



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



SDLF Platinum-Level of Governance

PLATINUM LEVEL

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

**NOTICE OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY
Wednesday March 2, 2022
REGULAR MEETING 7:00 P.M.**

**NOTICE
Coronavirus COVID-19**

In response to the current proclaimed State of Emergency, indoor masking requirements, and recommended measures to promote social distancing imposed by State and local officials, the Town of Discovery Bay Community Services District Board of Directors will take all actions necessary to carry out the intent and purpose of AB 361, including, ensuring that the Directors and meeting attendees may continue to have the option to access and participate in this public meeting by teleconference to avoid imminent risks to the health or safety of the Directors and meeting attendees.

To accommodate the public during this period of time, the Town of Discovery Bay Community Services District Board of Directors has arranged for members of the public to observe and address the meeting telephonically or in person.

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

TO ATTEND BY WEBINAR:

Please register for Regular Meeting of the Board of Directors at: *(Copy and paste into your browser the registration URL. You will then be directed to download the webinar to your device and register with LogMeIn, Inc.)*

Registration URL: <https://attendee.gotowebinar.com/register/7268282454298949901>
Webinar ID# 959-482-867

After registering, you will receive a confirmation email containing information about joining the webinar by computer or by phone.

For listen-only mode dial: (631) 992-3221 **ID#** 716-981-385

Download Agenda Packet and Materials at 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. 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

1. Approve DRAFT minutes of Board of Directors meeting for February 16, 2022.
2. Approve Register of District Invoices.
3. Approve Resolution 2022-06 Re-Authorizing Remote Teleconference Meetings of the Legislative Body of the Town of Discovery Bay Community Services District Pursuant to the Brown Act Provisions.
4. Ratify Resolution 2022-07 of the Town of Discovery Bay Board of Directors establishing a District of Office Planning Ad Hoc Committee to Develop Options for Acquiring or Building a Future District Office.

D. AREA AGENCIES AND LIAISON REPORTS / PRESENTATIONS

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

E. PRESENTATIONS

1. Capacity and Connection Fee Study.

F. BUSINESS AND ACTION ITEMS

1. Discussion and Possible Action Regarding Approval of a Second Amended and Restated Memorandum of Understanding with Seven other GSAs for Implementation of a Groundwater Sustainability Plan for the East Contra Costa Subbasin.
2. Discussion and Possible Action to Approve the Notice of Completion and Final Payment for the Swimming Pool Remodel at the Community Center.
3. 2022 Parks and Recreation Public Event Calendar.
4. Approval of Park and Recreation 2022 Program, Activities, and Event Fee Waivers.

G. MANAGERS REPORTS

H. GENERAL MANAGERS REPORTS

I. DIRECTOR'S REPORTS

1. Communications Committee Meeting - March 2, 2022.
2. Parks and Recreation Committee Meeting - March 2, 2022.
3. Water and Wastewater Committee Meeting – March 2, 2022.

J. DIRECTOR'S REGIONAL MEETING REPORTS

1. Tri Delta Transit Meeting.

K. CORRESPONDENCE RECIVED

L. FUTURE AGENDA ITEM(S)

M. OPEN SESSION DISCOLUSRE OF CLOSED SESSION AGENDA

1. None

N. CLOSED SESSION

1. None

O. RETURN TO OPEN SESSION; REPORT ON CLOSED SESSION

1. None

P. ADJOURNMENT

1. Adjourn to the Next Regular Board of Director's Meeting, beginning at 7 PM 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."



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

MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY Wednesday February 16, 2022 REGULAR MEETING 7:00 P.M.

NOTICE Coronavirus COVID-19

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Webinar ID# 116-582-987

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For listen-only mode dial: (562) 247-8422 **ID#** 191-850-641

Download Agenda Packet and Materials at www.todb.ca.gov

REGULAR MEETING 7:00 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

1. Call business meeting to order 7:00 p.m. – By President Graves.
2. Pledge of Allegiance – Led by Director Callahan.
3. Roll Call – All present.

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

None.

C. CONSENT CALENDAR

1. Approve DRAFT minutes of Board of Directors meeting for December 15, 2021, the Public Financing Authority meeting for December 15, 2021, and the Board of Directors meeting for February 2, 2022.
2. Approve Register of District Invoices.
3. Approve Resolution 2022-05 Re-Authorizing Remote Teleconference Meetings of the Legislative Body of the Town of Discovery Bay Community Services District Pursuant to the Brown Act Provisions.

Motion made by Director Graham to approve the consent calendar.
Seconded by Vice President Porter.
Vote: Motion Carried - AYES: 5, NOES: 0, ABSTAINED: 0, ABSENT: 0

D. AREA AGENCIES AND LIAISON REPORTS / PRESENTATIONS

None.

E. PRESENTATIONS

1. Veolia Presentation.

Veolia Project Manager Harper began his presentation by reporting on the number of Safe Work Days as of January 31, 2022: 4,540. Safety training topics covered by Veolia staff in the month of January 2022 included the HazCom OSHA Annual Requirement and the Emergency Preparedness & Response plan. Veolia Project Manager Harper reported that all wells are active with Well 5 still in emergency status. The Newport Water Treatment Plant and the Willow Water Treatment Plant are both still running and the water production numbers are balanced out amongst the two plants. Balanced water production numbers are good for customers. Last year, the Newport Water Treatment Plant had higher numbers of water production which resulted in aged water at the Willow Plant. In January 2022, the Town produced 40 MG of water and Sodium Hypochlorite was recorded at 2,061 gallons, which represent stable numbers. Veolia Project Manager Harper stated that starting next month he plans to also include a trend graph to this slide so that the Board and the public can make better sense of what these numbers mean in comparison to prior months / years. For water compliance purposes, 20 Coliform Samples were collected in January 2022 by Veolia, none of which resulted positive for Coliform. Also, a total of five (5) hydrants were flushed and, simultaneously, 5 valves were exercised. There was only one (1) water quality complaint for the month of January 2022; the complaint was based out of Sand Point Road. The investigation following up from the water quality complain found no evidence of a leak. Veolia Project Manager Harper reported that all fifteen (15) lift stations are active; no emergency outages to report. Concerning wastewater flow and chemicals, Plant 1 has been bypassed and Plant 2 pumped 35 MG last month, January 2022. Plant 2 had an influent flow average of about 1.28 MG, which is low and good. The dredge system and digest pond are still down so Veolia is not injecting any palmer or solids into the system. There is an ongoing concern for wastewater compliance with conductivity levels; the average annual conductivity should be <2,400, but the Town is reporting 2,402. Veolia calculates this number on a 12-month rolling average, however, the State views average conductivity according to calendar month so at the present time the Town is in compliance with State requirements.

General Manager Breitstein requested this be received in writing from the State.

Veolia Project Manager Harper concurred and affirmed he is working on that.

Vice-President Porter question: Based on their [the State] interpretation, what is our conductivity level?

Veolia Project Manager Harper response: We are at about 2,320 (where we have been).

Veolia Project Manager Harper continued with the presentation and gave acknowledgement to Recreation Programs Supervisor Gallo for her hard work and quick response to a reported emergency. Due to the two (2) residents who reported the issue to Programs Supervisor Gallo and her quick response to contact Veolia, there are no SSOs to report for the month of January 2022.

F. BUSINESS AND ACTION ITEMS

1. Discussion and Possible Action to Award the Coating of 29 Manholes in Cherry Hills Drive to H&R Plumbing.

Water & Wastewater Manager Goldsworthy opened the discussion for possible action by the Board to approve the recoating of twenty-one (21) manholes on Cherry Hills Drive. Water & Wastewater Manager Goldsworthy clarified that twenty-nine (29) manholes were inspected (by Veolia) but only twenty-one (21) of those need recoating. Page 4 of 7 of the attachment shows the worst-state manhole. What is eating the manholes is the H2S (gas coming from the sewer). The manholes were last coated in 2013 but the need to recoat the manholes is to be expected every 8-10 years. If they are not recoated, the manholes will deteriorate and eventually need to be replaced entirely resulting in a much higher-cost project than it is to recoat them at this time; if the manholes needed to be replaced entirely, they would need to be shut down. H&R Plumbing has provided a quote for the manhole rehabilitation including hydro-blasting the old coating off (if there is any), mortar lining it, and finishing with an epoxy coating. This service can be done with the manholes still running.

President Graves commented that this item was brought before the Water and Wastewater Committee on February 2, 2022, and it is both the Committee's and Staff's recommendation to approve.

Motion made by Vice-President Porter to approve Staff recommendation to recoat the manholes.

Seconded by Director Graham.

Public Comment: none.

Vote: Motion Carried - AYES: 5, NOES: 0, ABSTAINED: 0, ABSENT: 0

2. Discussion and Possible Action Regarding the Implementation of a Community-Alert Text (SMS) System.

Interim Assistant General Manager Davies opened the discussion for possible action by the Board to authorize General Manager Breitstein to implement a Community-Alert Text (SMS) System and select SlickText as the initial SMS vendor. The Town would like to implement a Community-Alert Text (SMS) System for water and wastewater related news that affects Discovery Bay residents. Staff brought this information to the Board of Directors at their October 20, 2021, meeting. The Board directed Staff to work with Director Callahan to research a reputable vendor with a plan that provides the best value for the Town and has direct citizen opt-in and opt-out features (as opposed to staff inputting the data). Director Callahan recommended Slicktext. Staff researched SlickText and recommends SlickText as the best vendor for the Town. SlickText does not require an annual contract, does not charge for reply texts, and unused text units roll-over for 90 days. Most plans, with other vendors, require an annual contract and unused text units do not roll-over. With SlickText, a monthly bucket of 2,000 text units is competitively priced at \$79.00. At this price level, SlickText works directly with the Town to customize a SMS system that best suits the Town's needs. Staff presented this information to the Internal Operation Committee at their February 2, 2022, meeting. The Internal Operations Committee voted to recommend to the Board implementation of a Community-Alert Text (SMS) System and that SickText be selected as the Town's initial SMS vendor.

President Graves question: Do we have a policy as to when we would use this SMS system?

Interim Assistant General Manager response: Yes, there would be a policy in place, but it's to be established. As Staff sees this, the SMS system would be used for water and wastewater related notifications per zone as this would be funded by water and wastewater.

President Graves question: Is the Internal Operation Committee going to establish the policy for its use?

Director Callahan clarified the Town would develop the policy and then it would be reviewed by the Internal Operations Committee and then brought before the Board.

President Graves expressed an appreciation for the 90 day roll-over feature offered by SlickText.

Director Graham commented it's an important feature for the Town to have.

President Graves question: What happens if we go over the 2,000 text units?

Interim Assistant General Manager Davies response: If we go over 2,000 text units with SlickText they will not send the message out but they will notify us and offer to bump up to the next level plan. Most of the other vendors would not notify and simply impose a per-text charge.

Interim Assistant General Manager Davies further commented that Town Staff looked into the amount of email blasts that residents have signed up for as a thumbnail for how many people might potentially sign up for text alerts.

Public Comment: Question regarding receiving multiple alerts if they're simultaneously signed up for the Contra Costa County Emergency Alerts. Are they duplicating?

President Graves response: No, this Community-Alert Text (SMS) System is not the same as the Contra Costa County Emergency Alert System. The Community-Alert Text (SMS) System currently being discussed would be strictly for Discovery Bay residents only and only for water and wastewater related items.

Motion made by Director Callahan to accept Staff recommendation and proceed with the implementation of a Community-Alert Text (SMS) System.

Seconded by Vice President Porter.

