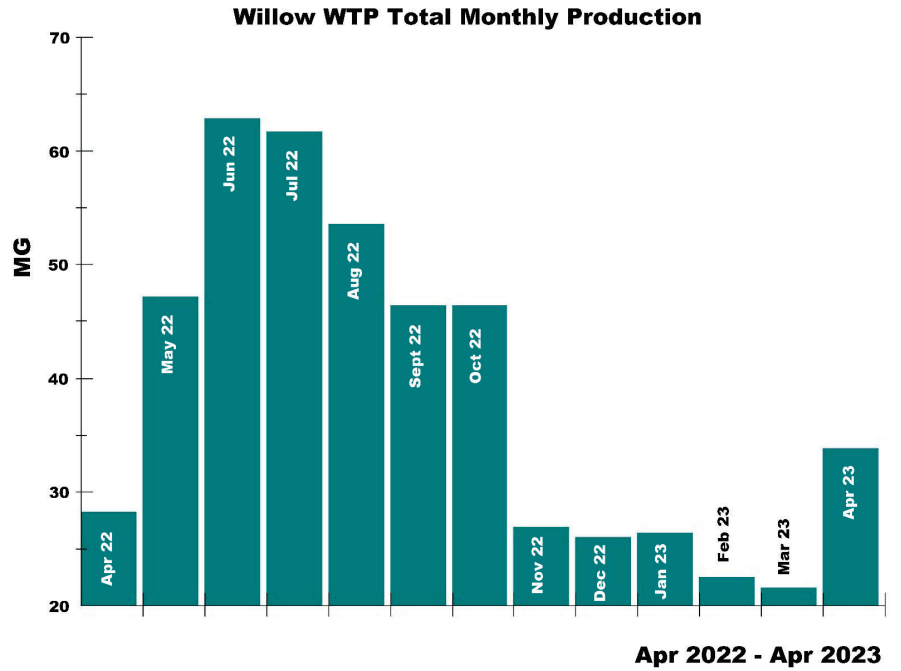
07

Active

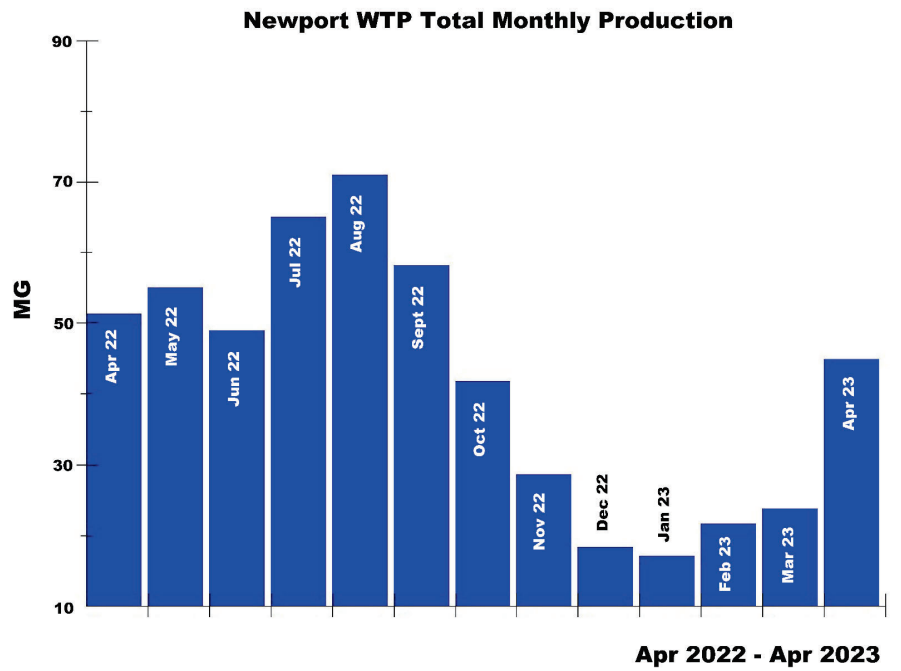
## Water Production & Chemicals

	Production (MG)	Chemicals (gal) (Sodium Hypochlorite)
Willow WTP	33.78	1,194
Newport WTP	44.90	1,998
TOTAL	78.68	3,192

