



# 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 December 6, 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. SPECIAL APPRECIATION PRESENTATION**

1. JW Backhoe Certificate of Appreciation.

##### **C. 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.

##### **D. 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 November 15, 2023.
2. Approve Board and Management Attendance at the 2024 Annual Discovery Bay Chamber of Commerce State of the Town Event.
3. Approve the Storage Space Lease Agreement between the Town of Discovery Bay and the Discovery Bay Lions Club and a Storage Space Lease Agreement with the Discovery Bay Community Foundation.
4. Approve the Capacity and Connection Accounting Report for Fiscal Year 2022-2023.

**E. AREA AGENCIES AND LIAISON REPORTS / PRESENTATIONS**

1. Supervisor Diane Burgis, District III Report.
2. Sheriff's Office Report.
3. CHP Report.
4. Contra Costa Fire Report.

**F. MUNICIPAL ADVISORY COUNCIL**

1. Board Discussion Regarding Soundwalls and /Fencing in and Around Discovery Bay.
2. Comment Letter Regarding Contra Costa County Envision 2045 General Plan.

**G. PRESENTATIONS**

1. Kosmont Real Estate Services dba Kosmont Realty.

**H. DISCUSSION AND POSSIBLE ACTION**

1. Discussion and Possible Action Regarding Amendment of Professional Services Agreement with Luhdorff & Scalmanini for the Sand Point Trenchless Design Evaluation.
2. Discussion and Possible Action Regarding Adoption of Resolution 2023-22 Declaring Certain Property as Exempt Surplus Land and Authorizing its Sale.
3. Discussion and Possible Action Authorizing the General Manager to Enter into a Purchase Contract with Loprest for an 1,800 GPM Filter Vessel for the Well #8 Project.

**I. MANAGER'S REPORT**

1. Parks and Recreation Update.

**J. GENERAL MANAGER'S REPORT**

**K. DIRECTOR REPORTS**

1. Standing Committee Reports.
  - a. Internal Operations Committee Meeting (Committee Members Michael Callahan and Kevin Graves) December 6, 2023.
  - b. Finance Committee Meeting (Committee Members Ashley Porter and Carolyn Graham) December 6, 2023.
  - c. Water and Wastewater Committee Meeting (Committee Members Ashley Porter and Kevin Graves) December 6, 2023.

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

1. Contra Costa County Aviation Advisory Committee – November 9, 2023 (Director Kevin Graves).
2. Byron Union School District – November 16, 2023 (Director Kevin Graves).

**M. FUTURE AGENDA ITEMS**

**N. ADJOURNMENT**

1. Adjourn to the next Regular Meeting of the Board of Directors on December 20, 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."

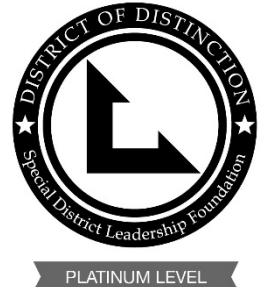
"Materials related to an item on the Agenda submitted to the Town of Discovery Bay after distribution of the agenda packet are available for public inspection in the District Office located at 1800 Willow Lake Road during normal business hours."



# TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

## SDLF Platinum-Level of Governance



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 November 15, 2023 7:00 P.M.**

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

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

1. Called business meeting to order 7:00 p.m.
2. Director Gutow led 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)**

No Public Comment.

**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 November 1, 2023.
2. Approve Register of District Invoices.
3. Approve the Cancellation of the January 3, 2024, Regular Board of Directors Meeting.

Vice President Callahan made a Motion to Approve the Consent Calendar.  
Director Graham seconded.  
Vote: Motion carried – AYES: 5, NOES: 0, ABSTAINED: 0, ABSENT: 0

**D. PRESENTATIONS**

1. Envision Contra Costa 2040 Public Review Draft General Plan and Climate Action Plan. Contra Costa County Dept. of Conservation & Development.

Presented by Emily Groth, Planner with the Contra Costa County Department of Conservation and Development and Will Nelson, Principal Planner with Contra Costa County.

- Plan development began in 2018.
- Draft General Plan has been released for public comment. Comments are accepted through January 31, 2024.
- Four themes are present throughout the General Plan: Sustainability, Economic Development, Environmental Justice and Community Health.
- Estimated adoption date of August 2024.

2. Veolia Presentation.

Presented by Anthony Harper, Project Manager for Veolia.

- Well 7 is still down. Repairs are set to be done in the first week of December.
- Well 5 is in standby status.

- There were zero water quality complaints.
- No hydrant flushing in October 2023.
- Lift station Y is now online.
- Conductivity is below the annual allowable average.
- There were no violations noted on the State of California Wastewater Inspection that took place earlier in the week.

**E. DISCUSSION AND POSSIBLE ACTION**

1. Discussion and Possible Action to Approve the Purchase and Installation of New Audio-Video Equipment for the Town of Discovery Bay Board Room.

Presented by Assistant General Manager Allan Cantando.

- Staff received three quotes for a new audio video system.
- Lowest bid was from AV Structural at \$31,250.54.

Director Graves made a motion to accept staff recommendation to approve the purchase and installation of the new audio-video (“AV”) equipment from AV Structural for the Town of Discovery Bay board room. Director Graham seconded.

Vote: Motion carried – AYES: 3 – Graves, Gutow, Graham , NOES: 2 – Porter, Callahan, ABSTAINED: 0, ABSENT: 0

2. Discussion and Possible Action to Approve the Purchase and Installation of Security Fencing at the Two Cornell Park Bathrooms.

Presented by Assistant General Manager Allan Cantando.

- The bathrooms at Cornell Park have been vandalized multiple times.
- Staff is proposing adding a fence to deter individuals from accessing the bathrooms.
- The Board stressed the need for bathrooms to be locked after hours.

Public comment:

- The speaker suggested looking into self-locking doors with timers for the facility.

Vice President Callahan made a motion to accept staff recommendation to approve the purchase of security fencing at the two Cornell Park bathrooms along with posted notice of locking of the building after hours of operation.

Director Gutow seconded.

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

3. Public Hearing. Discussion and Possible Action to Waive Second Reading and Adopt Ordinance No. 26 Amending Parking Restrictions at Cornell and Ravenswood Parks and the Discovery Bay Community Center.

Presented by Assistant General Manager Allan Cantando.

Allan Cantando opened the Public Hearing. Staff recommends waiving the second reading and adopting Ordinance No. 26 amending parking restrictions at Cornell and Ravenswood Parks and the Discovery Bay Community Center.

Vice President Callahan made a motion to accept staff recommendation to waive second reading and adopt Ordinance No. 26 amending parking restrictions at Cornell and Ravenswood Parks and the Discovery Bay Community Center.

Director Graham seconded.

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

**F. MANAGER'S REPORT**

1. Diffuser Update.

Presented by Anthony Harper, Project Manager with Veolia.

- In the last one to two years, the Town has been faced with a clogged, broken outfall.
- Last year the Town researched ways to remedy the situation.
- Last week, after multiple attempts, they were able to break through the blockage which was due to muscle shells.
- Veolia will continue to clean out the pipe on a more regular basis in the future.

**G. GENERAL MANAGER'S REPORT**

None.

**H. LEGAL REPORT**

None.

**I. FUTURE AGENDA ITEMS**

- Director Graham would like to add an item in the future addressing the soundwalls and fencing around Discovery Bay.

**J. ADJOURNMENT**

1. Adjourned at 8:18p.m. to the next Regular Meeting of the Board of Directors on December 6, 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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# Town of Discovery Bay

*"A Community Services District"*

## STAFF REPORT

Meeting Date

December 6, 2023

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

### Agenda Title

Approve Board and Management Attendance at the 2024 Annual Discovery Bay Chamber of Commerce State of the Town Event.

### Recommended Action

Authorize attendance and payment for the Board of Directors and Town management to attend the annual "State of the Town Gala" event on Saturday, January 27, 2024.

### Executive Summary

Each year, the Discovery Bay Chamber of Commerce hosts its annual "State of the Town Gala" Banquet. This year's event will take place at the Discovery Bay Country Club on January 27, 2024 at 6:00p.m.

As in past years, it is customary and appropriate for the Board of Directors and Management staff to attend these types of community/public events. Participation in this event provides a venue for delivering a State of the Town Address, demonstrates community involvement and outreach, allows opportunities for gaining direct feedback, puts faces to names, and gives honor to the Business, Citizen and Teacher of the Year.

The cost to attend is \$125.00 per person and the cost for a table of eight is \$975. If approved, the District would reserve tables at a cost of \$975 each. The cost would depend upon Town attendance.

Staff recommends authorizing attendance and payment for the Board of Directors and Town management to attend the annual "State of the Town Gala" event on Saturday, January 27, 2024.