Vote: Motion Carried - AYES: 5, NOES: 0, ABSTAINED: 0, ABSENT: 0

3. Discussion and Possible Action to Establish an AdHoc Committee for the Purpose of Investigating the New District Office Building.

General Manager Breitstein opened the discussion for possible action by the Board to establish an AdHoc Committee for the purpose of investigating the new district office building. At the February 2, 2022, Board meeting President Graves requested Staff add this item to a future agenda for discussion. Staff is requesting the Board establish the AdHoc Committee and select two Board members to sit on the committee.

Legal Counsel Pinasco explained an AdHoc Committee in the following terms: (1) What is an AdHoc Committee, (2) When can an AdHoc Committee meet, and (3) What rules apply to an AdHoc Committee. (1) AdHoc Committees are advisory in nature, limited in time, and for a specific purpose. The AdHoc Committee cannot be a quorum of the Board, therefore, on a 5-member Board we can only have up to two members. The Public also cannot have a seat on the Board. (2) The AdHoc Committee can meet whenever it wants. An AdHoc Committee is not subject to the Brown Act, so there's no requirement to notice the meetings. The members can meet on their own schedule. (3) The AdHoc Committee must establish its purpose. The AdHoc Committee is still subject to the Board's rules, policies, and bylaws.

President Graves commented that the goal of establishing an AdHoc Committee is to find out what the needs are such as space, projected staff growth, location, etc. President Graves sought out a volunteer from the Board to join him in the committee.

Vice-President Porter expressed support for establishing the committee for the purpose of investigating the new district office building.

Director Gutow expressed interest in volunteering to join the committee.

Vice-President Porter seconded that interest.

President Graves requested a nomination from the Board.

Director Graham asked for clarification on whether relocating the District Office is per state or federal regulation.

Interim Assistant General Manager Davies clarified that, currently, the District Office site is shared with the Willow Lake Water Treatment Plant. This poses potential security concerns (allowing free access to the public to enter a secured site). To remain in compliance with the American Water Works Association Emergency Response Plan Requirements and the Risk and Resilience Assessment, the District needs to move its District Office to a new location that is not on a secured water and wastewater treatment facility site. This is a federal mandate based on anti-terrorist policies.

Director Graham question: Is there a date? Did they give us so many years to get this done?

Interim Assistant General Manager Davies response: No, there is no date. There was a date specified on identifying the issue(s) and a date specified for creating plans based on the risk assessment but no specific date for the move. We are moving forward to be proactive and remain in compliance.

Vice-President Porter commented that part of the Capital Improvement Plan is to relocate and build the Town of Discovery Bay District offices and it's been accounted for in the budget (\$3M).

President Graves commented that this project has already been put off for many years because of the expense but the reality is the current office space is inadequate and poses potential safety and hazard concerns for Staff. It needs to be done.

Director Graham expressed agreement that it's a smart idea to relocate the Town of Discovery Bay District offices but wanted to emphasize to the public that this is not a superfluous move, but a necessary one mandated by federal requirement(s).

President Graves agreed that the Town intends to be frugal and conscientious with its resources and needs. However, in order to establish what those needs are we need to establish the AdHoc Building Committee.

Motion made by President Graves to chair the committee.

Seconded by Director Graham.

Vote: Motion Carried - AYES: 5, NOES: 0, ABSTAINED: 0, ABSENT: 0

Director Callahan nominated Director Gutow.

Nomination seconded by Director Graham

Vote: Motion Carried - AYES: 5, NOES: 0, ABSTAINED: 0, ABSENT: 0

President Graves commented that the goal is to have a clear understanding of what the needs are by the end of the year.

Motion made by President Graves to establish an AdHoc Committee, to be attended by President Graves, Director Gutow and the District's General Manager, by resolution for the limited purpose of investigating the new District Office needs and location.

Seconded by Director Graham.

Vote: Motion Carried - AYES: 5, NOES: 0, ABSTAINED: 0, ABSENT: 0

G. MANAGERS REPORTS

1. Dog Park Update.

Parks & Landscape Manager Engelman reported that the drain corrective project is complete (it has been tested and confirmed to be in working condition). The dog park has been open to the public since last month.

2. Pool Progress Report.

Recreation Programs Supervisor Gallo provided an update on the pool project. All County inspections have been passed. Patio furniture and lifeguard items have been ordered. Turf project has begun. Lifeguard hiring efforts are still in process. The projected opening date is Memorial Day.

Director Graham question: How are we doing hiring for lifeguards?

Recreation Programs Supervisor Gallo response: We have done every effort possible but thus far have only received one (1) response.

Director Gutow question: What is our goal?

Recreation Programs Supervisor Gallo response: 10-12. The Liberty High School swim coach has been hired for the pool supervisor position. High School Swim started February 7, 2022, and the Liberty High School swim coach will distribute flyers to the team. The flyer is also on the Byron School District website, the Town's website, Facebook, and Instagram, and they've been posted around town including the community center and Callahan's Ice Cream and Cones shop.

Director Gutow question: What will happen if we don't get enough lifeguards in time?

Recreation Programs Supervisor Gallo response: It is a mandate to have lifeguards. However, if we are unable to hire the necessary number of lifeguards required to open for recreation swim, we can allow adult lap swim. For adult lap swim there is no requirement for lifeguards because we are unable to charge and swimmers must be at least 18 years old and sign a waiver.

President Graves suggested reaching out to the swim team at Los Medanos College.

Recreation Programs Supervisor Gallo expressed support and appreciation for the idea. Staff will follow up.

H. GENERAL MANAGERS REPORTS

None.

I. DIRECTOR'S REPORTS

None.

J. DIRECTOR'S REGIONAL MEETING REPORTS

1. East Contra Costa Fire Protection District Board of Directors Regular Meeting.
2. Contra Costa County Aviation Advisory Committee Meeting.
3. LUHSD Regular Board Meetings.
5. East County Code Enforcement Meeting.

K. CORRESPONDENCE RECIVED

None.

L. FUTURE AGENDA ITEM(S)

None.

M. OPEN SESSION DISCOLUSRE OF CLOSED SESSION AGENDA

None.

N. CLOSED SESSION

None.

O. RETURN TO OPEN SESSION; REPORT ON CLOSED SESSION

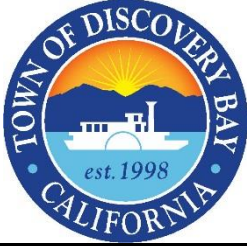
None.

P. ADJOURNMENT

1. Adjourn at 8:03 p.m. to the Next Regular Board of Director's Meeting, beginning at 7 PM 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

March 2, 2022

Prepared By: Julie Carter, Finance 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 \$ 142,360.13

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 2021/2022

AGENDA ITEM: C2

Request for Authorization to Pay Invoices
For The Meeting On March 2, 2022
Town of Discovery Bay CSD
Fiscal Year 7/21 - 6/22

Pacific Gas & Electric	\$72,358.58
Town of Discovery Bay CSD	\$24,201.41
Luhdorff & Scalmanini	\$12,950.53
Badger Meter	\$5,456.59
Bob Murray & Associates	\$3,462.70
Freedom Mailing Service, Inc	\$3,235.92
Qudient Finance USA	\$3,000.00
Janitorial Plus	\$2,504.63
Lechowicz & Tseng Municipal Consultants	\$2,035.00
Robert Half	\$1,958.13
National Aquatic Services, Inc.	\$1,844.34
Mt Diablo Resource Recovery	\$1,479.00
Upper Case Printing, Inc.	\$1,435.50
Univar Solutions USA Inc.	\$1,406.91
Kevin Graves	\$690.00
Core & Main LP	\$633.82
Underground Service Alert	\$598.85
Ashley Porter	\$460.00
Grainger	\$458.06
Bill Brandt Ford	\$378.63
Bryon Gutow	\$345.00
Carolyn Graham	\$230.00
Michael Callahan	\$230.00
Big B Lumber	\$184.66
Cintas	\$177.34
Big O Tires	\$173.17
UniFirst Corporation	\$131.28
Costco	\$120.00
Alhambra	\$108.68
Stericycle	\$78.98
Water Utility Refund Customers	\$32.42

\$142,360.13



**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT
RESOLUTION 2022-06**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TOWN DISCOVERY BAY
COMMUNITY SERVICES DISTRICT RE-AUTHORIZING REMOTE TELECONFERENCE
MEETINGS OF THE LEGISLATIVE BODY OF THE TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT PURSUANT TO BROWN ACT PROVISIONS**

WHEREAS, the Town of Discovery Bay Community Services District (the “Town”) is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of the Town’s legislative body are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District’s legislative body conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, the Town’s Board of Directors previously adopted a Resolution, Number 2021-16 on October 20, 2021, finding that the requisite conditions exist for the legislative body of the Town to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must make findings that the Board has reconsidered the circumstances of the state of emergency that exist in the Town, and that either the state of emergency continues to directly impact the ability of the members to meet safely in person, or State or local officials continue to impose or recommend measures to promote social distancing; and

WHEREAS, the March 4, 2020, Governor proclaimed a State of Emergency continues to exist throughout California as a result of the threat of COVID-19; and

WHEREAS, currently the dominant strain of COVID-19 in the country continues to be more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations, therefore, meeting in person would present imminent risks to the health or safety of attendees and members; and

WHEREAS, the Cal-OSHA adopted emergency regulations (Section 3205) imposing requirements on California employers, including measures to promote social distancing remain in effect; and

WHEREAS, the health orders issued by the Contra Costa County Health Officer to preserve the public health, including requiring all people in Contra Costa County who aren’t fully vaccinated, to adhere to indoor masking requirements, recommending measures for social distancing from non-household members for vaccinated individuals that have been exposed to COVID-19, and measures acknowledging that close contact to other persons increases the risk of transmission, remain in effect.

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

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. AB 361 Compliance. The Board of Directors began using teleconferencing in accordance with subdivision (e) of Section 54953 of the Government Code, as amended by AB 361, on October 20, 2021, and have made the requisite findings by majority vote not later than 30 days after October 20, 2021, and every 30 days thereafter.

Section 3. State of Emergency. The Board of Directors hereby reconsiders the circumstances of the current State of Emergency proclaimed by the Governor on March 4, 2020, and find that the ongoing conditions of the State of Emergency directly impact the ability of members to meet safely in person.

Section 4. Measures to Promote Social Distancing. The Board of Directors hereby finds that Cal-OSHA and the County Health Official continue to recommend measures to promote physical distancing.

Section 5. Remote Teleconference Meetings. The General Manager of the Town of Discovery Bay Community Services District is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 6. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption.

Kevin Graves
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 meeting, held on February 16, 2022, by the following vote of the Board:

AYES:
NOES:
ABSENT:
ABSTAIN:

Dina Breitstein
Board Secretary



**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT**

RESOLUTION 2022-07

**RESOLUTION OF THE TOWN OF DISCOVERY BAY BOARD OF DIRECTORS
ESTABLISHING A DISTRICT OFFICE PLANNING AD HOC COMMITTEE TO
DEVELOP OPTIONS FOR ACQUIRING OR BUILDING A FUTURE DISTRICT
OFFICE**

WHEREAS, the Town of Discovery Bay Community Services District (the “Town”) Board of Directors (the “Board”) has acknowledged that the Town’s current District Office located at 1800 Willow Lake Road, Discovery Bay, California (the “District Office”) needs to be moved to a different site in the future; and

WHEREAS, Section 2, of Article IV of the Town’s Bylaws provides that the Board may establish Ad Hoc Committees that may become necessary from time to time by Resolution of the Board; and

WHEREAS, the Town’s Board desires to form an ad hoc committee to provide input to and work collaboratively with the Town’s staff in developing options, a staff report, and committee recommendation related to options for acquiring or building a future District Office for the entire Board to consider.