## Water Production - Willow Total Monthly Production



## Water Production - Newport Total Monthly Production



## **Water Compliance**

Coliform Samples Collected: 20

Coliform Positive Results: 0

Water Quality Complaints: 0

Hydrant Flushing: 0

Valve Exercising: 0



## Lift Station Status

**A**

Active

**C**

Active

**D**

Active

**E**

Active

**F**

Active

**G**

Active

**H**

Active

**J**

Active

**R**

Active

**S**

Active

**Newport**

Active

**Lakeshore**

Active

**Lakes**

Active

**Lakes 4**

Active

**Bixler**

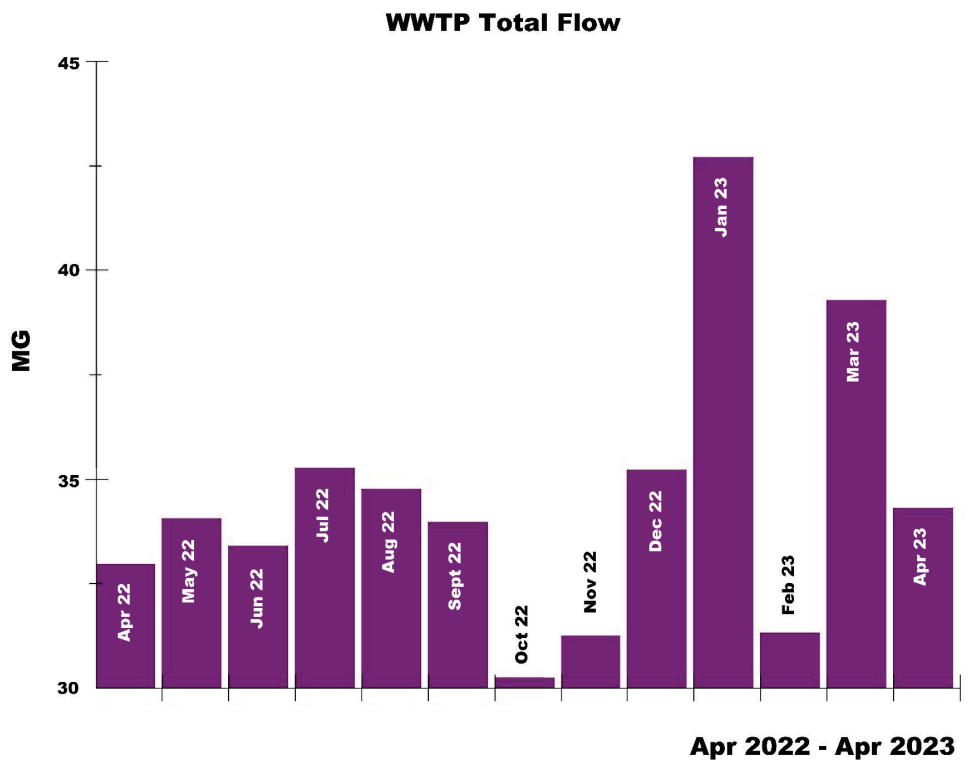
Active

## Wastewater Flow & Chemicals

WW Plant 1	Total Flow (MG)	Influent Flow avg. (MG)	Discharge Flow avg. (MG)
	0	0	0
WW Plant 2	Total Flow (MG)	Influent Flow avg. (MG)	Discharge Flow avg. (MG)
	34.30	1.23	1.14
	Last Year Flow (MG)	Polymer (gal)	Alum (gal)
	32.96	200	0