### Previous Relevant Board Actions for This Item

**Fiscal Impact:**  
**Amount Requested:**  
**Sufficient Budgeted Funds Available?**  
**Prog/Fund # Category:**

### Attachments

1. Discovery Bay Chamber of Commerce Town Gala Invitation.

AGENDA ITEM: D2



*Save the Date!*



Presents:

**STATE OF THE TOWN GALA**  
**THE GREATEST PARTY OF THE YEAR**



*Masquerade*

DISCOVERY BAY COUNTRY CLUB  
SATURDAY, JANUARY 27, 2024

TICKETS AVAILABLE • [DiscoveryBayChamber.org](http://DiscoveryBayChamber.org) • 925.351.4444





# Town of Discovery Bay

*"A Community Services District"*

## STAFF REPORT

**Meeting Date**

December 6, 2023

**Prepared By:** Allan Cantando, Assistant General Manager

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

### Agenda Title

Approve the Storage Space Lease Agreement between the Town of Discovery Bay and the Discovery Bay Lions Club and a Storage Space Lease Agreement with the Discovery Bay Community Foundation.

### Recommended Action

Approve 1) Storage Lease Agreement between the Town of Discovery Bay and the Discovery Bay Lions Club for use of Town of Discovery Bay property located on Firwood Drive at the gate on Discovery Bay Blvd (AKA Well Site 4); and 2) Storage Lease Agreement between the Town of Discovery Bay and the Discovery Bay Community Foundation for use of Town of Discovery Bay property located on Edgeview Drive at the gate on Discovery Bay Blvd (AKA Well Site 3).

### Executive Summary

Since 2015 the Town has entered into an annual agreement with Discovery Bay Lions Club to lease former Well Site #4 (Discovery Bay Blvd @ Firwood Drive gate) and an annual agreement with the Discovery Bay Community Foundation to lease former Well Site #3 (Discovery Bay Blvd @ Edgeview Drive gate). Both organizations are local non-profits that support local schools, charitable and civic organizations as well as community events and recreation programs.

The last extensions of the Agreements were approved on December 21, 2022 and are set to expire on December 31, 2023. The attached lease agreements extend the same terms as last year, except for a rent increase this year of 4% (CPI). This raises the annual lease amount from \$1650 to \$1716. The lease terms will be for an additional 12 months commencing on January 1, 2024 and terminating on December 31, 2024.

### Previous Relevant Board Actions for This Item

Approval of Annual Lease Agreements Since 2015.

### Attachments

1. Discovery Bay Warehouse Storage Space Lease - Well No. 3 Discovery Bay Community Foundation 12/6/23.
2. Discovery Bay Warehouse Storage Space Lease - Well No. 4 Lions Club 12/6/23.

**AGENDA ITEM: D3**



# 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

December 06, 2023

## RE: Town of Discovery Bay Storage Space Agreement 2024 Lease Extension

The following Extension of Lease Agreement is made by and between the Town of Discovery Bay Community Services District (“Lessor”) and the Discovery Bay Community Foundation (“Lessee”), collectively referred herein as the “Parties.”

The Parties agree to mutually extend and amend the lease agreement executed by them on April 1, 2016 and related to the premises including the building located on Edgeview Drive at the gate on Discovery Bay Boulevard, Discovery Bay, California APN 008-220-018-9, more commonly referred to as Well Site 3 as follows:

- The term of said lease is extended for a period of 12 months commencing on January 1, 2024 and terminating on December 31, 2024.
- During the extended term, the monthly rent agreed upon in said lease is increased by about 4% and therefore Tenant shall pay Landlord a monthly rent of \$143.00 paid as an annual lump sum of \$1716.00.

The Parties further acknowledge that all other terms of the lease shall continue during this extended term as if set forth herein, and that this agreement shall be binding upon the Parties’ successors, assignees and representatives.

LESSOR:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dina Breitstein, General Manager  
Town of Discovery Bay Community Services District

LESSEE:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sign Name  
Discovery Bay Community Foundation



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PLATINUM LEVEL

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December 6, 2023

## RE: Town of Discovery Bay Storage Space Agreement 2024 Lease Extension

The following Extension of Lease Agreement is made by and between the Town of Discovery Bay Community Services District (“Lessor”) and the Discovery Bay Lions Club (“Lessee”), collectively referred herein as the “Parties.”

The Parties agree to mutually extend and amend the lease agreement executed by them on April 1, 2016 and related to the premises including the building located at Firwood Drive at the gate on Discovery Bay Boulevard, Discovery Bay, California APN 008-230-037-7, more commonly referred to as Well Site 4 as follows:

- The term of said lease is extended for a period of 12 months commencing on January 1, 2024 and terminating on December 31, 2024.
- During the extended term, the monthly rent agreed upon in said lease is increased by about 4% and therefore Tenant shall pay Landlord a monthly rent of \$143.00 paid as an annual lump sum of \$1716.00.

The Parties further acknowledge that all other terms of the lease shall continue during this extended term as if set forth herein, and that this agreement shall be binding upon the Parties’ successors, assignees and representatives.

LESSOR:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dina Breitstein, General Manager  
Town of Discovery Bay Community Services District

LESSEE:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sign Name  
Discovery Bay Lions Club



# Town of Discovery Bay

*“A Community Services District”*

## STAFF REPORT

**Meeting Date**  
December 6, 2023

**Prepared By:** Margaret Moggia, Finance Manager  
**Submitted By:** Dina Breitstein, General Manager

**Agenda Title**

Approve the Capacity and Connection Accounting Report for Fiscal Year 2022-2023.

**Recommended Action**

Approve the Capacity and Connection Accounting Report for Fiscal Year 2022-2023.

**Executive Summary**

Each year, the District is required to prepare a Capacity and Connection Accounting Report that shows fees collected during the fiscal year. The report is due within 180 days of the end of the fiscal year. The report identifies those charges deposited into the District’s Capacity and Connection Account, the total balance in the Account, how and when the charges were expended, and a description of all improvements completed or to be completed with the Capacity and Connection Account funds. As of June 30, 2023, the balance of the Capacity and Connection Account is \$ 2,054,453.07.

Water & Wastewater Account Balance June 30, 2021:	\$1,855,881.07
Water & Wastewater Capacity & Connection Fees Collected FY 21/22:	<u>\$ 198,572.00</u>
Water & Wastewater Account Balance June 30, 2022:	<u>\$2,054,453.07</u>

For FY 2022-2023, water capacity and connection fees in the amount of \$57,028.00 and wastewater capacity and connection fees in the amount of \$141,544.00 were collected. In addition, the District received \$4,620.00 in Administration and Inspection Fees.

**Capacity and Connection Fees Received FY 2022-23**

Customer	Admin/Inspection Fees	Water		Wastewater	
		Connection Fee - Water (20-31-6030)	Capacity Fee - Water (20-31-6045)	Connection Fee - Wastewater (21-31-6030)	Capacity Fee - Wastewater (21-31-6045)
N. Kokologiannakis	420	100	5,048	100	12,804
Pulte Home Company	1,680	800	20,192		51,216
Pulte Home Company	2,520	600	30,288	600	76,824
<b>Total</b>	<b>\$ 4,620</b>	<b>\$ 1,500</b>	<b>\$ 55,528</b>	<b>\$ 700</b>	<b>\$ 140,844</b>
<b>Subtotal by Fund Connection &amp; Capacity Fees</b>			<b>\$ 57,028</b>		<b>\$ 141,544</b>
<b>Grandtotal Connection &amp; Capacity Fees</b>					<b>\$ 198,572</b>

During FY 2022-2023, no funds were spent on capital expenditures. There are projects that will be moving forward in the future, which will require the expenditure of funds. The projects are included in the Town’s Five-Year Capital Improvement Program.

**Fiscal Impact:**

**Amount Requested - None**

**Sufficient Budgeted Funds Available?: N/A**

**Previous Relevant Board Actions for This Item**

This is an annual action of the Board.

**Attachments**

None.

**AGENDA ITEM: D4**



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November 27, 2023

Will Nelson  
Principal Planner  
Contra Costa County  
Department of Conservation and Development  
30 Muir Rd  
Martinez, CA 94553

**RE: Envision Contra Costa 2045 Draft General Plan – Town of Discovery Bay Comments.**

Dear Mr. Nelson:

This letter is in response to the Department of Conservation and Development Contra Costa County 2045 General Plan presentation at the Board of Director's meeting held on November 15, 2023. At that board meeting, you invited The Town of Discovery Bay (the District) to provide feedback regarding the Contra Costa County 2045 Draft General Plan.

The District requests that the Contra Costa County Department of Conservation and Development consider the following changes regarding the District's description in the General Plan.

Discovery Bay Context- 1 pg. 112

Paragraph 1 – “Today, Discovery Bay has grown into a full-service town with a community services district that coordinates water, sewer, and recreation services.” Please include the District's Municipal Advisory Council responsibility.

Discovery Bay Context – 2 pg. 113

Section Major Vulnerabilities – Remove the reference to the Discovery Bay Fire Station. The East Contra Costa Fire Protection District sold the building, and a private company now owns it. “The Discovery Bay Fire Station and East Contra Costa Fire Protection District buildings are vulnerable to coastal flooding.”

The Board of Directors appreciates the opportunity to respond to Envision Contra Costa 2045 Draft General Plan.