**NOW THEREFORE, BE IT RESOLVED, BY THE TOWN OF DISCOVERY BAY
BOARD OF DIRECTORS, AS FOLLOWS:**

1. **Recitals.** The above recitals are true and correct and incorporated herein by reference.
2. **District Office Planning Ad Hoc Committee.** In accordance with Section 2, of Article IV of the Town of Discovery Bay Community Services District Bylaws, the Town’s Board of Directors hereby establishes the District Office Planning Ad Hoc Committee to carry out the following efforts:
 - a. The title of the committee shall be the “District Office Planning Ad Hoc Committee”.
 - b. The District Office Planning Ad Hoc Committee shall be an ad hoc committee comprised of no more than two (2) members of the Board, the General Manager, and assisted by Town staff that may be required to carry out the functions of the District Office Planning Ad Hoc Committee.
 - c. The members of the District Office Ad Hoc Committee shall be Board President Kevin Graves and Director Bryon Gutow. The members of the District Office Planning Ad Hoc Committee shall select a Chairperson.

- d. The District Office Planning Ad Hoc Committee shall conduct itself consistent with all applicable Policies of the Town, and in accordance with California law.
 - e. The scope of the District Office Planning Ad Hoc Committee functions shall include the following:
 - i) Investigate and develop options to be considered by the entire Town Board of Directors for acquiring or building a future District Office.
 - ii) Provide recommendations and input regarding options for acquiring or building a future District Office in collaboration with Town staff in furtherance of formulating a staff report and Committee recommendation for the entire Board to consider.
 - f. No other power of the Town's Board of Directors, whether express or implied, is delegated to the District Office Planning Ad Hoc Committee.
 - g. The District Office Planning Ad Hoc Committee shall meet as necessary to carry out its purpose and shall dissolve automatically by December 31, 2022, unless otherwise extended or dissolved by the Board prior thereto.
3. **No Invalidation of Prior Lawful Actions.** Adoption of this Resolution shall not be construed as to invalidate any prior lawful action taken by any previously existing committee of the Town, nor any subsequent lawful action taken by the Board thereupon.
4. **Effective Date.** The provisions of this Resolution shall take effect immediately upon adoption.

Kevin Graves
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 February 16, 2022, by the following vote of the Board:

AYES:
NOES:
ABSENT:
ABSTAIN:

Dina Breitstein
Board Secretary

TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT

Water and Sewer Capacity Fee Study Update



Board Meeting
March 2, 2022



LECHOWICZ + TSENG
MUNICIPAL CONSULTANTS



Background

- **What are Capacity Fees?**

- One-time fees paid by new development when building permits are issued
- Intended to recover the capital cost of facilities to accommodate growth
- Does not fund routine maintenance or annual operation costs

- **Why is an update needed?**

- Last study was in 2014
 - The Town has since updated its 20-year CIP, completed a Wastewater Master Plan (2019), and has received contractor bids for the denitrification project
- Reduced water demand and sewer flow patterns
 - Attributed to water conservation practices implemented during the 2013-2016 drought
- Developer agreements
 - Previous fees accounted for developer agreements to construct in-lieu facilities in exchange for committed capacity in the utility systems



Capacity Fee Methodologies

1) Buy-In Method

- For existing facilities that have excess capacity to serve new customers
- Development should pay an equal amount to the investment already made by current users
- Calculated based on value of water and sewer fixed asset list

2) Average Cost Method

- For planned facilities that benefit both new and current users
- Calculated based on value of both existing & planned facilities divided by existing + new demand
- Majority of the Town's capital projects are allocated using this method

3) Expansion Method

- For planned facilities that only benefit new development
- Calculated based the cost of new projects divided by the demand from new users
- Example: Clarifier No. 6 (sewer)



Reduced Water Demand & Sewer Flow

	2014	2021	Difference
Water	533 gpd	403 gpd	130 gpd
Wastewater	335 gpd	235 gpd	100 gpd

GPD: gallons per day

Demand shown reflects amount of water use/sewer flow per day by a typical single family residential customer –i.e. one equivalent dwelling unit (EDU)

Non-residential customers are assigned fees based on estimated water use (indoor + irrigation) and estimated sewer flows



System Capacity

	Existing Customers	New Customers	Total Buildout 2041
<u>WATER</u>			
EDUs	7,480	1,914	9,394
% of Total	79.6%	20.4%	100.0%
<u>WASTEWATER</u>			
EDUs	5,497	1,312	6,809
% of Total	80.7%	19.3%	100.0%

EDU (equivalent dwelling unit) = amount of water/sewer flow used by a typical single family residential customer; used as a point of reference to assign non-residential fees



Buy-In Capacity Fee

- For Town's existing water and sewer assets
- Existing infrastructure value using RCNLD (replacement cost of new assets, less depreciation)

System	Total Valuation	Total 2041 Buildout Customers	Cost per EDU
Water	\$9,928,990	9,394	\$1,057
Wastewater	\$43,952,387	6,809	\$6,455



New Facility Capacity Fee

- Based on the Town's water and sewer 20-year capital improvement plans
- Town engineers allocated project costs between existing and new customers based on project benefit

System	Cost of Facilities Expansion	Number of New Customers	Cost per EDU
Water	\$7,639,300	1,914	\$3,991
Wastewater	\$3,531,800	1,312	\$2,692



Sewer Denitrification Project Cost

Project Cost	\$19,924,300
Allocation to Growth	19.3%
Amount to be Financed	\$13,000,000
Annual Debt Service Estimate [1]	\$830,000
Total Debt Service Over Life of the Debt (30 years) [1]	\$24,900,000
Total Debt Service Allocated to Growth	\$4,797,383
Expected Growth FY2021 to FY2041 (EDUs)	1,312
Denitrification Fee (\$/EDU)	\$3,657

1 - Debt service estimate determined by TODBCSD



Proposed Water Capacity Fee

Proposed	Fee per EDU
Buy-In Fee	\$1,057
<u>New Facility Fee</u>	<u>\$3,991</u>
Total Water Capacity Fee	\$5,048



Proposed Wastewater Capacity Fee

Proposed	Fee per EDU
Buy-In Fee	\$6,455
New Facility Fee	\$2,692
<u>Denitrification Fee</u>	<u>\$3,657</u>
Total Wastewater Capacity Fee	\$12,804

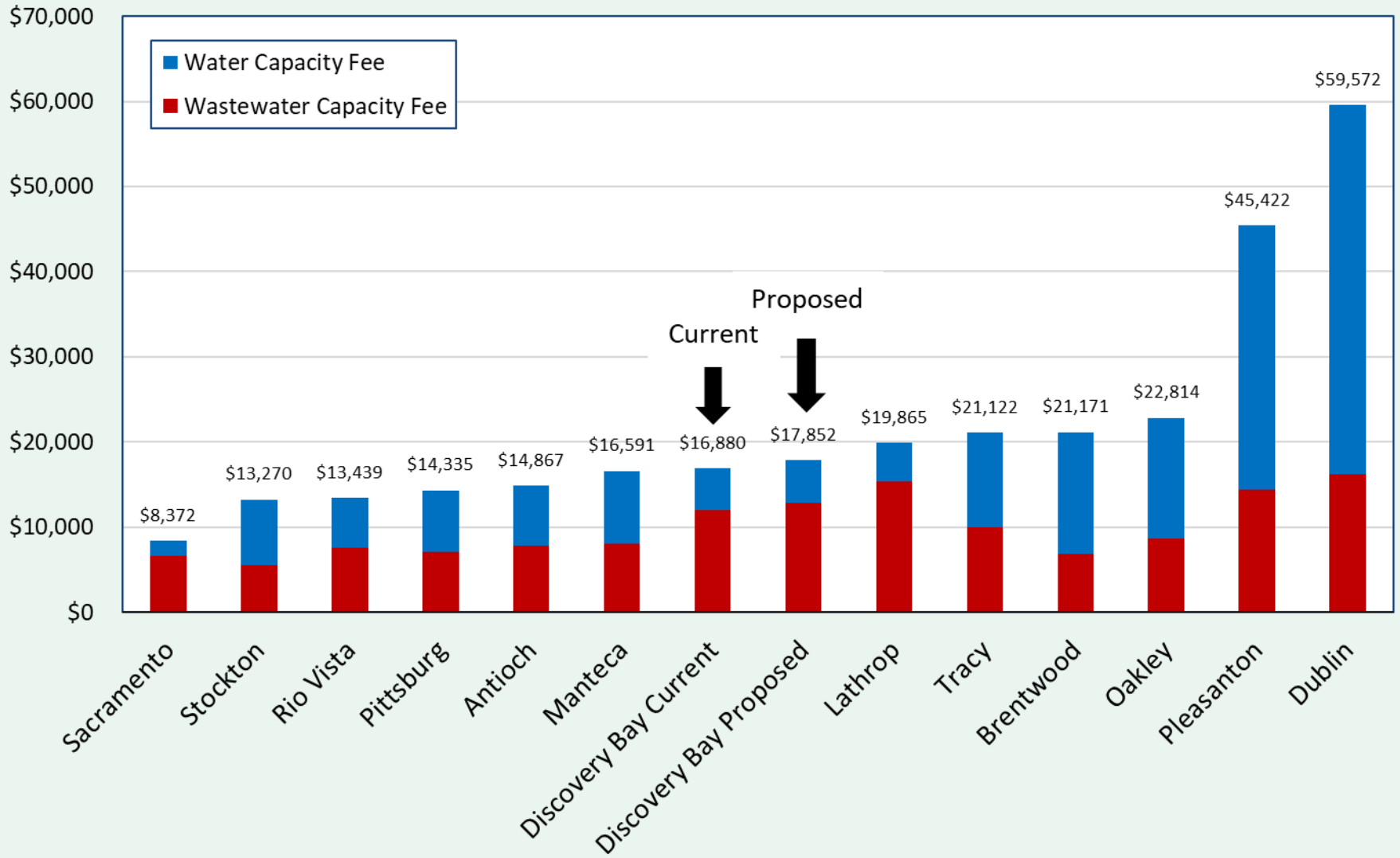


Current & Proposed Capacity Fees

	Current Fee	Proposed Fee	Difference (\$)	Difference (%)
Water Capacity Fee per EDU	\$4,850	\$5,048	\$198	4.1%
<u>Wastewater Capacity Fee per EDU</u>	<u>\$12,030</u>	<u>\$12,804</u>	<u>\$774</u>	6.4%
Total per EDU	\$16,880	\$17,852	\$972	5.8%

- Fees shown above are for a single family dwelling unit
- Non-residential fees are scaled based on the water demand and wastewater flows of the new development

Water and Wastewater Capacity Fee Survey (Single Family Residential Customer - November 2021)



Questions and Comments





Town of Discovery Bay Community Services District Water and Sewer Capacity Fee Study

**Draft Report
February 23, 2022**



LECHOWICZ + TSENG
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SECTION 1: INTRODUCTION AND EXECUTIVE SUMMARY

1.1 Background

The purpose of this report is to update the Town of Discovery Bay Community Services District's (TODBCSD, Town, or District) water and sewer capacity fees. Capacity fees are one-time fees paid by new development when building permits are issued by the Town. The fees are intended to recover the capital cost of facilities needed to accommodate growth. They do not collect revenues to fund routine maintenance or operations that are typically budgeted on an annual basis.