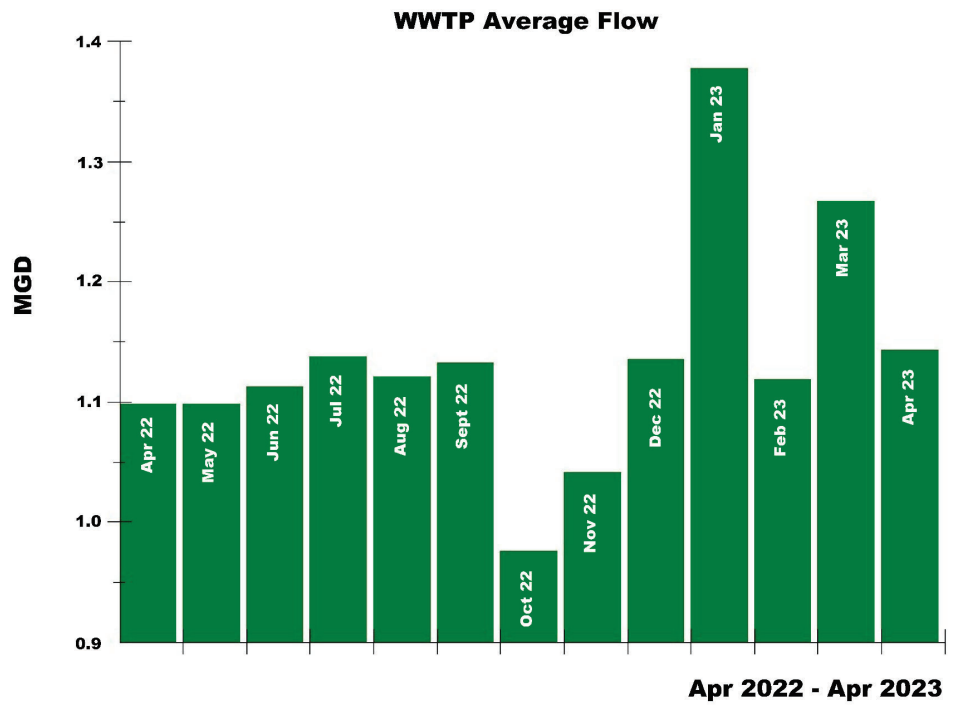
## WWTP 2

### Total Monthly Flow



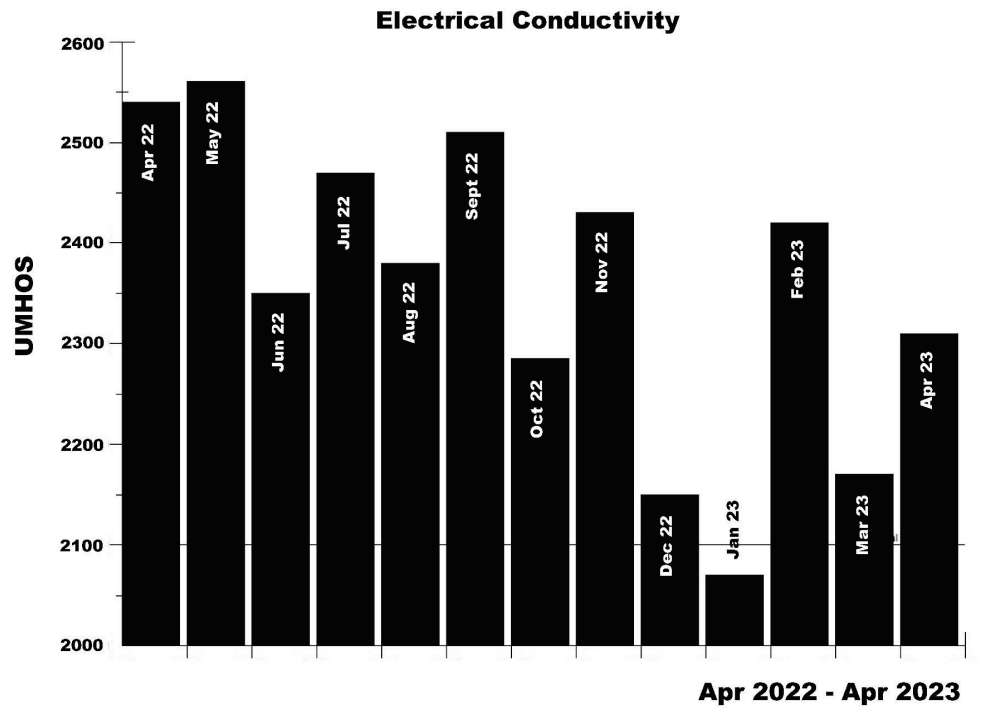
## WWTP 2

### Average Discharge Flow



## WWTP 2

### Monthly Conductivity



## Wastewater Compliance

Effluent BOD<sub>5</sub>, mg/L < 10: 1.4

Effluent TSS, mg/L < 10: 1.6

Total Coliform 7 day median < 23: <2

Total Coliform daily max < 240: <2

Eff NTU daily avg < 2: 0

Eff Ammonia (N), mg/L < 8.4: ND

Removal BOD<sub>5</sub>, monthly > 85%: 99.3%

Removal TSS, monthly > 85%: 98.7%

Conductivity annual avg < 2,400: 2,243

**Maintenance  
& Improvements**

SSOs: 0

Customer Inquires: 0



# Town of Discovery Bay

"A Community Services District"