Sincerely,

Ashley Porter, President  
Town of Discovery Bay Board of Directors

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**1800 Willow Lake Road • Discovery Bay • CA • 94505-9376**

Telephone • 925.634.1131 • Fax • 925.513.2705

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

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October 30, 2023

Dina Breitstein  
General Manager  
Town of Discovery Bay CSD  
1800 Willow Lake Road  
Discovery Bay, CA 94505

**Re: Proposal for Services for Real Estate Advisory Services – Replacement Town Hall**

Dear Ms. Breitstein:

Kosmont Real Estate Services (“KRES”) dba Kosmont Realty (“KR” or “Consultant”), a licensed California brokerage firm (Department of Real Estate License #02058445), is pleased to present this proposal for real estate consulting services to Town of Discovery Bay Community Services District (“Client”) in connection with the potential acquisition of a relocation site / building for Client’s headquarters (“Town Hall”).

This proposal serves as an agreement (“Agreement”) when executed and returned by Client to KR.

## **I. BACKGROUND AND OBJECTIVE**

Client has identified a need for a replacement Town Hall. Client has evaluated a variety of options and currently concludes that it is in Clients best interest to seek to purchase and repurpose an existing building. Client desires Consultants assistance in identifying, evaluating, and potentially acquiring a replacement Town Hall.

KR proposes the following Scope of Services accordingly.

## **II. SCOPE OF SERVICES**

Approach to Scope of Services: The prospective assignment and consulting services that KR will provide will be of a relatively limited scope and duration, and advisory in nature. KR will be making recommendations only, which advise the Client, including its elected officials, appointed officials and staff, which they can accept or reject. None of Kosmont’s staff will act in a capacity as an elected official, nor appointed official, nor as staff, nor as serving in a "designated" position.

The major tasks to be performed by KR that will comprise this assignment are described as follows:



### **Task 1: Identification of Desired Replacement Town Hall Program / Profile**

KR will work with Client to identify the desired replacement Town Hall program / profile for potential acquisition. As part of this task, KR will review replacement options evaluated by Client, its current facility program, and discuss with Client potential future changes in need.

### **Task 2: Identification of Desired Town Hall Location**

KR will work with Client to identify the desired geographic boundary for a potential replacement Town Hall.

### **Task 3: Review of Listed Properties**

KR will regularly review listings for properties marketed for sale via commercial brokerage services such as CoStar, Loopnet, and Crexi, as well as direct marketing solicitations from area brokers and provide Client information on properties that may be suitable for Client.

### **Task 4: Review of Unlisted Properties**

Should Client desire, KR is available to survey the local market to identify potential properties that may serve as a replacement Town Hall though are not actively listed for sale.

### **Task 5: Evaluation of Potential Properties for Acquisition**

KR will assist Client in the evaluation of potential properties that may serve as replacement a Town Hall. Considerations evaluated and services provided may include a review of the building profile (land area, square footage, etc.), rent roll, and area sales comparables. As part of this task, KR is also available to develop and provide potential negotiation and acquisition strategies, terms, conditions, and structures for Clients use in acquiring a property to serve as the replacement Town Hall.

KR will also consider potential regulatory requirements in conjunction with the Client's legal counsel in connection with the acquisition of potential properties to satisfy compliance with the Surplus Land Act and/or other legislative requirements as may be appropriate / required.

### **Task 6: As Needed Services**

KR is available to provide follow-on, as-needed services as requested by Client and mutually agreed upon by Consultant so long as sufficient budget remains.

### **Optional: Real Estate Brokerage Services**

KRES is a duly licensed brokerage services firm by the California Department of Real Estate and its insurance coverage is premised on compliance with State licensing regulations. Further, in compliance with the statutory and procedural disposition requirements of the California Surplus Land Act and pursuant to Department of Real Estate (DRE) licensing requirements, KR is available to serve as Client's broker and assist with the structuring and negotiation of purchase agreement documentation



(e.g. price and terms); coordination with selected title and escrow company related to activities for the potential transactions to effectuate the purchases(s); coordination with appraiser (as may be required); and/or other transaction based activities as may be required to close the transaction(s) (as mutually agreed upon between KR and Client). Such services would be provided under a separate transaction and commission based agreement.

### III. SCHEDULE AND REQUIRED DATA

Consultant is prepared to commence work upon receipt of executed Agreement.

### IV. COMPENSATION

Compensation for Tasks 1 through 5 is estimated at \$20,000 for professional services (hourly) fees at KR's billing rates as shown on Attachment A. Future increases in budget will require approval by Client in advance. Budget may be increased by Client at any time.

KR anticipates a single consolidated round of Client comments and revisions on draft work product before Kosmont provides a final version of work product. If necessary, additional rounds of comments and revisions can be accommodated on an hourly basis.

KR's attendance or participation at any **publicly noticed** meeting, whether such participation is in person, digital, video and/or telephonic (e.g., *City Council, Planning Commission, Public Agency Board, other*), as requested by Client is in addition to compensation for Tasks 1 through 5 and will be billed at the professional services (hourly) fees as shown on Attachment A.

Services will be invoiced monthly at KR's standard billing rates, as shown on Attachment A. In addition to professional services (hourly) fees, invoices will include reimbursement for out-of-pocket expenses such as travel and mileage (provided that there shall be no overnight travel without the Client's prior approval and that mileage shall be reimbursed at the current IRS mileage reimbursement rate), professional printing, conference calls, and delivery charges for messenger and overnight packages at actual cost. Unless otherwise agreed to in advance, out-of-area travel, if any, requires advance funding of flights and hotel accommodations.

KR will also include in each invoice an administrative services fee to cover in-house copy, fax, telephone and postage costs equal to four percent (4.0%) of KR's monthly professional service fees incurred. Any unpaid invoices after 30 days shall accrue interest at the rate of 10% per annum.

For the convenience of Kosmont's clients, we offer a secure credit card payment service. The credit card payment link is and there are two ways to make a secure credit card payment:

1. Fill in the "**Make a Payment**" form when you go to the link (<https://kosmont.paidyet.com>), or
2. Call Kosmont Companies' accounting desk (Ms. Reny Sultan; (424) 297-1072) to make a credit card payment

***KR is prepared to commence work upon receipt of executed Agreement.***



**DISCLOSURE: Compensation for possible future transaction-based services or consulting services.**

The following is being provided solely as an advance disclosure of possible real estate consulting and finance services and potential compensation for such services. This disclosure is not intended to commit the Client.

When assignments involve real estate/property brokerage services, such transaction-based services are typically provided by Kosmont Real Estate Services, Inc. dba Kosmont Realty (“KR”) is licensed by the State of California Department of Real Estate (License# 02058445). Compensation to KR is typically paid through commissions for property sale transactions, lease transactions and success/broker fees. To the extent Client subsequently retains KR to provide brokerage services under a separate transaction / commission based agreement, KR will provide a 25% reduction in its commission schedule in recognition that some services performed under this Agreement could potentially have been provided under such transaction based services agreement.

When assignments involve public finance services on behalf of a public agency, such municipal advisory services are provided by Kosmont Financial Services (KFS). KFS is an independent Registered Municipal Advisor with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

SEC registration does not constitute an endorsement of the firm by the Commission or state securities regulators.

When assignments involve advisory services provided by Kosmont & Associates, Inc., dba Kosmont Companies (“KC”), a separate proposal and hourly rate sheet will be provided.

**V. OTHER PROVISIONS**

**A. Termination.** Client or Consultant shall have the right to terminate this Agreement at any time upon written notification to the other party. Payment for fees accrued through the date of termination shall be remitted in full.

**B. Arbitration.** Any controversy or claim arising out of or in relation to this Agreement, or the making, performance, interpretation or breach thereof, shall be settled by arbitration at JAMS in Los Angeles, California. Each of the parties to such arbitration proceeding shall be entitled to take up to five depositions with document requests. The provisions of Section 1283.05 (except subdivision (e) thereof) of the California Code of Civil Procedure are incorporated by reference herein, except to the extent they conflict with this Agreement, in which case this Agreement is controlling. If the matter is heard by only one arbitrator, such arbitrator shall be a member of the State Bar of California or a retired judge. If the matter is heard by an arbitration panel, at least one member of such panel shall be a member of the State Bar of California or a retired judge. The arbitrator or arbitrators shall decide all questions of law, and all mixed questions of law and fact, in accordance with the substantive law of the State of California to the end that all rights and defenses which either party may have asserted in a court of competent jurisdiction shall be fully available to such party in the arbitration proceeding contemplated hereby. The arbitrator and arbitrators shall set forth and deliver their findings of fact and



conclusions of law with the delivery of the arbitration award. Judgment upon the award rendered shall be final and non-appealable and may be entered in any court having jurisdiction.

**C. Attorneys' Fees.** In the event of any legal action, arbitration, or proceeding arising out of an alleged breach of this Agreement, the party prevailing in such legal action, arbitration, or proceeding shall be entitled to recover reasonable attorneys' fees, expenses and costs, as well as all actual attorneys' fees, expenses and cost incurred in enforcing any judgment entered.

**D. Authority.** Each of the parties executing this Agreement warrants that persons duly authorized to bind each such party to its terms execute this Agreement.

**E. Further Actions.** The parties agree to execute such additional documents and take such further actions as may be necessary to carry out the provisions and intent of this Agreement.

**F. Assignment.** Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party without the prior written consent of the other party.