The Town last conducted a capacity fee study in 2014. Since 2014, the Town has updated its 20-year capital improvement plan, completed a Wastewater Master Plan (2019), and received contractor bids for its denitrification project. The Town received guidance from the Regional Water Quality Control Board that the Town's wastewater treatment plant must add denitrifying facilities by 2024 in order to meet regulatory requirements. Additionally, the 2014 fees accounted for agreements through which developers constructed in-lieu facilities in exchange for committed capacity in the utility systems. The committed capacity has since been assigned as appropriate and the agreements are no longer applicable.

This update is also necessary due to changes in water demand and sewer flow patterns. The typical water demand per new single family home has decreased from 533 gallons per day (2014) to 403 gallons per day (current) and estimated sewer flow per new home has decreased from 335 gallons per day (2014) to 235 gallons per day (current). This reduction is primarily attributed to water conservation practices implemented during the 2013-2016 drought to meet the regulated reduction levels imposed by the Department of Water Resources. While these regulations have been lifted, some of the conservation practices will be permanent. For example, many outdoor lawns were converted during the drought. Installation of meters has also reduced usage since the prior study. Customers typically reduce their usage when converted from flat rate to volumetric billing. Meters also help to identify and fix water leaks.

For this update, it is also recommended that the Town consider pollutant loading when assessing wastewater fees for non-residential connections. Due to water conservation and drought conditions, sewer flows may vary. Biological oxygen demand (BOD) and total kjeldahl nitrogen (TKN) expressed as pounds generated per day do not vary with flows and can be used to proportionally calculate non-residential fees.

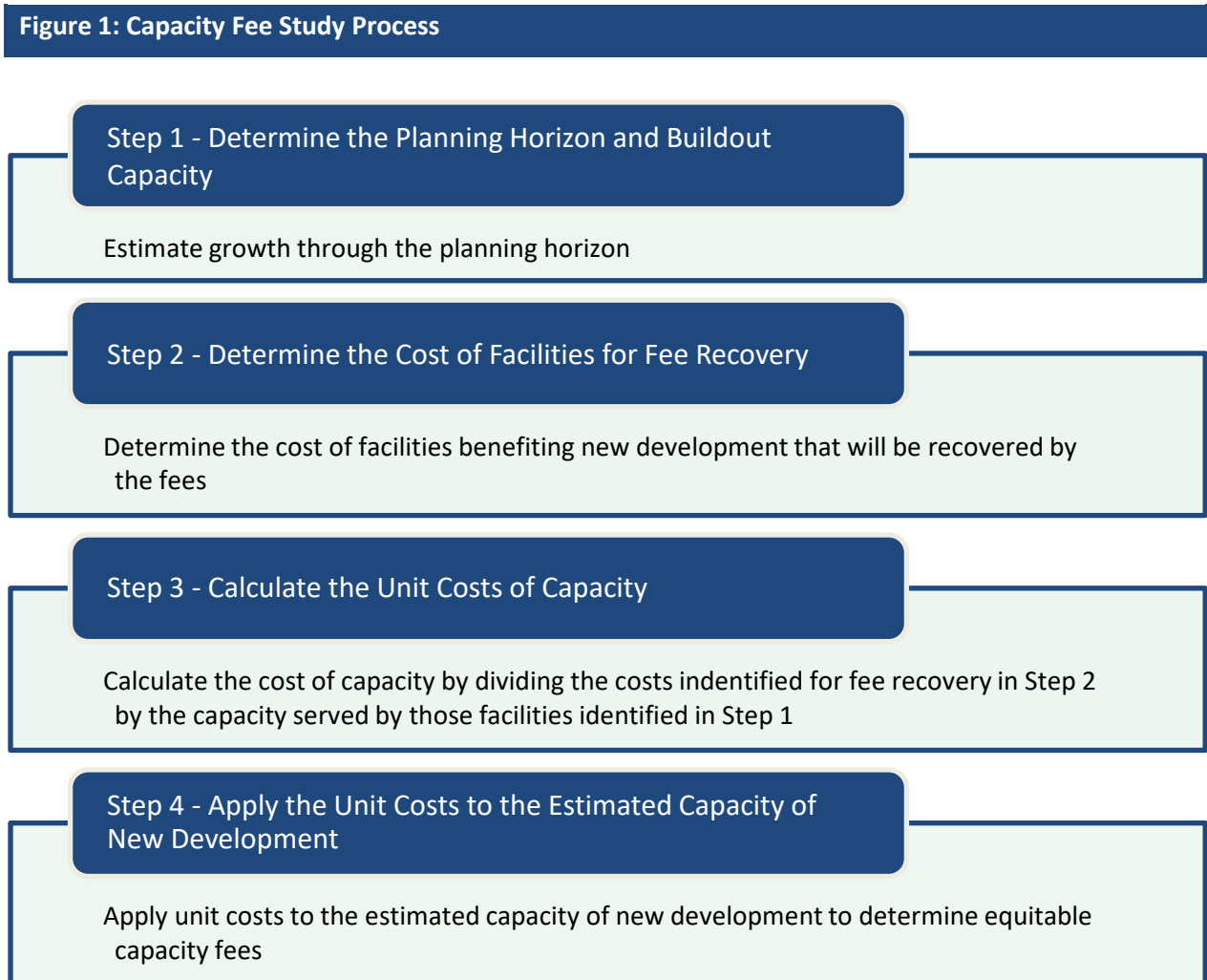
1.2 Legal Requirements

The Mitigation Fee Act (California Government Code Sections 66000 through 66025) describes the legal requirements pertaining to establishing capacity fees (also called development impact fees or connection fees). The Act requires that for any fee to be adopted, the Town must identify facilities that benefit new growth and development and determine a fair value or cost of those facilities. The cost of

facilities attributable to new development must be proportional to the share of facilities the development uses. This report provides an administrative record to identify and document the facilities benefitting growth, the cost and capacity of these facilities, and the calculation of proposed capacity fees based on new development's proportionate share of the costs described.

1.3 Capacity Fee Study Process

The fee study process is summarized in the figure below.



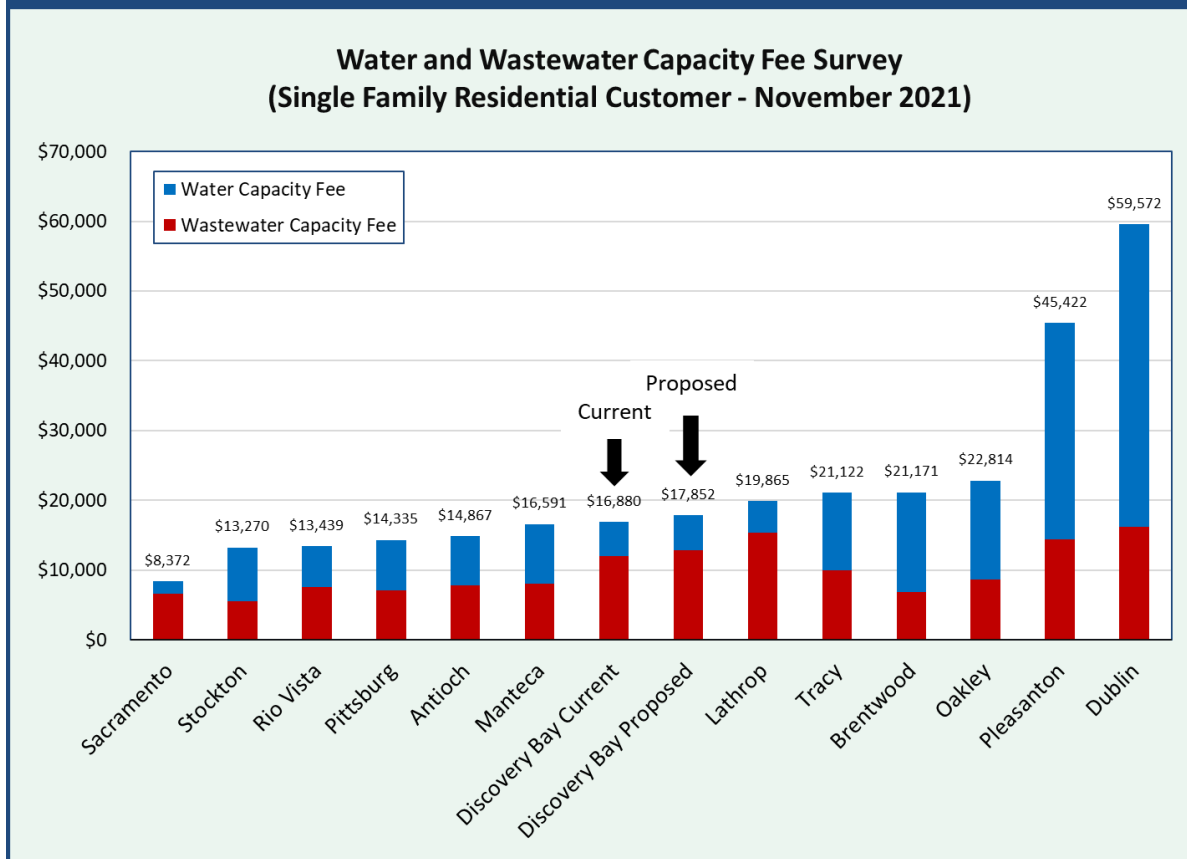
1.4 Proposed Fees

The current and proposed water and wastewater capacity fees are shown in Table 1. The combined water and wastewater fee per equivalent dwelling unit (EDU; i.e. typical single family home) is proposed to increase from \$16,880 (current) to \$17,852 (proposed). A survey comparing The District’s current and proposed residential fees to other local agencies is provided in Figure 2 and Table 2. The District’s combined water and wastewater capacity fee currently falls in the mid-range of surveyed fees and will remain in the mid-range if the proposed fees are adopted.

**Table 1: Current and Proposed Water and Wastewater Capacity Fees
Water and Sewer Capacity Fee Study 2022
Town of Discovery Bay Community Services District**

Fees	Current	Proposed
Water Capacity Fee per EDU	\$4,850	\$5,048
Wastewater Capacity Fee per EDU	<u>\$12,030</u>	<u>\$12,804</u>
Total per EDU	\$16,880	\$17,852

Figure 2: Residential Capacity Fee Survey



**Table 2: Residential Capacity Fee Survey
Water and Sewer Capacity Fee Study 2022
Town of Discovery Bay Community Services District**

Community	Water	Wastewater	Total
Sacramento [1]	\$1,742	\$6,630	\$8,372
Stockton [2]	\$7,785	\$5,486	\$13,270
Rio Vista [3]	\$5,861	\$7,578	\$13,439
Pittsburg (Delta Diablo SD) [4]	\$7,272	\$7,063	\$14,335
Antioch (Delta Diablo SD) [5]	\$7,008	\$7,859	\$14,867
Manteca [6]	\$8,552	\$8,039	\$16,591
Discovery Bay Current	\$4,850	\$12,030	\$16,880
Discovery Bay Proposed	\$5,048	\$12,804	\$17,852
Lathrop (Manteca WQCF) [7]	\$4,442	\$15,422	\$19,865
City of Tracy [8]	\$11,163	\$9,959	\$21,122
Brentwood [9]	\$14,263	\$6,908	\$21,171
Oakley (Ironhouse SD, Diablo WD) [10]	\$14,106	\$8,708	\$22,814
Pleasanton [11]	\$31,060	\$14,362	\$45,422
DSRSD (Dublin) [12]	\$43,403	\$16,169	\$59,572

[1] Wastewater fee includes a combined sewer development fee effective 7/1/2021 and the Sacramento Regional County Sanitation District (Regional San) treatment fee effective 7/1/2019.