## STAFF REPORT

Meeting Date

May 17, 2023

**Prepared By:** Dina Breitstein, General Manager  
**Submitted By:** Dina Breitstein, General Manager

### Agenda Title:

Discussion and Possible Action to Approve Architecture Design Services Contract with AETypic (AET) for the New Office Building.

### Recommended Action

It is recommended that the Board take **one** of the following actions:

1. Contract with AETypic to complete architectural and bid document plans for concept Scheme A of the new Office Building and authorize the General Manager to execute any and all contracts therein or;
2. Contract with AETypic to complete one conceptual plan to expand and remodel the Community Center to incorporate the new District office building and authorize the General Manager to execute any and all contracts therein.

### Executive Summary

In June of 2021, Luhdorff & Scalmanini (LSCE), the District's water engineering consultant, completed a Risk and Resilience Assessment Report for the Town of Discovery Bay. The report was requested and submitted to the America Water Works Association (AWWA). The report identified that the District Office shared a site with the Well 6 Water Treatment Facility. It found that allowing public access to the District's process facilities increases the risk of accidental or intentional malevolent acts and poses a relatively high vulnerability to the water system and liability for the District. The general public access to process control facilities daily is irregular, and it is highly recommended that options be reconsidered to move the District Office Operations to a different site. This move would mitigate the possibility of accidental or intentional malevolent acts to the District's water treatment facility. The risk results outlined in the report prompted the Board decision to create an Ad-Hoc Building Committee to explore various options.

The Ad-Hoc Office Building Committee began the task of exploring relocating the District Office administration operations. The tasks accomplished to date are listed below:

1. Identify a new site location.
2. Interview and recommend an architectural firm to develop three design concepts.
3. Advise and review design necessities and features.
4. Bring the recommended concept(s) to the Board of Directors.

AETypic was contracted by the District to provide three New Office Building conceptual schemes. Three schemes were designed and reviewed by the Ad-Hoc Committee, with conceptual Scheme A being the recommended plan to bring forward for Board review. The Ad-Hoc committee met several times to guide and review the three schemes.

In addition to the three concepts, the Ad-Hoc Committee explored remodeling and adding to the Community Center building. AET has provided a quote of additional services if the Board chooses to pursue AET in providing one conceptual design to expand/remodel the Community Center. The quote enclosed in the agenda packet is an additional \$9,574.00 to provide one conceptual scheme.

If the Board chooses to proceed with the recommended design concept Scheme A, the Architectural and Engineering costs per the scope of work total is \$884,000.



It is recommended that the Board take **one** of the following actions:

1. Contract with AETypic to complete architectural and bid document plans for concept Scheme A of the new Office Building and authorize the General Manager to execute any and all contracts therein or;
2. Contract with AETypic to complete one conceptual plan to expand and remodel the Community Center to incorporate the new District office building and authorize the General Manager to execute any and all contracts therein.

If the Board so chooses recommended action number 2, the Ad-Hoc committee will bring back to the Board a recommended conceptual scheme plan for a future Board of Directors meeting.

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**Previous Relevant Board Actions for This Item**

**Attachments**

AET Conceptual Design Presentation - *Additional Materials*  
AET Cost Estimate - *Additional Materials*  
AET Quote for Additional Services

**AGENDA ITEM: E1**



**Proposal for**  
Additional Services for  
Town of Discovery Bay  
Community Service District  
New Town Office Building



**AET.**

[aetypic.com](http://aetypic.com)

7 Freelon Street  
San Francisco, CA 94107  
415.762.8388

## PROPOSED SCOPE OF WORK - ADDITIONAL SERVICES (04/18/2023)

### I. Needs Assessment

#### A. Existing Conditions

- As-built verification of existing Community Center.

#### B. Programming / Space Planning

- Review / Consult with District staff the programming and space requirements for the renovation of the existing Community Center.