**G. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**H. Entire Agreement; Amendments and Waivers.** This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and any and all prior discussions, negotiations, commitments and understanding, whether written or oral, related hereto are superseded hereby. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing signed by both parties. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver of such provisions unless otherwise expressly provided. Each party to this Agreement has participated in its drafting and, therefore, ambiguities in this Agreement will not be construed against any party to this Agreement.

**I. Severability.** If any term or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and in force to the fullest extent permitted by law.

**J. Notices.** All notices, requests, demands and other communications which may be required under this Agreement shall be in writing and shall be deemed to have been received when transmitted; if personally delivered, if transmitted by telecopier, electronic or digital transmission method, upon transmission; if sent by next day delivery to a domestic address by a recognized overnight delivery service (e.g., Federal Express), the day after it is sent; and if sent by certified or registered mail, return receipt requested, upon receipt. In each case, notice shall be sent to the principal place of business of the respective party. Either party may change its address by giving written notice thereof to the other in accordance with the provisions of this paragraph.

**K. Titles and Captions.** Titles and captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision herein.



**L. Governing Law.** The statutory, administrative and judicial law of the State of California (without reference to choice of law provisions of California law) shall govern the execution and performance of this Agreement.

**M. Confidentiality.** Each of the parties agrees not to disclose this Agreement or any information concerning this Agreement to any persons or entities, other than to their attorneys and accountants, or as otherwise may be required by law.

**N. Counterparts.** This Agreement may be executed in one or more counterparts, each of which constitutes an original, and all of which together constitute one and the same instrument. The signature of any person on a telecopy of this Agreement, or any notice, action or consent taken pursuant to this Agreement shall have the same full force and effect as such person's original signature.

**O. Disclaimer.** Consultant's financial analysis activities and work product, which may include but is not limited to pro forma analysis and tax projections, are projections only. Actual results may differ materially from those expressed in the analysis performed by Consultant due to the integrity of data received, market conditions, economic events and conditions, and a variety of factors that could materially affect the data and conclusions. Client's reliance on Consultant's analysis must consider the foregoing.

Consultant services outlined and described herein are advisory services only. Any decisions or actions taken or not taken by Client and affiliates, are deemed to be based on Client's understanding and by execution of this Agreement, acknowledgement that Consultant's services are advisory only and as such, cannot be relied on as to the results, performance and conclusions of any investment or project that Client may or may not undertake as related to the services provided including any verbal or written communications by and between the Client and Consultant.

Client acknowledges that Consultant's use of work product is limited to the purposes contemplated within this Agreement. Consultant makes no representation of the work product's application to, or suitability for use in, circumstances not contemplated by the scope of work under this Agreement.

**P. Limitation of Damages.** In the event Consultant is found liable for any violation of duty, whether in tort or in contract, damages shall be limited to the amount Consultant has received from Client.

**Q. Force Majeure.** Consultant shall not be liable for failure or delay in performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by significant circumstances beyond its reasonable control, including, without limitation: epidemic; acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; riots; wide-spread power failures and wide-spread internet failure. Contractual performance and deadline(s) shall be extended for a period equal to the time lost by reason of the delay.

**R. Expiration of Proposal for Services.** If this Agreement is not fully executed by the parties within thirty (30) days from the date of this letter, this proposal shall expire.





**S. Not an agreement for Legal Services or Legal Advice.** This Agreement does not constitute an agreement for the performance of legal services or the provision of legal advice, or legal opinion. Client should seek independent legal counsel on matters for which Client is seeking legal advice.

[ signature page follows ]



**VI. ACCEPTANCE AND AUTHORIZATION**

If this Agreement is acceptable to Client, please execute two copies of the Agreement and return both originals to Kosmont Realty. Upon receipt of both signed contracts, we will return one fully executed original for your files. Kosmont will commence work upon receipt of executed Agreement.

Read, understood, and agreed to this

\_\_\_\_ Day of \_\_\_\_\_ 2023

**Town of Discovery Bay CSD**

**Kosmont Real Estate Services**  
doing business as "Kosmont Realty"

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print Name)

Name: Larry J. Kosmont, CRE®

Its: \_\_\_\_\_  
(Title)

Its: President



**ATTACHMENT A**

**Kosmont Realty  
2023-24 Fee Schedule**

**Professional Services**

Chairman & CEO / President	\$475.00/hour
Senior Managing Director/Senior Advisor	\$370.00/hour
Managing Director	\$250.00/hour
Senior Director / Senior Project Analyst	\$195.00/hour
Director / Project Analyst / Project Manager	\$175.00/hour
Project Promotion/Graphics/GIS Mapping Services/Research	\$ 95.00/hour
Clerical Support	\$ 80.00/hour

• **Additional Expenses**

In addition to professional services (labor) fees:

- 1) An administrative fee for in-house copy, fax, phone, postage costs, digital/technological support and related administrative expenses will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Realty’s professional service fees incurred; plus
- 2) Out-of-pocket expenditures, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 3) Project/Market data sources for support of evaluation and analysis e.g., ESRI, Placer.ai, CoStar/STR, IMPLAN, ParcelQuest and other based on quoted project cost.
- 4) For Third Party Vendor(s) retained on behalf of Client (with Client’s advance approval), fees and costs will be billed to Client at 1.1X (times) fees and costs.
- 5) Consultant’s attendance or participation at any public meeting, whether such participation is in person, digital, video and/or telephonic (e.g., *City Council, Planning Commission, Public Agency Board, other*) requested by Client and are beyond those specifically identified in the Scope of Work will be billed at the professional services (hourly) fees as shown on this Attachment A.

• **Charges for Court/Deposition/Expert Witness-Related Appearances**

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

*Rates shall remain in effect until December 31, 2024.*



# Town of Discovery Bay

*"A Community Services District"*

## STAFF REPORT

Meeting Date

December 6, 2023

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

### Agenda Title

Discussion and Possible Action Regarding Amendment of Professional Services Agreement with Luhdorff & Scalmanini for the Sand Point Trenchless Design Evaluation.

### Recommended Action

Authorize the General Manager to issue a change order for the current LSCE Fiscal Year 2023 – 2024 Engineering Services Agreement in the amount of \$26,626.

### Executive Summary

The Sand Point waterline crosses under Newport Bay between Sand Point Court and Newport Lane within a 10-foot-wide easement. The scope of the Sand Point waterline replacement project includes replacing the 8" waterline under Newport Bay with a 12" pipeline using horizontal directional drilling as shown on the attached. In order to determine if we can stay within our current 10-foot-wide easement, we will need to have LSCE prepare a design evaluation and preliminary drawings at a cost of \$26,626. It is proposed to have the attached scope of work and dollar amount added to the existing Fiscal Year 2023-2024 \$158,513 Engineering Services Agreement via change order as allowed under the terms of the existing agreement.

### Specific Board Action:

Authorize the General Manager to issue a change order for the current LSCE Fiscal Year 2023 – 2024 Engineering Services Agreement in the amount of \$26,626.

### Previous Relevant Board Actions for This Item

The Board has previously approved the project in the current fiscal year budget.

**Fiscal Impact:** Funds are available from the Water Reserve account.

**Amount Requested:** \$26,626.

**Sufficient Budgeted Funds Available?** Yes

**Prog/Fund # Category:** TBD

### Attachments

1. LSCE October 30, 2023, Scope Amendment #1 Proposal.

AGENDA ITEM: H1



October 30, 2023

File No. 23-5-069

Mike Yeraka, PE  
Projects Manager  
Town of Discovery Bay  
Community Services District  
1800 Willow Lake Road  
Discovery Bay, CA 94514

**SUBJECT:      Scope Amendment #1  
                    General Engineering Services – Fiscal Year 2023/2024**

Dear Mr. Yeraka:

Per your request, this letter outlines a scope amendment (scope and budget) for Luhdorff and Scalmanini Consulting Engineers (LSCE) to provide engineering services for the Town of Discovery Bay Community Services District (District) under the existing General Engineering Services FY23/F24 contract.

### ***Task 6 - Sand Point Trenchless Design Evaluation (New)***

The District is interested in replacing approximately 5,000 lineal feet of water main along Sand Point Road and Newport Lane due to the age, material, and inadequate size of the existing piping. The project scope includes replacing an existing 8" AC underwater pipeline under Newport Bay between Sand Point Court and Newport Lane with a new 12" pipeline (see enclosed figure). The District has tasked LSCE to develop a preliminary trenchless design evaluation to replace the existing underwater crossing. The study will explore the feasibility of replacing the underwater crossing within the boundaries of an existing 10-foot easement.

LSCE will coordinate with our subconsultant (Conzor) to develop the trenchless design evaluation technical memorandum (TM). The TM will summarize the trenchless evaluation, horizontal and vertical alignment geometry and provide a recommendation for final design. The TM will include an engineer's cost estimate. A further detailed description of the proposed scope of work and assumptions provided by Consor can be found in Exhibit A (enclosed).

#### **Deliverables:**

- Draft Trenchless Design Evaluation TM

#### **Meetings:**

Two (2) project meetings (pre and post TM).

## Scope Amendment #1 Budget Estimate

LSCE proposes an increase to the existing General Engineering Services total contract budget increase of **\$26,626**. The costs are estimated in accordance with LSCE's understanding of the scope of work and LSCE's Schedule of Fees (enclosed).