[2] Fees effective FY2021-22. Water fees include a water connection fee plus a 3.5% administration fee and a Delta Water Supply Project Surface Water Supply fee. Wastewater fee is for the Westside Project C service area plus a 3.5% administrative fee.

[3] Fees last updated in 2009. Water fee includes supply wells, storage, and transmission system fees. Wastewater fee includes a collection system fee and a connection fee.

[4] Water fee effective 11/01/21. Fee varies based on development area. Fee shown is for San Marco A&M (Zone 2). Sewer fee effective 11/01/21. Wastewater treatment is provided by Delta Diablo Sanitation District, which updated fees 7/28/21.

[5] City of Antioch water and sewer connection fees effective 07/01/21. Water fees include a treated water capacity fee and a water capacity fee. Wastewater capacity fee includes a City sewer connection fee and a wastewater treatment fee from the Delta Diablo Sanitation District updated 7/28/21.

[6] Water fees effective 1/1/20. Water fee includes a Well Water PFIP for wells and distribution lines and a debt service fee. Sewer fee includes a connection charge effective 12/3/03, a Manteca Water Quality Control Facility (Manteca WQCF) Phase 3 completion charge effective 7/20/09, and a sewer public facilities implementation program fee effective 1/1/20. Wastewater fees based on low density residential in Zone 22. The Manteca WQCF added denitrification May 2006 and tertiary filters September 2007.

[7] Fees effective 07/01/21. Fees shown for the East Lathrop service area. Fees vary for other development areas. The water connection fee includes a surface water supply fee and a water system buy-in fee. The wastewater connection fee includes a sewer collection fee and a fee for the Manteca-Lathrop Water Quality Control Facility. Fees include a 3% administrative fee.

[8] The water connection fee includes a distribution, supply, and treatment fee. The wastewater fee includes a conveyance fee (west service area) and a treatment plant fee. Fees shown are effective 07/01/20 for low density residential use.

[9] Fees effective 07/01/21.

[10] City of Oakley is served by the Ironhouse Sanitary District and the Diablo Water District. The Ironhouse Sanitary District fee is effective 01/01/22. The Diablo Water District fee is effective 9/1/20 and includes facility reserve charges for the West of Jersey Island Road service area, a Main Extension Reimbursement Assessment, and a Contra Costa Water District facilities reserve charge effective April 1, 2021.

[11] Fees effective 09/2/21. The water capacity fee includes a City water connection fee and a Alameda County Flood Control and Water Conservation District, Zone 7, water connection fee. The wastewater capacity fee includes a DSRSD sewer connection fee and a City sewer capacity fee.

[12] Dublin San Ramon Services District - Dublin service area. Fees effective July 1, 2021. The water capacity fee includes a DSRSD water capacity fee and an Alameda County Flood Control and Water Conservation District, Zone 7, water connection fee.

SECTION 2: LEGAL REQUIREMENTS AND METHODOLOGY

This section provides a review of the economic and legal foundations for capacity fees. The basic economic philosophy behind the imposition of capacity fees is that the costs of providing infrastructure should be paid by new development receiving the benefits of the infrastructure so that no one group subsidizes any other group (such as existing residents subsidizing improvements that only benefit new development). In establishing any fee or charge, achieving equity is one of the primary goals. In the case of development impact fees, this goal has been expressed in the form of “growth should pay for growth.”

2.1 Legal Requirements

Capacity fees (also called connection fees or development impact fees) must be assessed according to the requirements laid out in the Mitigation Fee Act (California Government Code Sections 66000 through 66025). This Act lays out five major requirements for imposing capacity fees. When determining fees, the Town must identify and document:

1. The purpose of the fee.
2. The use of the fee (including the facilities to be financed).
3. A reasonable relationship between the fee’s use and the type of development project on which it is imposed.
4. A reasonable relationship between the need for public facilities and the type of development projects on which fees are imposed.
5. A reasonable relationship between the amount of the fee and the cost or portion of the public facilities funded through fee revenue.

This report is intended to document and calculate the maximum justified water and wastewater capacity fees according to these provisions of the Mitigation Fee Act.

2.2 Fee Methodologies

There are several industry standard methodologies for calculating capacity fees and allocating appropriate costs to new development. The three most common methods are the buy-in method, the average cost method, and the expansion method. All three methods are used in this report when appropriate to allocate individual facility costs between existing connections and growth.

2.2.1 Buy-in Method

The buy-in concept is most appropriate for existing infrastructure that has excess capacity to serve new connections through buildout. This method is based on the premise that new development should pay an amount equal to the investment already made by existing ratepayers in the facilities. Once a new connection has paid its fee, the new connection becomes equivalent to existing ratepayers and shares the responsibility for existing facilities via the payment of rates, usage fees, or taxes, as appropriate.

Existing facilities and their value were determined from the District's water and sewer fixed asset list. The list was reviewed, and facilities that are not fully depreciated and have capacity to serve growth through buildout are included in the buy-in portion of the capacity fee. The value of existing facilities is calculated using the replacement cost new less depreciation (RCNLD) method (described further in Section 4.1). Facilities that have no available capacity, are fully depreciated, or are scheduled to be replaced in the District's capital improvement plan are excluded from the buy-in fee.

2.2.2 Average Cost Method

The average cost method is used when planned facilities will benefit both new development and existing users. It is appropriate when new facility standards will surpass the standards of existing facilities and all users will share the new facilities. Under this method, capacity fees are calculated based on the value of both existing and planned facilities divided by both existing and new demand. Most District capital improvements are allocated using the average cost method as they benefit both groups by providing capacity to all customers through buildout.

2.2.3 Expansion Method

The expansion method is recommended when planned facilities will serve only new development and would not be needed absent development (i.e., the project is "triggered" by growth). This method is appropriate for either entirely new facilities or expansions of existing facilities that are only needed due to new development. Fees are calculated based on the ratio of the cost of planned facilities that will serve new development to estimated demand or impact from new development. Clarifier no. 6 is an example of a facility allocated solely to growth based on the expansion method. Although the clarifier will provide redundancy to the existing wastewater system, the clarifier is triggered by growth and is needed to provide treatment to new connections.

SECTION 3: BUILDOUT CAPACITY

This report utilizes the buildout capacities established by the District’s water engineer Luhdorff & Scalmanini Consulting Engineers and wastewater engineer Stantec Consulting Services. The District has established a twenty-year planning horizon for the capacity fee update. Thus, future growth and capital improvement costs are estimated through 2041. All estimates are based on the best information available at the time of this report and all known projects are included. Growth in the District’s water demand is evaluated as the increase in average day demand expressed as gallons per day (gpd), gallons per minute (gpm), or million gallons per day (mgd). The design capacity of a typical single family dwelling unit (called an equivalent dwelling unit – EDU) is estimated to be approximately 403 gallons per day or 0.28 gpm per EDU. An EDU is defined as the amount of water used by a typical single family residential customer. Due to local and state water conservation requirements and/or drought conditions, actual water use may vary from year to year. However, 403 gallons per day per EDU is the capacity used in the engineering and design of Discovery Bay’s water system. Table 3 below provides the computational basis of a water EDU.

Table 3: Definition of a Water EDU Water and Sewer Capacity Fee Study 2022 Town of Discovery Bay Community Services District		
2020 Total Residential Water Usage [1]	783	Million gallons
2020 Total Residential Service Connections [2]	5,997	Service connections (SC)
Unit Water Demand per Service Connection [3] (equivalent to 1 EDU)	0.28	gal/min/SC
EDU Daily Water Usage [4]	403	gal/day
1 - Page 18, Technical Memorandum on Water System Demand by Luhdorff & Scalmanini Consulting Engineers, February 2021 2 - Page 2, Technical Memorandum on Water System Demand by Luhdorff & Scalmanini Consulting Engineers, February 2021 3 - Table 5, Technical Memorandum on Water System Demand by Luhdorff & Scalmanini Consulting Engineers, February 2021 4 - $(0.28 \text{ gal/min/SC}) \times (60 \text{ min/hr}) \times (24 \text{ hr/day})$		

The definition of a wastewater EDU is provided in Table 4. Based on current design standards, the typical flow of an EDU can be defined as 235 gpd. However, the District should also consider pollutant loading in its definition of an EDU, as pollutant loading is not affected by water conservation and decreased sewer flows. Provided below are the design standards for biological oxygen demand (BOD) and total kjeldahl nitrogen (TKN) per EDU and total loading through buildout.

**Table 4: Definition of a Wastewater EDU
Water and Sewer Capacity Fee Study 2022
Town of Discovery Bay Community Services District**

Flow per EDU [1] (can vary with water conservation)	235	gal/day
Load per EDU (not affected by water conservation)		
Buildout BOD Load [2]	3,738	lbs/day
BOD load per EDU	0.5490	lbs/day/EDU
Buildout TKN Load [2]	748	lbs/day
TKN load per EDU	0.1099	lbs/day/EDU

1 - Page 56, Wastewater Treatment Master Plan Update by Stantec Consulting Services, November 2019

2 -Table 2-3, Wastewater Treatment Master Plan Update by Stantec Consulting Services, November 2019

The 2019 Wastewater Treatment Master Plan Update provides expected growth in single family dwelling units and growth in commercial development in Discovery Bay’s service area through 2041. Table 5 provides a summary of this estimated growth expressed as wastewater EDUs.

**Table 5: Growth in Wastewater EDUs Through 2041
Water and Sewer Capacity Fee Study 2022
Town of Discovery Bay Community Services District**

Development Type	Units	Number	Projected Flow, gpd	EDUs (235 gpd/EDU)
Residential	Homes	1,208	283,880	1,208
Commercial	Acres	5	8,000	34
Business Park/Office	Acres	8.2	<u>16,400</u>	<u>70</u>
Total			308,280	1,312

Source: Table 5-11 of Wastewater Treatment Plant Master Plan Update by Stantec Consulting Services Inc., November 2019. Projected flows converted to EDUs based on 235 gallons per day per EDU.

Existing customers and the 2041 buildout projection are provided in Table 6. It is expected that the water utility will add about 1,900 EDUs and the wastewater utility will add about 1,300 EDUs in the next twenty years.

Table 6: Buildout Projection			
Water and Sewer Capacity Fee Study 2022			
Town of Discovery Bay Community Services District			
Water System			
Existing Demand [1]	3.016	mgd	79.6%
<u>Expected Growth FY2021 to FY2041</u>	<u>0.772</u>	mgd	<u>20.4%</u>
Buildout Demand [1]	3.788	mgd	100.0%
Present [2]	7,480	EDUs	
<u>Expected Growth FY2021 to FY2041 [3]</u>	<u>1,914</u>	EDUs	
Build-out	9,394	EDUs	
Wastewater System			
Present [4]	5,497	EDUs	80.7%
<u>Expected Growth FY2021 to FY2041</u>	<u>1,312</u>	EDUs	<u>19.3%</u>
Buildout	6,809	EDUs	100.0%
<p>1 - Per Luhdorff & Scalmanini Consulting Engineers updated estimates, February 2022. Existing and buildout demands calculated as: # EDUs x 0.28 gpm/EDU x 60 min/hr x 24 hr/day.</p> <p>2 - EDU estimates determined by Luhdorff & Scalmanini Consulting Engineers based on 2021 service connection totals</p> <p>3 - EDU growth estimates determined by Luhdorff & Scalmanini Consulting Engineers based on updated water demands for future developments</p> <p>4 - Page 56, Wastewater Treatment Master Plan Update by Stantec Consulting Services, November 2019</p>			

SECTION 4: COST OF FACILITIES

This section establishes the cost of facilities to be recovered in the capacity fees.