### II. Conceptual Design

#### C. Conceptual Design Options (3)

- Prepare a maximum of two (2) Preliminary Design Sketches for the renovation of the existing Community Center.
- Develop one (1) Conceptual Design Option including Building Floor Plan, Site Development Plan, Primary Building Elevation, and breakdown of relevant Building Data for the renovation of the existing Community Center.

#### D. Statements of Probable Cost (SOPC)

- Prepare a Statement of Probable Cost for the one (1) Conceptual Design Option for the renovation of the existing Community Center.

### III. Final Documents

#### E. Needs Assessment and Conceptual Design Report

- Integrate the additional design option for the renovation of the existing Community Center into the Conceptual Design Report.

## PROPOSED SCOPE OF WORK - ADDITIONAL SERVICES (04/18/2023)

### I. Submittals (2)

#### 1. Preliminary Design Sketches (2)

- Intended for review and approval by District leadership prior to development of Conceptual Design Options.

#### 2. Conceptual Design Option (1)

- Intended for review and approval by District leadership prior to start of Final Documents.

### II. In-Person Meetings / Site Walks (1)

#### 1. As-Built Verification

- Performed at the start of (A) Existing Conditions.

## PROPOSED SCOPE OF WORK - ADDITIONAL SERVICES (04/18/2023)

We propose to provide the Architectural Services noted herein on a time and materials basis in accordance with the 2023 Aetypic Fee Schedule, see attached.

We propose a not-to-exceed of **\$9,574**

Task	Scope of Services	HOURS				LABOR				ODCs	SUB MARKUP	TOTAL
		AET.				AETYPIC	CUMMING - Cost Estimation	Subtotal Subs	Total Labor			
		Project Manager	Project A/E	Job Captain	CAD Specialist / Designer							
Hourly Billing Rate		\$225.00	\$175.00	\$155.00	\$145.00						10%	
<b>Part I - Existing Conditions / Programming</b>												
<b>A Existing Conditions</b>												
A.1	As-Built Verification	0	4	4	0	\$ 1,320	\$ -	\$ -	\$ 1,320	\$ 100	\$ -	\$ 1,420
Subtotal (Task A)		0	4	4	0	\$ 1,320	\$ -	\$ -	\$ 1,320	\$ 100	\$ -	\$ 1,420
<b>B Programming / Space Planning</b>												
B.1	Programming Review / Consultation	1	2	2	0	\$ 885	\$ -	\$ -	\$ 885	\$ -	\$ -	\$ 885
Subtotal (Task B)		1	2	2	0	\$ 885	\$ -	\$ -	\$ 885	\$ -	\$ -	\$ 885
Subtotal Part I - Needs Assessment		1	6	6	0	\$ 2,205	\$ -	\$ -	\$ 2,205	\$ 100	\$ -	\$ 2,305
<b>Part II - Conceptual Design</b>												
<b>C Conceptual Design Options (1)</b>												
C.1	Preliminary Design Sketches (2 Sketches)	1	4	4	6	\$ 2,415	\$ -	\$ -	\$ 2,415	\$ -	\$ -	\$ 2,415
C.2	Conceptual Design Option (1 Option)	1	4	4	4	\$ 2,125	\$ -	\$ -	\$ 2,125	\$ -	\$ -	\$ 2,125
Subtotal (Task C)		2	8	8	10	\$ 4,540	\$ -	\$ -	\$ 4,540	\$ -	\$ -	\$ 4,540
<b>D Statement of Probable Cost (SOPC)</b>												
D.1	Statements of Probable Cost (1)	0	0	1	0	\$ 155	\$ 2,340	\$ 2,340	\$ 2,495	\$ -	\$ 234	\$ 2,729
Subtotal (Task D)		0	0	1	0	\$ 155	\$ 2,340	\$ 2,340	\$ 2,495	\$ -	\$ 234	\$ 2,729
Subtotal Part II - Conceptual Design		2	8	9	10	\$ 4,695	\$ 2,340	\$ 2,340	\$ 7,035	\$ -	\$ 234	\$ 7,269
Grand Total Parts I-II		3	14	15	10	\$ 6,900	\$ 2,340	\$ 2,340	\$ 9,240	\$ 100	\$ 234	\$ 9,574

Any additional Reimbursable Expenses not noted above are not included in the proposed fee and shall be according to the 2023 Aetypic Fee Schedule.