Task Description	LSCE	HDD Sub (Conсор)*	Total
Task 6 - Sand Point Trenchless Design Evaluation	\$4,452	\$22,174	\$26,626
<b>Total</b>	<b>\$4,452</b>	<b>\$22,174</b>	<b>\$26,626</b>

*\*Includes LSCE's standard 15% markup fee for subconsultant services*

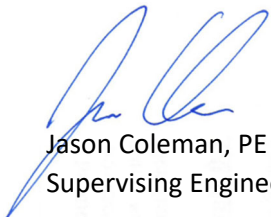
A summary of the scope amendments to-date is provided below, with a revised contract amount with Scope Amendment #1.

Original Contract (General Engineering Services – Fiscal Year 2023/2024)	\$158,513
Scope Amendment #1 (Sand Point Trenchless Design Evaluation)	\$26,626
<b>Revised Contract</b>	<b>\$185,139</b>


Please let us know if you have any questions or comments on the proposed scope amendment.

Sincerely,

LUHDORFF & SCALMANINI  
CONSULTING ENGINEERS



Jason Coleman, PE  
Supervising Engineer



Oscar Serrano, PE  
Senior Engineer

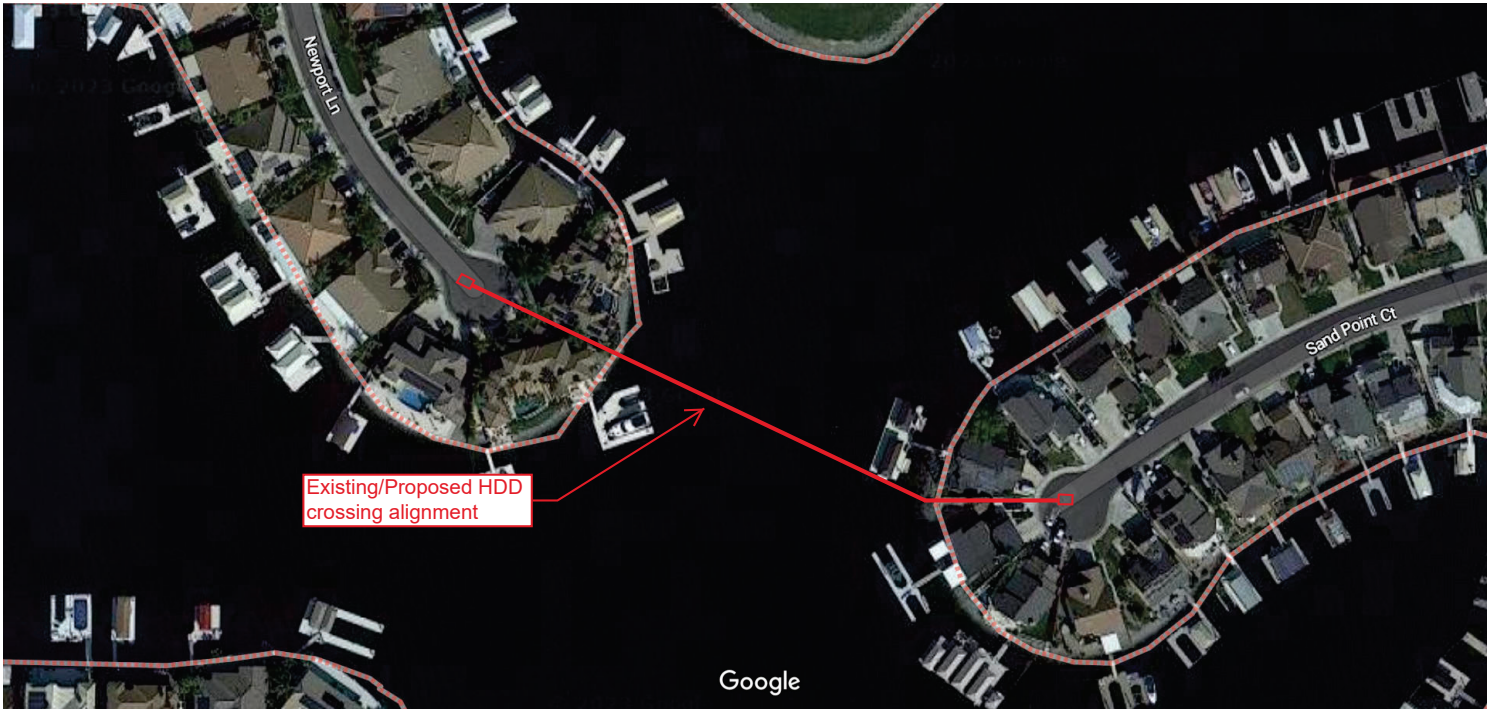
Enclosures:

- Sand Point to Newport Lane Pipeline Crossing Figure
- Conсор Exhibit A Detailed Scope of Work
- LSCE Fee Schedule



## Sand Point to Newport Lane Pipeline Crossing

Discovery Bay



Imagery ©2023 Maxar Technologies, U.S. Geological Survey, USDA/FPAC/GEO, Map data ©2023 100 ft

# EXHIBIT A

## SCOPE OF WORK SAND POINT ROAD PIPELINE REPLACEMENT PREDESIGN EVALUATION LUHDORFF & SCALMANINI

### Introduction/General/Background

Luhdorff & Scalmanini Consulting Engineers (LSCE) has asked Consor North America, Inc. (Consor, Consultant) to provide a scope of work and fee schedule for the proposed waterline replacement project at the Town of Discovery Bay, California (Town). An original Scope of Services was prepared which outlined distinct tasks to deliver the project from conceptual design through to construction. The Town requested a predesign evaluation of the project (included as Task 2 of the original Scope of Services) to address concerns of a potential Horizontal Directional Drilling (HDD) installation of the new pipeline alignment staying within the existing easement.

### Project Understanding and Assumptions

The Sand Point Road Pipeline Replacement consists of replacing a section of waterline from Sand Point Road/Sand Point Court to Newport Drive. The pipeline is conceptually planned to replace an existing asbestos cement pipe with a new 12-inch, or 16-inch diameter pipe and the underwater crossing installed by HDD. Project design work includes developing plans and specifications for the underwater HDD crossing.

### Project Assumptions

LSCE will be responsible for the following items:

- Subsurface information (i.e., Geotechnical Investigation Report)
- Topographic and bathymetric survey data
- Development of project drawings and incorporation of Consor provided markups to predesign documents

Consor will be responsible for the following items:

- Performing HDD feasibility and alternative analysis for an HDD crossing.
- Provide drawing reviews and markups specific to the HDD crossing and pipe connections.

### Scope of Services

Consultant will perform the following services.

## Task 1 - Project Management

### *Objective*

Provide overall leadership and team strategic guidance aligned with LSCE staff objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

### *Activities*

#### *1.1 Invoices/Status Reports*

Conсор will prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly status reports will accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by Task, including cost-to-complete, earned value, cash flow, and certified firm participation.

#### *1.2 Project Coordination*

Conсор will maintain communication with the Luhdorff & Scalmanini through meetings via voice, email, and fax communication.

#### *1.3 Management and Coordination of Staff*

Conсор will manage and coordinate the technical and scope issues of the overall project. Progress meetings will be conducted as appropriate.

### *Task Deliverables*

- Consultant shall deliver to Luhdorff & Scalmanini a monthly invoice and status report covering:
  - Work on the project performed during the previous month.
  - Meetings attended.
  - Problems encountered and actions taken for their resolution.
  - Potential impacts to submittal dates, budget shortfalls or optional services.
  - Issues requiring project team action.

### *Assumptions*

- Consultant assumes a Notice to Proceed date by January 2, 2024.
- Project duration will be no more than 3 months.
- Consultant assumes up to (2) one-hour meetings with the Luhdorff & Scalmanini Principal-in-Charge or Project Manager.

## Task 2 - Predesign Evaluation

### *Objective*

Evaluate the existing subsurface conditions and surface constraints to develop a trenchless design solution for the Sand Point Pipeline Replacement undercrossing.

## LSCE Involvement

Provide preliminary project plan and profile showing topographic, franchise and municipal utilities, easements, and rights-of-way data, geotechnical data, and other information relevant to preliminarily evaluate the undercrossing.

## Activities

### 2.1 Review of Existing Project Data

Gather and evaluate project constraints, subsurface conditions, and pipeline alignment.

### 2.2 Develop Preliminary Trenchless Alignments

Calculate horizontal and vertical alignment geometry of trenchless undercrossing concepts. Illustrate concepts on project plan and profile drawings.

### 2.3 Prepare Draft Trenchless Design Memorandum

Prepare discussion summarizing trenchless evaluation and present conceptual alignment options for the trenchless undercrossing. Develop opinion of probably construction costs. Provide recommendation of a trenchless option for final design of the trenchless undercrossing.

### 2.4 Pre-Design Coordination

Lead discussion with project team members and geotechnical subconsultant to review trenchless evaluation and develop the next steps for the design process and delivery of the project contract documents.

## Task Deliverables

- Draft trenchless design memorandum in pdf format.