4.1 Buy-in to Existing Facilities

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

As a first step, the District’s fixed asset list was reviewed and edited to remove facilities or assets that are not appropriate for capacity fee recovery including items that have other cost recovery mechanisms (like water meters and developer reimbursements), assets that are fully depreciated, and assets that are scheduled to be replaced in the capital improvement plan.

The value of existing facilities was calculated using the Replacement Cost New Less Depreciation (RCNLD) method. The book cost of Town facilities less depreciation was escalated to present worth using the Engineering News Record’s Construction Cost Index for San Francisco for October 2021. The water system buy-in cost is \$1,057/EDU, see Table 7, and the wastewater system buy-in cost is \$6,455/EDU, see Table 8.

Table 7: Buy-in to Existing Water Facilities Water and Sewer Capacity Fee Study 2022 Town of Discovery Bay Community Services District	
Asset Category	RCNLD [1]
Buildings & Improvements	\$221,837
Land [2]	\$132,000
Office Furniture & Equipment	\$22,774
Vehicles	\$24,087
Equipment	\$35,161
Newport Water Treatment Plant	\$2,955,170
Willow Lake Water Treatment Plant	\$2,891,943
Other Treatment and Transmission	<u>\$3,646,018</u>
Total	\$9,928,990
Buildout EDUs	9,394
Buy-in Cost (\$/EDU)	\$1,057
1 - Original cost less depreciation adjusted to current construction cost. 2 - Land does not depreciate. Original book cost shown.	

**Table 8: Buy-in to Existing Wastewater Facilities
Water and Sewer Capacity Fee Study 2022
Town of Discovery Bay Community Services District**

Asset Category	RCNLD [1]
Buildings & Improvements	\$373,309
Land [2]	\$175,000
Office Furniture & Equipment	\$35,378
Vehicles	\$35,668
Equipment	\$43,959
Newport Lift Station	\$1,626,609
Collection and Treatment	\$35,041,447
Biosolids Handling	\$4,171,982
Discharge Pipeline	\$2,449,035
Total	\$43,952,387
Buildout EDUs	6,809
Buy-in Cost	\$6,455

1 - Original cost less depreciation adjusted to current construction cost.
2 - Land does not depreciate. Original book cost shown.

4.2 Allocation of Future Planned Facilities

Table 9 and Table 10 provide the Town’s water and sewer 20-year capital improvement lists and allocate project costs between existing customers and growth based on project benefit. Project benefit was determined based on the professional judgement of Luhdorff & Scalmanini Consulting Engineers and Stantec Consulting Services. The capital improvement plans have only one project, Clarifier no. 6, that is 100% allocated to growth as it is needed to expand capacity for new development. Based on the buildout projections in Table 6, most other projects are allocated either 79.6% to existing connections and 20.4% to growth based on expected water demand through buildout (2041) or 80.7% to existing connections and 19.3% to growth based on sewer system buildout conditions. Projects allocated via this method will benefit both groups by maintaining capacity in the systems over the next twenty years. A small number of projects are allocated solely to existing customers. These projects repair existing deficiencies and do not maintain or establish capacity for new connections. Costs allocated to existing connections will be funded through rate revenues and costs allocated to future connections will be funded through capacity fee revenues.

**Table 9: Allocation of Water Capital Improvement Costs
Water and Sewer Capacity Fee Study 2022
Town of Discovery Bay Community Services District**

Capital Improvement Projects	Total Cost	Existing Demand	Future Demand	Existing Demand	Future Demand	Project Benefit [1]
Water Supply Wells						
Well 8 (New) - well and standalone treatment plant	\$4,800,000	79.6%	20.4%	\$3,822,000	\$978,000	buildout
Well 5A (Abandon) - destroy well and decommission site	\$200,000	100.0%	0.0%	\$200,000	\$0	repair
Well 1B (Replace) - New well onsite, major upgrades	\$2,250,000	79.6%	20.4%	\$1,791,600	\$458,400	buildout
Well 2 (Upgrade) - Replace electrical panel and motor	\$150,000	79.6%	20.4%	\$119,400	\$30,600	buildout
Well 6 (Rehab and Upgrade) - THM corrections	\$250,000	79.6%	20.4%	\$199,100	\$50,900	buildout
Well 4A (Rehab) - every 5 years until replacement	\$450,000	79.6%	20.4%	\$358,300	\$91,700	buildout
Well 4A (Replace) - New well onsite, minor upgrades pump	\$1,500,000	79.6%	20.4%	\$1,194,400	\$305,600	buildout
Well 7 (Rehab and Upgrade) - Rehab & replace components	\$300,000	79.6%	20.4%	\$238,900	\$61,100	buildout
Well Site Replacement (Contingency) - most likely Well 2	\$3,000,000	79.6%	20.4%	\$2,388,800	\$611,200	buildout
Willow Lake Water Treatment Plant						
Filters A, B, C (Rehab) - repair vessel and coating	\$375,000	79.6%	20.4%	\$298,600	\$76,400	buildout
Filters A, B, C (Rehab) - replace media every 10 years	\$600,000	79.6%	20.4%	\$477,800	\$122,200	buildout
Filters A, B (Replacement) - after service life	\$1,200,000	79.6%	20.4%	\$955,500	\$244,500	buildout
Storage Tanks A, B, C - inspect and clean every 5 years	\$200,000	100.0%	0.0%	\$200,000	\$0	repair
Booster Pump, Jockey Pump, Reclaim Pump	\$320,000	79.6%	20.4%	\$254,800	\$65,200	buildout
VFDs for 4x Booster Pumps	\$300,000	79.6%	20.4%	\$238,900	\$61,100	buildout
Electrical Switchgear Upgrade	\$200,000	79.6%	20.4%	\$159,300	\$40,700	buildout
SCADA Upgrade	\$150,000	79.6%	20.4%	\$119,400	\$30,600	buildout
Chemical System Upgrade	\$100,000	79.6%	20.4%	\$79,600	\$20,400	buildout
Diesel Generator Replacement	\$400,000	79.6%	20.4%	\$318,500	\$81,500	buildout
Station Pipe Repair - pipe, valves, instrumentation	\$100,000	79.6%	20.4%	\$79,600	\$20,400	buildout
Site Upgrade: automatic gate taller fence, paving	\$350,000	79.6%	20.4%	\$278,700	\$71,300	buildout
Building Repairs - roofing and painting	\$50,000	100.0%	0.0%	\$50,000	\$0	repair

Capital Improvement Projects	Total Cost	Existing Demand	Future Demand	Existing Demand	Future Demand	Project Benefit [1]
Newport Drive Water Treatment Plant						
Filters A, B (Rehab) - repair vessel and coating	\$150,000	79.6%	20.4%	\$119,400	\$30,600	buildout
Filters A, B (Rehab) - replace media every 10 years	\$375,000	79.6%	20.4%	\$298,600	\$76,400	buildout
Filters A, B (Replacement) - after service life	\$1,000,000	79.6%	20.4%	\$796,300	\$203,700	buildout
Storage Tank Inspection and Cleaning	\$200,000	100.0%	0.0%	\$200,000	\$0	repair
Booster Pump, Jockey Pump, Reclaim Pump (Replacement)	\$400,000	79.6%	20.4%	\$318,500	\$81,500	buildout
VFDs for 4x Booster Pumps	\$300,000	79.6%	20.4%	\$238,900	\$61,100	buildout
Electrical Switchgear Upgrade	\$200,000	79.6%	20.4%	\$159,300	\$40,700	buildout
SCADA Upgrade	\$150,000	79.6%	20.4%	\$119,400	\$30,600	buildout
Chemical System Upgrade	\$100,000	79.6%	20.4%	\$79,600	\$20,400	buildout
Diesel Generator Replacement	\$400,000	79.6%	20.4%	\$318,500	\$81,500	buildout
Station Pipe Repair - pipe, valves, instrumentation	\$100,000	79.6%	20.4%	\$79,600	\$20,400	buildout
Site Upgrade - automatic gate (0-5yr), paving(10-20 yr)	\$275,000	79.6%	20.4%	\$219,000	\$56,000	buildout
Building Repairs - roofing and painting	\$120,000	100.0%	0.0%	\$120,000	\$0	repair
Water Distribution System						
Mainline Replacement - 13 miles AC pipe older > 40 years	\$13,000,000	79.6%	20.4%	\$10,351,300	\$2,648,700	buildout
Underwater Crossings (11 total) - replace with HDD	\$4,000,000	79.6%	20.4%	\$3,185,000	\$815,000	buildout
Cathodic Protection Systems	<u>\$250,000</u>	79.6%	20.4%	<u>\$199,100</u>	<u>\$50,900</u>	buildout
Total Water Project Costs	\$38,265,000			\$30,625,700	\$7,639,300	
			Expected Growth FY2021 to FY2041		1,914	EDUs
			Water New Facility Fee		\$3,991	\$/EDU
1 - Buildout projects are allocated 79.6% to existing connections and 20.4% to future connections (see Table 6). Repair projects are allocated 100% to existing connections. Expansion projects are allocated 100% to future connections.						

**Table 10: Allocation of Wastewater Capital Improvement Costs
Water and Sewer Capacity Fee Study 2022
Town of Discovery Bay Community Services District**

Capital Improvement Projects	Total Cost	Existing EDUs	Future EDUs	Existing EDUs	Future EDUs	Project Benefit [1]
Wastewater Lift Station Improvements						
Lift Station(s) 2018-2019, 2019-2021	\$50,000	100%	0%	\$50,000	\$0	repair
Lift Station(s) R, J, S, D	\$600,000	100%	0%	\$600,000	\$0	repair
Lift Station(s) E	\$700,000	100%	0%	\$700,000	\$0	repair
Lift Station(s) A, C, H	\$300,000	100%	0%	\$300,000	\$0	repair
Village I, II, III, IV Rehab	\$1,000,000	100%	0%	\$1,000,000	\$0	repair
Wastewater System & Maintenance						
Plant 2 RAS & WAS Pumping System- Covering Structure	\$157,000	80.7%	19.3%	\$126,800	\$30,200	buildout
Replace Lagoon Dredge & Conduits	\$166,294	100%	0%	\$166,300	\$0	repair
Outfall Diffuser Engineers Report & Permitting	\$45,000	80.7%	19.3%	\$36,300	\$8,700	buildout
Outfall Diffuser Repairs	\$786,000	80.7%	19.3%	\$634,600	\$151,400	buildout
VacTruck Pump Station for the lagoons	\$100,000	100%	0%	\$100,000	\$0	repair
Other Master Plan Projects						
Solids Handling Improvements	\$180,000	100%	0%	\$180,000	\$0	repair
WAS Pumps and Check Valves Replacement	\$107,000	100%	0%	\$107,000	\$0	repair
Mainline Piping Replacement						
235 feet of pipe (Lakeview Business Plaza from Cherry Hills)	\$250,000	100%	0%	\$250,000	\$0	repair
Master Plans						
Wastewater Master Plan	\$200,000	80.7%	19.3%	\$161,500	\$38,500	buildout
O&M Manual update after the completion of Denitrification	\$100,000	80.7%	19.3%	\$80,700	\$19,300	buildout
Equipment						
Vac Truck - Replacement or Additions EPA Adaptations	\$600,000	100%	0%	\$600,000	\$0	repair
Solar Dryer Panel Replacement	\$788,000	80.7%	19.3%	\$638,800	\$151,800	buildout