Additional services beyond those described above, performed with your prior approval, will be billed on a time and materials basis in accordance with the 2023 Aetypic Fee Schedule.

## FEE SCHEDULE

### PROFESSIONAL AND SUPPORT SERVICES

### HOURLY RATE

Senior Principal A/E <sup>1</sup>	\$265
Principal A/E	\$245
Project Manager/Senior Eng/Arch III	\$225
Associate A/E	\$205
Project Eng/Arch II	\$175
Senior Staff Eng/Job Captain	\$155
Staff Eng/Arch I	\$145
CAD Specialist/Designer <sup>3</sup>	\$145
Creative Services/ Graphic Designer <sup>3</sup>	\$140
Senior Field Technician <sup>2,3</sup>	\$150
Field Technician <sup>2,3</sup>	\$140
Project Administrator <sup>3</sup>	\$125
Clerical Administrator <sup>3</sup>	\$100

<sup>1</sup> Architects, Engineers, Scientists, Geologists

<sup>2</sup> Field technician services require a minimum of 4 consecutive hours per day followed by 2-hour increments. We require 24 hours advance notice for scheduling. Two hours will be charged for any cancellation within 24 hours.

<sup>3</sup> Overtime rates for work in excess of 8 hours per day or 40 hours per week are 1.5 times the regular hourly rates for weekdays and Saturday and 2.0 times the regular hourly rates for Sunday and holidays. Overtime for professional services is billed at the regular hourly rate.

### OTHER DIRECT COSTS [ODC]

Reimbursable for other direct costs are billed at cost plus 10 percent. These reimbursable costs include, but are not limited to:

1. Consultant and Subcontracted Services
2. Travel: Airfare, Auto Rental, Parking, Toll
3. Subsistence: Lodging, Meals and Incidentals
4. Auto Mileage: \$0.655 per mile
5. Field Vehicles: \$90 per day
6. Other Direct Expenses: Field Expenses, Equipment Rental, Special Fees, Permits, Printing, Reproduction, Express Mail, Delivery, etc.
7. In-house Reimbursable Expenses are as follows:
  - a. B/W copy (8 1/2X11): \$0.50 /sheet; B/W copy (11X17): \$1.00/sheet
  - b. Color copy (8 1/2X11): \$1.25 /sheet; Color copy (11X17): \$1.50/sheet
  - c. Drawing Copy (14X20): \$8.00/sheet; Drawing Copy (28X40): \$16.00/sheet
  - d. Plotting: \$20.00 /sheet; Mylar (28X40): \$32/sheet; Digital Media: \$15.00 /disc
  - e. 1/2" Binder: \$3.00; 1" Binder: \$4.00; 2" Binder: \$6.00; 3" Binder: \$8.00

The Fee Schedule is subject to revision periodically or at the end of each year. New rates will be used for all Fee Schedule contracts after each revision is made.



# Town of Discovery Bay

*"A Community Services District"*

## STAFF REPORT

Meeting Date

May 17, 2023

**Prepared By:** Mike Yeraka, Projects Manager  
**Submitted By:** Dina Breitstein, General Manager

### Agenda Title

Discussion and Possible Action to Award the Construction of the Well 8 Project to the Lowest Responsive Bidder in the Amount of \$555,126.

### Recommended Action

It is recommended that the Board take the following Action:

- a. Award the Construction of the Well 8 Project to Well Industries, Inc. DBA North State Drilling to Perform the Necessary Construction Services per the project bidding documents and the issued addendum.
- b. Authorize the General Manager to Execute the Town's Construction Contract Agreement with Well Industries, Inc. DBA North State Drilling to perform the Work contained in the Bidding Documents and any Addendum in the amount Not to Exceed \$555,126.
- c. Authorize the General Manager to execute change orders to the construction contract for up to 10% of the contract value.

### Executive Summary

The Town recently went out to bid for construction of Well 8 and received eight (8) bids ranging from \$555,126 to \$896,823 as indicated on the attached. The engineer's estimate for the project was \$619,400.

This project scope includes construction of an 18" diameter 365-ft deep well. The remaining facilities for installation of the well pump and treatment facilities will be constructed under a separate contract that the Town will go out to bid for later this year.

The lowest responsive bid came from Well Industries, Inc. DBA North State Drilling in the amount of \$555,126.