## Assumptions

- Conceptual design for the crossing is to install a 16-inch diameter pipeline by HDD method and as stated above in the Project Understanding and Assumptions.

## Budget

Payment will be made at the Billing rates for personnel working directly on the project, which will be made at the Consultant's Hourly Rates, plus Direct Expenses incurred. Billing rates are as shown in the table below. Direct expenses will be paid at the rates shown listed below.

Labor Classification	Direct Rate
Principal Engineer III	\$285
Project Engineer V	\$204
CAD Technician IV	\$185
Administrative III	\$128

## Direct Expenses

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following.

Computer Aided Design and Drafting	\$18.00/hour
GIS and Hydraulic Modeling	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging and Subsistence	At Cost

## Fee Estimate

Consultant proposes to complete this work as detailed above on a time and expenses basis as summarized below. Agreed “not-to-exceed” amounts are based on the scope of work incorporated herein and will not be exceeded without approval and written authorization by the Luhdorff & Scalmanini. See Exhibit B for the proposed Fee Estimate for this work.

**EXHIBIT B**

**SAND POINT ROAD PIPELINE REPLACEMENT - PREDESIGN EVALUATION  
LUHDORFF & SCALMANINI  
PROPOSED FEE ESTIMATE**

Staff Name	LABOR CLASSIFICATION (HOURS)					Hours	Labor	Expenses	CADD Units \$18/hr	GIS Units \$10/hr	Total
	Principal Engineer III	Professional Engineer V	Administrative III	Technician IV							
	\$271	\$194	\$122	\$176							
	\$285	\$204	\$128	\$185							
	O'Sullivan	Reeves	HayesA	Harjala							
<b>Task 1 - Project Management</b>											
<b>Task 1.1 - Invoices/Status Report</b>	3		3		6	\$ 1,238	\$ -	\$ -	\$ -	\$ -	\$ 1,238
<b>Task 1.2 - Project Coordination</b>	3	2			5	\$ 1,261	\$ -	\$ -	\$ -	\$ -	\$ 1,261
<b>Task 1.3 - Management and Coordination of Staff</b>	3	1			4	\$ 1,057	\$ -	\$ -	\$ -	\$ -	\$ 1,057
<b>Task 1 Subtotal</b>	<b>9</b>	<b>3</b>	<b>3</b>	<b>0</b>	<b>15</b>	<b>\$ 3,556</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,556</b>
<b>Task 2 - Pre-Design Evaluation</b>											
<b>Task 2.1 - Review of Existing Project Data</b>	2	6			8	\$ 1,791	\$ -	\$ -	\$ -	\$ -	\$ 1,791
<b>Task 2.2 - Develop Preliminary Trenchless Alignments</b>	4	12		8	24	\$ 5,061	\$ -	\$ 36	\$ -	\$ -	\$ 5,097
<b>Task 2.3 - Prepare Draft Trenchless Design Memorandum</b>	8	18		6	32	\$ 7,052	\$ -	\$ 36	\$ -	\$ -	\$ 7,088
<b>Task 2.4 - Pre-Design Coordination</b>	4	3			7	\$ 1,749	\$ -	\$ -	\$ -	\$ -	\$ 1,749
<b>Task 2 Subtotal</b>	<b>18</b>	<b>39</b>	<b>0</b>	<b>14</b>	<b>71</b>	<b>\$ 15,653</b>	<b>\$ -</b>	<b>\$ 72</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,725</b>
<b>TOTAL - ALL TASKS</b>	<b>27</b>	<b>42</b>	<b>3</b>	<b>14</b>	<b>86</b>	<b>\$ 19,210</b>	<b>\$ -</b>	<b>\$ 72</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 19,282</b>



## 2023 SCHEDULE OF FEES ENGINEERING AND RELATED FIELD SERVICES

### Professional\*

Senior Principal .....	\$247/hr.
Principal Professional.....	\$236/hr.
Supervising Professional .....	\$228/hr.
Senior Professional .....	\$190 to 210/hr.
Project Professional .....	\$165 to 175/hr.
Staff Professional .....	\$145 to 160/hr.

### Technical

Engineering Inspector .....	\$145/hr.
ACAD DMS/GIS.....	\$145/hr.
Engineering Assistant.....	\$120 to 145/hr.
Scientist.....	\$120 to 145/hr.
Technician.....	\$120 to 145/hr.

### Project Admin Support

Word Processing, Clerical.....	\$94/hr.
Digital Communications Specialist .....	\$105/hr.
Project Admin/Accounting Assistant .....	\$110/hr.

Vehicle Use	\$0.655/mi(or curr. IRS rate)
Subsistence	Cost Plus 15%
Groundwater Sampling Equipment (Includes Operator)	\$170.00/hr
Copies	\$0.20 ea.
Professional or Technical Testimony	200% of Regular Rates
Technical Overtime (if required)	150% of Regular Rates
Outside Services/Rentals	Cost Plus 15%
Services by Associate Firms	Cost Plus 15%

\* Engineer, Geologist, Hydrogeologist, and Hydrologist



# Town of Discovery Bay

*"A Community Services District"*

## STAFF REPORT

Meeting Date

December 6, 2023

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

### Agenda Title

Discussion and Possible Action Regarding Adoption of Resolution 2023-22 Declaring Certain Property as Exempt Surplus Land and Authorizing its Sale.

### Recommended Action

Adopt Resolution 2023-22 declaring the portion of the Town's ditch fronting the Newport Pointe Subdivision as exempt surplus property and authorizing its sale.

### Executive Summary

The Newport Pointe subdivision has been designed to drain into the ditch in front of the subdivision which is owned by the Town. Staff has told the developer that the Town does not want the responsibility of the storm water draining into the ditch and any associated liability and added maintenance costs. The developer, Century Communities, is willing to take over ownership of the ditch and will be granting easements to the Town for access across a proposed bridge with a waterline as well as a second easement for a waterline on the south end of the subdivision as noted on the attached Exhibit A. The area being sold to the developer is approximately 3/4 Acre and has no value. The developer will be relieving the Town of any liability associated with owning the ditch along the frontage of their project.

Attached is Resolution 2023-22 declaring the land as exempt surplus property and authorizing its sale.

### Specific Committee Action:

Adopt Resolution 2023-22 declaring the portion of the Town's ditch fronting the Newport Pointe Subdivision as exempt surplus property and authorizing its sale.

### Previous Relevant Board Actions for This Item

The Board previously approved a pre annexation agreement for the subdivision.

**Fiscal Impact:** The developer is paying the cost of preparing documents for the land sale  
**Amount Requested:** \$0  
**Sufficient Budgeted Funds Available?** N/A  
**Prog/Fund # Category:** N/A

### Attachments

1. Resolution 2023-22.

AGENDA ITEM: H2



**TOWN OF DISCOVERY BAY  
COMMUNITY SERVICES DISTRICT**

**RESOLUTION 2023-22**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE TOWN OF DISCOVERY BAY,  
A CALIFORNIA COMMUNITY SERVICES DISTRICT  
DECLARING CERTAIN PROPERTY  
AS EXEMPT SURPLUS LAND AND AUTHORIZING ITS SALE**

WHEREAS Century Communities of California, a Delaware Limited Liability Company, (“Century Communities”) has made an offer for purchase of a portion of that parcel known as APN 008-540-028, as described in Exhibit A (the “Property”); and

WHEREAS, the Town of Discovery Bay Community Services District (the “Town”) may dispose of Town owned surplus land or exempt surplus land in accordance with California law and its own Policy; and

WHEREAS, the Town’s Policy 015, Disposition of Surplus Property, is not applicable to real property owned by the Town; and

WHEREAS, Government Code section 54221 defines ‘exempt surplus land’ as land that is less than 5,000 square feet in area and is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes; and

WHEREAS, the Property is subject to valid legal restrictions not imposed by the Town that would make housing prohibited; and

WHEREAS, the Property is not being used for commercial or industrial activities; and

WHEREAS, the Property is used by the Town as watershed property, which will be operated and maintained by Century Communities to accommodate stormwater discharge generated by residential housing; and

WHEREAS, the Town is exchanging Property for easements over and across Property for the purpose of operating, maintaining, and repairing public utilities; and

WHEREAS, in accordance with California law, the Town hereby declares the Property as exempt surplus land; and

WHEREAS, the terms and conditions establishing the Property and its sale will be set forth in an Agreement, to be approved by the Town’s General Counsel.

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

- SECTION 1. The above Recitals are hereby incorporated and made part of the Board's Resolution as fully as if set forth verbatim herein.
- SECTION 2. The Property is exempt surplus land of the Town.
- SECTION 3. The Board accepts the Easements as consideration for the sale of the Property to Century Communities.
- SECTION 4. The General Manager is authorized to execute an Agreement and all other documents associated with carrying out its terms and conditions.
- SECTION 5. This Resolution shall take effect immediately upon its adoption.
- SECTION 6. The Board Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 6th DAY OF DECEMBER, 2023.