Capital Improvement Projects	Total Cost	Existing EDUs	Future EDUs	Existing EDUs	Future EDUs	Project Benefit [1]
New Items						
Rehab and Recoat Manholes in Cheery Hills and on Newport Line	\$400,000	100%	0%	\$400,000	\$0	repair
Recoat Influent Pump Station	\$150,000	80.7%	19.3%	\$121,100	\$28,900	buildout
Replace Pump Station W and MH- 1	\$2,000,000	80.7%	19.3%	\$1,614,700	\$385,300	buildout
Plant No. 2 - Add Grit Removal	\$2,000,000	80.7%	19.3%	\$1,614,700	\$385,300	buildout
Plant No. 2 - Replace Clarifier No. 3	\$500,000	80.7%	19.3%	\$403,700	\$96,300	buildout
Plant No. 2 - Replace weirs and scum baffles at clarifiers No. 4 & 5	\$200,000	80.7%	19.3%	\$161,500	\$38,500	buildout
Plant No. 2 - Refurbish Filter System	\$1,000,000	80.7%	19.3%	\$807,300	\$192,700	buildout
Plant No. 2 - Replace UV System	\$1,000,000	80.7%	19.3%	\$807,300	\$192,700	buildout
Plant No. 2 - Replace Belt Press No. 1	\$500,000	80.7%	19.3%	\$403,700	\$96,300	buildout
Plant No. 2 - Replace Moles	\$320,000	80.7%	19.3%	\$258,300	\$61,700	buildout
Plant No. 2 - Redo Electrical in Solar Dryer A & B	\$150,000	80.7%	19.3%	\$121,100	\$28,900	buildout
Plant No. 2 - Replace SCADA System	\$300,000	80.7%	19.3%	\$242,200	\$57,800	buildout
Plant No. 2 - Replace Standby Generator	\$250,000	80.7%	19.3%	\$201,800	\$48,200	buildout
Plant No. 2 - Replace Solar Bees in Lagoons	\$100,000	80.7%	19.3%	\$80,700	\$19,300	buildout
Clarifier No. 6	\$1,500,000	0.0%	100.0%	\$0	\$1,500,000	expansion
Total Wastewater Project Costs	\$16,499,294			\$12,967,500	\$3,531,800	
			Expected Growth FY2021 to FY2041		1,312	EDUs
			Wastewater New Facility Fee		\$2,692	\$/EDU
1 - Buildout projects are allocated 80.7% to existing connections and 19.3% to future connections (see Table 6). Repair projects are allocated 100% to existing connections. Expansion projects are allocated 100% to future connections.						

In addition to the capital improvements shown on the prior page, the District has determined a project cost of approximately \$20 million for denitrification facilities. These facilities will benefit both existing customers and growth through buildout. It is expected that existing customers will use a combination of rate-funded reserves and a new bond issuance to cover their share. It is expected that the future customer portion will be bond-funded with debt service paid via capacity fees collected over time. Financing costs were estimated by the District. Table 11 calculates a denitrification fee of \$3,657.

Table 11: Denitrification Costs Water and Sewer Capacity Fee Study 2022 Town of Discovery Bay Community Services District	
Project Cost	\$19,924,300
Allocation to Growth	19.3%
Amount to be Financed	\$13,000,000
Annual Debt Service Estimate [1]	\$830,000.00
Total Debt Service Over Life of the Debt (30 years) [1]	\$24,900,000
Total Debt Service Allocated to Growth	\$4,797,383
Expected Growth FY2021 to FY2041	1,312
Denitrification Fee (\$/EDU)	\$3,657
1 - Debt service estimate determined by TODBCSD	

SECTION 5: FEE CALCULATION

This section provides the combined total fees for the water and wastewater systems.

5.1 Recommended Fees

Table 12 provides the total proposed water capacity fee. The buy-in fee is added to the new facilities fee to equal a total residential water capacity fee of \$5,048/EDU. The District should determine non-residential capacity fees based on each customer’s estimated demand. Capacity fees for non-residential customers can be calculated by scaling their estimated demand to 403 and multiplying by \$5,048. Table 12 provides an example of a fee scaled for a customer with 1,000 gal/day average demand.

Table 12: Water Capacity Fee Calculation Water and Sewer Capacity Fee Study 2022 Town of Discovery Bay Community Services District		
Residential Capacity Fee		
Buy-in Capacity Fee per EDU	\$1,057	Table 7
New Facility Fee per EDU	<u>\$3,991</u>	Table 9
Total Fee (403 gal/day avg day demand)	\$5,048	
Example Nonresidential Capacity Fee		
Buy-in Capacity Fee	\$2,623	
New Facility Fee	<u>\$9,903</u>	
Total Fee (1,000 gal/day avg day demand) [1]	\$12,526	
1 - \$5,048 x (1,000 gal/403 gal)		

Table 13 calculates the proposed wastewater capacity fee. The buy-in, new facilities, and denitrification fees are summed to a total proposed residential fee of \$12,804/EDU. When a new non-residential customer connects to the system, capacity fees should be calculated on an individual basis. The District can scale the fee using either the flow of a typical EDU or the pollutant loading shown in Table 4. Table 13 provides an example nonresidential capacity fee scaled based on 1,000 gal/day average flow.

Table 13: Wastewater Capacity Fee Calculation
Water and Sewer Capacity Fee Study 2022
Town of Discovery Bay Community Services District

Residential Capacity Fee		
Buy-in Capacity Fee per EDU	\$6,455	Table 8
New Facility Fee per EDU	\$2,692	Table 10
Denitrification Fee per EDU	<u>\$3,657</u>	Table 11
Total Fee (235 gal/day avg day flow)	\$12,804	
Example Nonresidential Capacity Fee		
Buy-in Capacity Fee	\$27,468	
New Facility Fee	\$11,455	
Denitrification Fee	<u>\$15,562</u>	
Total Fee (1,000 gal/day avg day flow) [1]	\$54,485	
1 - \$12,804 x (1,000 gal/235 gal)		

Table 14 provides a comparison of the current and proposed capacity fees for residential customers. The combined water and wastewater capacity fee per EDU is proposed to increase from \$16,880 to \$17,852.

Table 14: Current and Proposed Fee Comparison
Water and Sewer Capacity Fee Study 2022
Town of Discovery Bay Community Services District

Fees	Current	Proposed	
Water Capacity Fee per EDU	\$4,850	\$5,048	Table 12
Wastewater Capacity Fee per EDU	<u>\$12,030</u>	<u>\$12,804</u>	Table 13
Total per EDU	\$16,880	\$17,852	

5.2 Implementation

Capacity fees are collected at the time of connection to the District's water and wastewater systems. To ensure continued adequate implementation of the fee, the District should:

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



Town of Discovery Bay

“A Community Services District”

STAFF REPORT

Meeting Date

March 2, 2022

Prepared By: Michael R. Davies, Interim Asst. General Manager
Submitted By: Michael R. Davies, Interim Asst. General Manager

Agenda Title

Discussion and Possible Action Regarding Approval of a Second Amended and Restated Memorandum of Understanding with Seven other GSAs for Implementation of a Groundwater Sustainability Plan for the East Contra Costa Subbasin.

Recommended Action

Authorize the General Manager to execute and carryout the terms of the attached “Second Amended and Restated Memorandum of Understanding – Implementation of a Groundwater Sustainability Plan for the East Contra Costa County Subbasin, (DWR Basin 5-22.19, San Joaquin Valley)” with the GSA’s of City of Antioch, Byron-Bethany Irrigation District, Contra Costa Water District, Contra Costa County, Diablo Water District, East Contra Costa Irrigation District, and City of Brentwood.

Executive Summary

The Sustainable Groundwater Management Act (“SGMA”), effective January 1, 2015, established a framework of priorities and requirements to facilitate sustainable groundwater management throughout the State of California. The legislative intent of the SGMA is for groundwater to be managed in California’s groundwater basins by local public agencies and Groundwater Sustainability Agencies (“GSA”).

Discovery Bay’s service area did overlay a portion of the Tracy Subbasin in East Contra Costa County, which was identified by the State as Basin 5-22.15 San Joaquin Valley. On April 5, 2017, the Board adopted Resolution No. 2017-07 approving the formation of Discovery Bay as a GSA and authorized the General Manager to execute a Memorandum of Understanding (“MOU”) with the GSAs of City of Antioch, City of Brentwood, Byron-Bethany Irrigation District, Contra Costa Water District, Contra Costa County, Diablo Water District, and East Contra Costa Irrigation District (collectively “Parties”) to adopt and implement a Groundwater Sustainability Plan (“GSP”). On May 9, 2017, the Parties entered into an MOU to develop a GSP for the East Contra Costa County Portion of the Tracy Subbasin and to split the costs evenly. On November 5, 2017, the Board authorized the General Manager to execute and carryout the terms of a First Amendment to the MOU to retain the continued services of Luhdorff and Scalmanini (“Consultant”) for the preparation of the GSP, and to provide the methodology for sharing equally in the cost. The First Amendment to the MOU was fully executed by the parties on November 16, 2017.

On September 11, 2018, application was made to the California Department of Water Resources (“DWR”) to split the Tracy Subbasin along the Contra Costa – San Joaquin County Line (Basin Boundary Modification Request). On February 11, 2019, DWR approved the modification request. Discovery Bay’s groundwater is now located (along with the other GSA signatories to the First Amendment to the MOU), in the now designated “East Contra Costa Subbasin.” This basin is designated a “medium-priority” basin. On February 5, 2020, the Board approved an Amended and Restated MOU that recognizes the Basin Boundary change to the “East Contra Costa Subbasin.” On October 22, 2021, the Discovery Bay Board Adopted and Approved the final GSP via Resolution 2021-16. On January 25, 2022, DWR acknowledged submission of the final GSP, which is currently under their review.

The First Amended and Restated MOU addressed GSP development. The Parties now desire to enter into a Second Amended and Restated MOU for Implementation of the Groundwater Sustainability Plan for the East Contra Costa Subbasin so as to share in the costs of administering and implementing the Basin GSP within their jurisdictions, including consultants.

Previous Relevant Board Actions for This Item

April 5, 2017 Formation of GSA and Authorization to Execute MOU.

November 5, 2017- Authorization to Execute a First Amendment to the MOU
February 5, 2020 – Approved an Amended and Restated MOU – Basin Boundary Change
October 22, 2021 – Adoption and Approval of the Final GSP via Resolution 2021-16

Attachments

SGMA GSP Initial Notification Submission Confirmation
Proposed Second Amended and Restated MOU - Implementation of a GSP for ECC Subbasin

AGENDA ITEM: F1

1 **SECOND AMENDED AND RESTATED**
2 **MEMORANDUM OF UNDERSTANDING**
3

4 **Implementation of a Groundwater Sustainability Plan**
5 **for the East Contra Costa Subbasin, (DWR Basin 5-22.19, San Joaquin Valley)**
6

7 This Second Amended and Restated Memorandum of Understanding for the
8 Implementation of a Groundwater Sustainability Plan for the East Contra Costa Subbasin, (DWR
9 Basin 5-22.19, San Joaquin Valley) (“**MOU**”) is entered into and effective this ____ day of
10 _____, 2022 (“**Effective Date**”) by and among the City of Antioch (“**Antioch**”),
11 City of Brentwood (“**Brentwood**”), Byron-Bethany Irrigation District (“**BBID**”), Contra Costa
12 Water District (“**CCWD**”), Contra Costa County (“**County**”), Diablo Water District (“**DWD**”),
13 East Contra Costa Irrigation District (“**ECCID**”), and Discovery Bay Community Services District
14 (“**Discovery Bay**”). Each of the foregoing parties to this MOU is sometimes referred to herein as
15 a “**Party**” and are collectively sometimes referred to as the “**Parties.**”

16 Recitals

17 A. In September 2014, the California Legislature enacted the Sustainable Groundwater
18 Management Act of 2014 (“**SGMA**”), which established a statewide framework for the sustainable
19 management of groundwater resources. That framework focuses on granting new authorities and
20 responsibility to local agencies while holding those agencies accountable. The framework also
21 provides for state intervention where a local agency fails to develop a groundwater sustainability
22 plan in a timely manner.