### Specific Board Action:

It is recommended that the Board take the following Action:

- a. Award the Construction of the Well 8 Project to Well Industries, Inc. DBA North State Drilling to Perform the Necessary Construction Services per the project bidding documents and the issued addendum.
- b. Authorize the General Manager to Execute the Town's Construction Contract Agreement with Well Industries, Inc. DBA North State Drilling to perform the Work contained in the Bidding Documents and any Addendum in the amount Not to Exceed \$555,126.
- c. Authorize the General Manager to execute change orders to the construction contract for up to 10% of the contract value.

### Previous Relevant Board Actions for This Item

The Board authorized construction of a test well for the project at the May 6, 2020, Board Meeting.

The Board authorized Harris & Associates to prepare the CEQA environmental review for the project at the November 17, 2021, Board Meeting.

The Board approved the CEQA document for the project at the February 15, 2023, Board Meeting.

**Fiscal Impact:**

**Amount Requested:** \$555,126 plus \$55,512 as 10% contingency.

**Sufficient Budgeted Funds Available?** Yes

**Prog/Fund # Category:** TBD

**Attachment**

1. Bid Results

AGENDA ITEM: E2



Town of Discovery Bay

Well 8

April 27, 2023, 11:00 AM Bid Results

Bidder	Amount
Well Industries, Inc DBA North State Drilling	\$555,126.00
Stonehouse Drilling	\$582,475.00
NorCal Pump & Well	\$616,022.00
Road Runner Drilling	\$696,645.00
Maggiora Brothers	\$744,739.00
Wildheron Drilling	\$767,207.00
Pacific Coast Well Drilling	\$772,325.00
Zim Industries	\$896,823.00



# Town of Discovery Bay

*"A Community Services District"*

## STAFF REPORT

**Meeting Date**

May 17, 2023

**Prepared By:** Bill Engelman, Parks and Landscape Manager  
**Submitted By:** Dina Breitstein, General Manager

### Agenda Title

Discussion and Possible Action to Approve Funding to Contract the California Conservation Corps to Expedite the Clipper Drive Revitalization Project and to Assist with Additional Landscaping and Weed Control.

### Recommended Action

**It is recommended that board take the following actions:**

1. Approve funds not to exceed the amount of \$100,000, to contract with the Conservation Corps to expedite the Clipper Drive Revitalization Project and authorize the General Manager to execute any, and all contracts therein.
2. Approve funds not to exceed the amount of \$60,000 to contract with the Conservation Corps to expedite the weed mitigation and authorize the General Manager to execute any and all contracts therein.

### Executive Summary:

#### Clipper Drive Revitalization Project

The Clipper Drive Revitalization Project started in November of 2022 and was scheduled to be completed in phases with a timeline of one year to complete. Due to the unprecedented weather that Discovery Bay has experienced this winter/spring the projects have suffered delays. Not only did the wet winter/spring cause delays in constructing the project, staff has needed to defer labor hours to weed control and park lawn maintenance.

In the interest of expediency, contracting the Conservation Corps for 20 weeks would shorten the project completion time to late fall. Staff is requesting \$100,000 from the Hoffman funds to expedite this project and complete the tasks outlined below.

The project status is as follows:

- Vegetation Removal – Completed
- Wall Art – Completed
- General Dry Scape and Drip Irrigation – In Progress
- Boulder Seating – In Progress
- New Dog Waste and Trash Receptacles – Outstanding
- Solar Bollard Lighting – Outstanding

The approved project budget is \$470,000. Adding an additional \$100,000 will bring the project budget to \$570,000.

Staff recommends contracting with the Conservation Corps to expedite the Clipper Drive Revitalization Project.

**Weed Mitigation & Landscape Services**

For fiscal year 2022-23 the Town of Discovery Bay contracted with the Conservation Corps to assist in streetscape maintenance. The funds for the additional landscape services are offset by a vacant landscaper II position. As of May 15, 2023, an additional landscape position is vacant. Staff would like to utilize the salary of the additional vacancy to offset the Conservation Corp. landscape assistance focusing on weed control along the streetscapes and in the parks of Discovery Bay.

Staff recommends contracting with the Conservation Corps to assist in landscape maintenance and weed control.

**Previous Relevant Board Actions for This Item**

**Attachments**

**AGENDA ITEM: E3**