---

Ashley Porter  
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on December 6, 2023, by the following vote of the Board:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

Dina Breitsstein  
Board Secretary

Exhibit A  
Property Description





# Town of Discovery Bay

*"A Community Services District"*

## STAFF REPORT

Meeting Date

December 6, 2023

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

### Agenda Title

Discussion and Possible Action Authorizing the General Manager to Enter into a Purchase Contract with Loprest for an 1,800 GPM Filter Vessel for the Well #8 Project.

### Recommended Action

Authorize the General Manager to Enter into a Purchase Contract with Loprest for an 1,800 gpm Filter Vessel for the well #8 project in the amount of \$434,000 plus 15% for Tax and Contingencies.

### Executive Summary

The Well #8 pump station project includes the installation on an 1,800 gallon per minute (gpm) filter vessel to remove iron and manganese from the groundwater. By pre-purchasing the filter vessel, the Town will reduce the overall construction schedule and will save approximately \$80,000 in overhead and profit that a general contractor would include in their bid if the filter vessel is included in the bid documents for the overall well #8 pump station project.

In October of 2022, LSCE contacted Loprest, Filtronics, ATEC, and AdEdge filter companies for quotes on the 2,200 gpm Willow treatment plant replacement filter. At that time, the quote provided by Loprest was found to be the lowest responsible quote. The other vendors were either not interested in providing a quote or provided an estimate higher than Loprest. Since Loprest was the lowest responsive bidder in 2022, LSCE has every reason to believe that we would end up with the same results if we were to request quotes from the same vendors.

The \$434,000 + tax for the filter fits within the \$540,000 allocated for the filter vessel in the budget for the overall well #8 pump station project.

### Specific Board Action:

Authorize the General Manager to Enter into a Purchase Contract with Loprest for an 1,800 gpm Filter Vessel for the well #8 project in the amount of \$434,000 plus 15% for Tax and Contingencies.

### Previous Relevant Board Actions for This Item

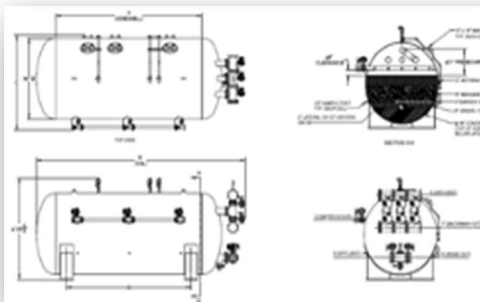
The Board has previously approved construction of the well #8 project in the current fiscal year budget.

**Fiscal Impact:** Funds are available from the Well #8 project account.  
**Amount Requested:** \$434,000 and \$65,100 for tax and contingencies.  
**Sufficient Budgeted Funds Available?** Yes  
**Prog/Fund # Category:** TBD

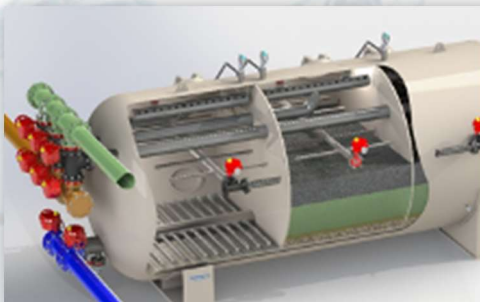
### Attachments

1. Loprest Quotation "Proposal for Iron and Manganese Removal – TODB Well 8" dated November 17, 2023.

AGENDA ITEM: H3



### DESIGN



### DEVELOP



### DELIVER

## Proposal for Iron and Manganese Removal

# TODB Well 8

Discovery Bay, California

November 17, 2023

### Loprest Representative Contact

Jeff Frey, Envirotrol

Email: [envirotrolrep@aol.com](mailto:envirotrolrep@aol.com)

Phone: 916-939-7924

### Loprest Contact

Randy Richey, Loprest Division President

Email: [rrichey@wrtnet.com](mailto:rrichey@wrtnet.com)

Phone: 303-403-5487

Quote Number 23-077R2



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## Iron & Manganese Removal



### PROCESS DESCRIPTION

Iron and Manganese will be oxidized catalytically by the manganese oxide coating on the Manganese GreensandPlus media in the presence of a chlorine oxidant, filtered out by the anthracite and GreensandPlus media, and backwashed to waste.

### GREENSAND+ MEDIA

- High filtration rate
- Longer runtimes
- Low waste volumes
- Limited chemical addition

## About Loprest

### LOPREST'S CAPABILITIES

- Design and manufacturing of treatment systems: 10 to 10,000 GPM
- Process design for the removal of numerous contaminants
- Pressure filters, ion exchange systems, activated carbon systems
- Controls design, manufacturing, and programming
- Onsite filter inspection, evaluation, and maintenance



**EFFICIENT** Energy- and water-efficient designs to meet client needs

**ECONOMICAL** Design choices such as multi-cell horizontal filters and stainless steel underdrains reduce cost of ownership

**PROVEN** Thousands of treatment systems, over 90 years of experience

## Complete System



Complete filtration system for iron and manganese removal:

- Filter Vessels and Media
- System Valving
- PLC based controls with Touchscreen OIT
- System commissioning

### WATER SCOUR

The pressurized Water Scour system is designed to maintain forward flow and enhance media cleaning without depressurizing the filter system.





## Design Parameters



The treatment system shall be specifically designed to remove the target contaminants from the groundwater supply. All components and media in contact with water are NSF-61 compliant for potable water consumption.

The treatment system shall be designed based on the following parameters:

### INFLUENT WATER QUALITY

Total Iron	ND	PPM
Total Manganese	0.180	PPM

### SIZING

System Design Flow Rate	1,800	GPM
System Flow rate with Reclaim	1,980	GPM
Number of Filters	1	
Number of Cells per Filter	2	
Filter Area per Filter	264	SQ FT
Hydraulic Loading Rate	6.8	GPM / SQ FT
Maximum Design Pressure	125	PSI
Anthracite Bed Depth	12	IN
GreensandPlus Bed Depth	18	IN
Estimated Service Cycle	> 24	HRS
Maximum Backwash Flow Rate Per Cell	1,980	GPM
Minimum Backwash Flow Rate Per Cell	1,584	GPM
Water Scour Rate (included in backwash rate)	264	GPM
Waste Volume per Backwash	43,000	GAL
Estimated Shipping Weight per Filter	23,000	LBS
Estimated Operating Weight per Filter	200,000	LBS

### EFFLUENT WATER QUALITY

Total Iron	< 0.1	PPM
Total Manganese	< 0.02	PPM

Note: Design parameters can be modified to accommodate site-specific limitations.



## Scope of Supply



Engineering	Engineering including submittals, calculations, seismic, and installation instructions
Filter Vessel	One (1) ASME Code horizontal vessel: 8' diameter x 32' sideshell Internal Lining: NSF-61 Epoxy External Coat: Epoxy prime, polyurethane topcoat
Internals	Upper: fully perforated header, SS304, @ 12" Middle: water scour enhanced media cleaning system, SS304, @ 4" Lower: full-length header with wedgewire laterals, SS304, @ 12"
Filtration Media	178 CU FT support media 691 CU FT filter media
Control Valves	Electrically Actuated Butterfly Valves with Limit Switches (7) discrete @ 12" (2) discrete @ 4"
Other Valves	(2) Air/vacuum release valves
Start-up and Commissioning	Installation Assistance Media Scrape Testing Rinse to Quality Operator Training Operation and Maintenance Manual



## Firm Pricing



### WATER TREATMENT SYSTEM

California Sales Tax at 8.75%

**\$434,000**

\$37,975

### PAYMENT TERMS

- 15% with Purchase Order
- 10% upon submitted drawings
- 25% upon release for fabrication
- 40% upon delivery to site
- 10% upon system commissioning

Payment of invoices is due in full within 30 days of the date of the invoice. All orders are accepted subject to credit approval of purchaser.

Payments must be made by ACH or check.

### DELIVERY

- 8-10 weeks for submittals after execution of purchase order
- 20-26 weeks for delivery after approval of submitted drawings

### NOTES

- This proposal is based upon today's costs and is valid for a period of 30 days.
- System shipped as vessels, media, valves, and accessories loose for field assembly by Contractor.
- Concrete subfill required but not included, approx. 225 CF per tank needed.
- No offloading, setting, or installation.
- No Valve Relay Panel or Remote Flex IO.
- Butterfly Valves do not have a local control station.
- No Sodium Hypochlorite for start-up.
- No Backflow Preventor.
- No Diaphragm Rate Set Valves.
- Taxes, bonding, and permitting not included.
- Pricing is based on Loprest standard terms and conditions.
- Pricing includes freight to site.
- Compliance with Build America, Buy America (BABA) Act has NOT been taken into consideration for this proposal.



## Standard Terms and Conditions

- 1. Payment.** Unless otherwise agreed by the parties in writing, payment for all products purchased pursuant to this Agreement shall be made within 30 day of Seller's invoice. Any amount not paid as agreed shall be subject to an interest charge of 1% per month, compounded monthly. Buyer will be liable for all of Buyer's costs to collect amounts due under this agreement, including reasonable attorney's fees, whether or not any collection action is commenced.
- 2. Transfer of Title.** Buyer agrees to take possession of all products purchased pursuant to this Agreement within 30 days of Seller's notification that the products are ready for delivery. If Buyer does not take delivery of the products within 30 days, it will execute a Bill of Sale and Storage Agreement, transferring title to the products and calling for the Buyer to reimburse Seller for all storage costs. **Limited Warranty.** Loprest Division of WRT ("Loprest") warrants the products of its manufacture to be free from defects in material and workmanship for a period of twelve (12) months following system start-up and acceptance. In the event of any such defect in the products during the warranty period, Seller will provide all parts and labor necessary to correct such defect.
- 3. Disclaimer Of Implied Warranties; Limitation Of Remedies.** THE BUYER'S SOLE AND EXCLUSIVE REMEDY UNDER THE LIMITED WARRANTY PROVIDED HEREIN SHALL BE THE PARTS AND LABOR AS PROVIDED IN THIS AGREEMENT. ALL IMPLIED WARRANTIES, INCLUDING THOSE OF **MERCHANTABILITY** AND OF **FITNESS FOR A PARTICULAR PURPOSE** ARE EXCLUDED. SELLER SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM THE BREACH OF ANY WARRANTIES WITH RESPECT TO THE PRODUCTS PURCHASED PURSUANT TO THIS AGREEMENT.
- 4. Waiver of and Indemnification for Claims.** BUYER HEREBY AGREES TO WAIVE, RELEASE, DISCHARGE, INDEMNIFY AND HOLD SELLER HARMLESS FOR ANY AND ALL CLAIMS FOR DAMAGES FOR DEATH, PERSONAL INJURY OR PROPERTY DAMAGE WHICH IT OR THIRD PARTIES MAY HAVE OR WHICH MAY HEREAFTER ACCRUE AS A RESULT OF THE BUYERS' USE OF THE PRODUCTS SOLD PURSUANT TO THIS AGREEMENT.
- 5. Intellectual Property.** To the extent the products sold pursuant to this Agreement contain, reflect or consist of the Seller's intellectual property, the sale does not include a sale of such intellectual property or of a license to use such intellectual property beyond the use by the Buyer of the products sold.
- 6. Assignment.** In the event that Buyer assigns its rights and obligations under this Agreement any assignment of its payment obligation will be ineffective and Seller will remain jointly and severally liable, with its assignee, to pay all amounts due pursuant to this Agreement.
- 7. Non-Reliance on Written or Oral Statements.** Buyer has relied on its own investigation about the qualities and performance of the products purchased pursuant to this Agreement and has not relied upon the written or oral statements of Seller or its representatives in entering into this Agreement.
- 8. Only Agreement.** This is the only Agreement between the Buyer and Seller relating to the products purchased pursuant to this Agreement, and no oral or other statements, not contained herein, shall be binding on either the Buyer or the Seller.
- 9. Modification.** The terms of this Agreement may not be modified, except in a writing signed by the party to be bound.
- 10. Non-Waiver; Severability.** Waiver by either party hereto of non-performance of any term, provision, covenant, obligation or condition of this Agreement shall not be considered a waiver of any subsequent nonperformance, nor as waiver of the term, provision, covenant, obligation or condition itself. If any provision of this Agreement is found to be prohibited, invalid or unenforceable, such finding will not invalidate or render unenforceable any remaining provisions of this Agreement.
- 11. Arbitration.** Any disputes arising in any way in connection with this Agreement or the products sold by the Seller shall be resolved by binding arbitration under the Colorado Uniform Arbitration Act (C.R.S. § 13-22-201 *et seq.*) (the "Act"). The parties agree that the District Court of Jefferson County, Colorado shall have jurisdiction over them for the purposes of applying the provisions of the Act. All arbitration proceedings shall take place within the greater metropolitan area of Denver, Colorado. Buyer will reimburse Seller for all attorney's fees incurred by Seller in any arbitration (for collection or otherwise) in which Seller prevails.
- 12. Governing Law.** This Agreement and any disputes or claims arising from it shall be governed by and construed according to the laws of the State of Colorado.



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call 303.424.5355 or visit [wrt.net](http://wrt.net).

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**Contra Costa County  
Aviation Advisory Committee  
Meeting Agenda  
Buchanan Field Airport Clubhouse  
200 Buchanan Field Road**

**PLEASE NOTE  
LOCATION**

**Thursday, November 9, 2023, 10:00 a.m.**

***The public may attend this meeting in person at the above location.  
The public also may attend this meeting remotely via Zoom or call-in.  
Login information and call-in information is provided below.***

*The Aviation Advisory Committee (AAC) will provide reasonable accommodations for persons with disabilities who plan to attend its scheduled meetings. Call the Director of Airports Office at (844) 359-8687 at least 24 hours in advance. Any disclosable public records related to this meeting are available for public inspection at the Director of Airports Office, 550 Sally Ride Drive, Concord, during normal business hours.*

**SIGN IN WITH THESE ZOOM INSTRUCTIONS:**

- No registration is required
- Access via Zoom is available using the following link:  
<https://cccounty-us.zoom.us/j/87895667246>
- Follow the prompts to open Zoom and enable computer video and audio.
- Meeting ID: **878 9566 7246**
- To call in from mobile or landline phone (audio only, no video), call the following number and enter the meeting ID above: **1 214-765-0478**

Persons who wish to address the Aviation Advisory Committee during public comment on matters within the jurisdiction of the Aviation Advisory Committee that are not on the agenda, or who wish to comment with respect to an item on the agenda, may comment in person, via Zoom, or via call-in. Those participating via Zoom should indicate they wish to speak by using the “raise your hand” feature in the Zoom app. Those calling in should indicate they wish to speak by pushing “#2” on their phone.

For assistance in advance of the meeting with remote access contact Airports staff at (925) 681-4200 or email [airport.team@airport.cccounty.us](mailto:airport.team@airport.cccounty.us).

**1. Roll Call**

**2. Public Comment Period**

**3. Approval of the Aviation Advisory Committee's September 14, 2023, Meeting Minutes**

**4. Consider Consent Items**

- a. Accept relevant Staff Reports (September and October 2023)
- b. Accept the Airport Noise & Statistics Report for August 2023

**5. Discussion/Action Items**

- a. Santa event, officially: "Santa's Jolly Landing" at Buchanan Field – December 2, 2023
- b. History of tenant survey and tenant BBQ and discussion of current fiscal constraints
- c. Potential timing of next Buchanan Field Master Plan
- d. Discuss use of hangars and hangar inspection process
- e. Discuss Byron Airport Habitat Management Land ("HML") grazing solicitation
- f. Review and discuss current staff efforts concerning noise mitigation
- g. Airport Operations update on recent airfield painting
- h. Review and discuss development projects
  - i. ARFF/Admin/Terminal Building, Buchanan Field Airport
  - ii. Buchanan Field Airport security project update

**6. Presentation/Update**

- a. Introduction of new ownership of Buchanan Field Golf Course

*Improvement*

**7. Future Agenda Items**

**8. Adjourn**

Next AAC Meeting is scheduled for January 11, 2024, at 10:00 am at the **Buchanan Field Airport Clubhouse**

Next Airport Committee Meeting: December 4, 2023, at 11:00 am

Byron Union School District



**Thursday, November 16, 2023  
Regular Board Meeting of the Trustees**

**Byron Union School District  
14301 Byron Hwy  
Byron, CA 94514**

**A. CALL MEETING TO ORDER @ 5:30 PM IN PERSON AND VIA ZOOM**

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1. Closed Session- Roll Call

**B. ADJOURN TO CLOSED SESSION**

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1. Superintendent Evaluation Process (Ed Code 58500-58512)

**C. RECONVENE TO PUBLIC SESSION @ 6:30 PM- IN PERSON AND VIA ZOOM**

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1. Call to Order the Regular Meeting of the Board of Trustees
2. Pledge of Allegiance & Roll Call
3. Approval of Meeting Agenda
4. Report Out From Closed Session

**D. PUBLIC PARTICIPATION**

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1. Public Comment: The public may address the Board regarding any item within the jurisdiction of the Board of Trustees of the Byron Union School District that is not on this agenda.

**E. STAFF REPORTS/INFORMATION**

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1. Timber Point Elementary School Presentation *NICE*

**F. FINANCE/FACILITIES**

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1. Cal Shape Grant Proposal

**G. ACTION**

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1. Cal-Shape Grant Resolution #04-23
2. 2023-2024 Point Quest Education Central Valley - Non Public School Placement
3. Pawar Transportation For NPS Student
4. Annual Organizational Meeting Date Selection
5. School Works 2022 Developer Fees Study Proposal 2nd, 2023

**H. CONSENT AGENDA**

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1. PSN
2. Board Policy Revisions- Second Reading for September 2023
3. Approval of Board Minutes for September 14th, 2023



4. Approval of Board Minutes for November 2nd, 2023

**I. GOVERNING BOARD COMMUNICATIONS**

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1. Communications and Comments from the Board

**J. SUPERINTENDENT COMMUNICATIONS**

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1. Communications and Comments from the Superintendent

**K. FUTURE MEETINGS**

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1. December 14th, 2023- Regular Board Meeting

**L. UPCOMING SCHOOL EVENTS**

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1. Discovery Bay Elementary

2. Timber Point Elementary

3. Excelsior Middle School

**M. ADJOURNMENT**

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