23 B. The East Contra Costa Subbasin (“**Basin**”) is referred to as DWR Basin 5-22.19,
24 San Joaquin Valley, and is shown on the map attached hereto as Exhibit A and incorporated herein
25 by reference as if set forth in full. The Basin is located in eastern Contra Costa County. The
26 Parties collectively overlie the entirety of the Basin.

27 C. Under SGMA, one or more local agencies may form a groundwater sustainability
28 agency (“**GSA**”), by memorandum of agreement, joint exercise of powers agreement, or other
29 agreement. (Wat. Code, §§ 10723(a), 10723.6.) Through the First Amended and Restated MOU,
30 the Parties agreed that each Party would be the GSA within all or a portion of that Party’s
31 boundary. The Parties further agreed to develop a governance structure for the Basin to be
32 considered during development of the groundwater sustainability plan (a “**GSP**”) for the Basin
33 (the “**Basin GSP**”). The Parties further agreed to resolve areas of jurisdictional overlap so that no
34 two Parties serve as GSAs over the same area. The Parties entered into the First Amended and
35 Restated MOU to coordinate the Parties’ activities related to each Party becoming a GSA,
36 development of the Basin GSP, and each Party’s future consideration of whether to adopt the Basin
37 GSP.

38 D. The Parties’ consultant developed a proposed Basin GSP dated October 15, 2021.
39 Each Party has fully satisfied its financial obligations with respect to Basin GSP development prior
40 to submittal to California Department of Water Resources (“**DWR**”) for review, as set forth in the
41 First Amended and Restated MOU.

42 E. Each Party has adopted, or will soon consider adopting, the Basin GSP, for
43 implementation by that Party as the GSA within that Party’s jurisdiction, as specified under this
44 MOU. Following the adoption of the Basin GSP by all Parties, the Basin GSP will be submitted
45 to DWR. If DWR requires any changes to the Basin GSP prior to acceptance, the Parties will

46 share in the cost of those changes, as described in this Second Amended and Restated MOU. The
47 Parties also desire to share in the costs of administering and implementing the Basin GSP within
48 their jurisdictions, including costs charged for implementation activities by Luhdorff and
49 Scalmanini (“**Implementation Consultant**”), which will administer and implement the Basin
50 GSP on behalf of the Parties. To ensure each Party can satisfy its legal obligations as the GSA
51 within that Party’s jurisdiction, the Parties further desire to clarify that each Party is authorized to
52 direct the activities of the Implementation Consultant, and that each Party will be responsible for
53 sharing the costs of the Implementation Consultant’s activities, as further described herein. No
54 Party intends to delegate to the Implementation Consultant, under this Second Amended and
55 Restated MOU or otherwise, any discretionary decisions or actions of that Party.

56 F. The Parties desire to continue to collaborate in an effort to ensure sustainable
57 groundwater management for the Basin, and to manage the groundwater basin as efficiently as
58 practicable balancing the financial resources of the agencies with the principles of effective and
59 safe groundwater management, while retaining groundwater management authority within their
60 respective jurisdictions. The Parties desire to continue to share responsibility for Basin
61 management under SGMA. The Parties recognize that the key to success in this effort will be the
62 coordination of activities under SGMA, and the collaborative implementation and administration
63 of the Basin GSP following its adoption.

64 G. The Basin has been designated by DWR as a medium-priority groundwater basin,
65 which, under the terms of SGMA, means that the Parties must submit a Basin GSP to DWR by
66 January 31, 2022, following adoption of the Basin GSP by each Party.

67 H. This Second Amended and Restated MOU amends and restates the original
68 Memorandum of Understanding, dated May 9, 2017, as previously amended and restated. This

69 Second Amended and Restated MOU also recognizes changes that reflect DWR's determination
70 that, for purposes of SGMA, the Basin is separate and distinct from other portions of the Tracy
71 Subbasin located in San Joaquin and Alameda Counties. The Basin is located entirely within
72 Contra Costa County. The Parties wish to memorialize and restate their commitments by means
73 of this MOU.

74

75

Understandings

76 1. *Term.* The term of this MOU begins on the Effective Date, which shall occur upon
77 execution of this MOU by all eight of the parties, and this MOU shall remain in full force and
78 effect until the earliest of the following events the date upon which the Parties that are then party
79 to the MOU execute a document jointly terminating the provisions of this MOU. An individual
80 Party's obligations under this MOU terminate when the Party withdraws from the MOU in
81 accordance with Section 4.

82 2. *Adoption and Implementation of Basin GSP.*

83 a. *Approval of the Basin GSP; Submission to DWR.* Within 45 days after the
84 completion of the Basin GSP, each Party will cause its governing body to consider adopting the
85 Basin GSP. The Parties agree that the Basin GSP will become effective for each Party on the date
86 that the last of the Parties adopts the Basin GSP. The Parties will submit their approvals and the
87 Basin GSP to DWR no later than January 31, 2022, in accordance with Water Code section
88 10720.7. If permitted by DWR, the Parties' authorized representatives may designate a single
89 Party's authorized representative, or the Consultant, to satisfy the Basin GSP submission
90 requirements.

91 b. *Shared Administration and Implementation.* Following the adoption of the Basin
92 GSP by all Parties, each Party will be responsible for administering and implementing the Basin
93 GSP within that Party’s jurisdiction. No Party delegates, nor shall it be deemed to have
94 delegated, to any other Party or consultant, under this MOU or otherwise, any discretion that is
95 vested in that Party.

96 c. *Contracting with Implementation Consultant.* As more particularly described in
97 the Basin GSP, certain Basin GSP implementation activities can be undertaken jointly, and the
98 Parties agree to cooperate to jointly implement those activities. The Parties agree that
99 Brentwood will enter into a services contract (“**Implementation Contract**”) with the
100 Implementation Consultant to perform Basin GSP joint implementation activities, as described in
101 Section 9.2 of the Basin GSP, and as more particularly described in the Implementation Budget
102 attached hereto and incorporated herein as Exhibit B, as may be amended from time to time.
103 Brentwood will ensure that the Implementation Contract names each Party as a third-party
104 beneficiary under the contract with authority to provide direction on the Implementation
105 Consultant’s activities.

106 d. *Sharing and Accounting for Implementation Costs.*

107 (1) *Cost-Share.* Each Party will pay an equal share of the costs associated
108 with implementing the Basin GSP actually incurred under the Implementation Contract
109 (“**Implementation Costs**”). Notwithstanding anything to the contrary herein, no Party’s share
110 of the Implementation Costs shall exceed \$40,000 in any 12-month period (“**Annual**
111 **Maximum**”) without the advance written approval of that Party. Beginning January 1, 2023,
112 and on each January 1 thereafter, the Annual Maximum shall increase by any cost escalator
113 included in the Implementation Contract to allow for increases in the Implementation

114 Consultant's fees and charges; and if the fees and charges increase by fixed amounts, the cost
115 escalator shall be the percentage change in the fees and charges. Notwithstanding anything to
116 the contrary herein, no Party's proportional share of the cost to complete a five-year update to
117 the Basin GSP shall exceed \$75,000 without the advance written approval of that Party.

118 (2) *Annual Review of Implementation Cost Budget.* At least 60 days prior to
119 the start of a calendar year, the Parties' authorized representatives will meet to review and
120 endeavor to agree on the estimated Implementation Costs that are expected to be incurred in that
121 calendar year. While a Party may withhold its consent to the estimated Implementation Costs,
122 each Party shall remain obligated to pay its proportional share of those costs unless the Party
123 withdraws from this MOU in accordance with Section 4.

124 (3) *Payment and Invoicing.* Brentwood shall, upon receipt of the
125 Implementation Consultant's monthly invoices, pay the Implementation Consultant for services
126 rendered during the previous month. Brentwood will promptly provide invoices to the other
127 Parties identifying each Party's equal share of the cost of the Implementation Consultant's
128 previous month's work, and, subject to the provisions of Section 2(d)(1), each other Party shall
129 pay its equal share of the Implementation Consultant's costs stated on the invoice within 30 days
130 after receipt of the invoice from Brentwood.

131 (4) *Other Costs.* Except for those Implementation Costs that will be shared
132 by the Parties under this Section 3, each Party shall be solely responsible for all costs connected
133 with any activities that Party performs as the GSA within that Party's jurisdiction, as more
134 particularly shown in Exhibit A. However, if DWR requires any changes to the Basin GSP prior
135 to acceptance, each Party shall pay an equal share of the costs for Luhdorff and Scalmanini to
136 make those changes; and those costs shall be invoiced to the Parties by Brentwood, and paid by

137 the Parties, in the same manner as Implementation Costs under Section 2(d)(1). The costs to
138 make those changes to the Basin GSP prior to acceptance by DWR are in addition to, and shall
139 not be included in, the Annual Maximum referenced in Section 2(d)(1).

140 3. *Savings Provisions.* This MOU shall not operate to validate or invalidate, modify or affect
141 any Party's water rights or any Party's obligations under any agreement, contract or memorandum
142 of understanding/agreement entered into prior to the effective date of this MOU. Nothing in this
143 MOU shall operate to convey any new right to groundwater to any Party. Each Party to this MOU
144 reserves any and all claims and causes of action respecting its water rights and/or any agreement,
145 contract or memorandum of understanding/agreement; any and all defenses against any water
146 rights claims or claims under any agreement, contract or memorandum of
147 understanding/agreement.

148 4. *Withdrawal.* Any Party shall have the ability to withdraw from this MOU by providing
149 sixty (60) days written notice of its intention to withdraw. Said notice shall be given to each of the
150 other Parties.

151 a. A Party shall not be fiscally liable for Implementation Costs that accrue following
152 its withdrawal from this MOU, provided that the Party provides written notice at least sixty (60)
153 days prior to the effective date of the withdrawal. A withdrawal shall not terminate, or relieve the
154 withdrawing Party from, any express contractual obligation to another Party to this MOU or to any
155 third party incurred or encumbered prior to the withdrawal.

156 b. In the event of a Party's withdrawal, this MOU shall continue in full force and effect
157 among the remaining Parties. Further, a Party's withdrawal from this MOU does not, without
158 further action by that Party, have any effect on the withdrawing Party's decision to be a GSA. A

159 withdrawing Party shall coordinate the implementation and administration of its groundwater
160 sustainability plan with the other Parties to this MOU.

161 5. *CEQA*. Nothing in this MOU commits any Party to undertake any future discretionary
162 actions referenced in this MOU, including but not limited to electing to become a GSA and
163 adopting the Basin GSP. Each Party, as a lead agency under the California Environmental Quality
164 Act (“*CEQA*”), shall be responsible for complying with all obligations under *CEQA* that may
165 apply to the Party’s future discretionary actions pursuant to this MOU, including electing to
166 become a GSA and adopting the Basin GSP.

167 6. *Books and Records*. Each Party shall have access to and the right to examine any of the
168 other Party’s pertinent books, documents, papers or other records (including, without limitation,
169 records contained on electronic media) relating to the performance of that Party’s obligations
170 pursuant to this MOU, provided that nothing in this paragraph shall be construed to operate as a
171 waiver of any applicable privilege and provided further that nothing in this paragraph shall be
172 construed to give any Party rights to inspect the another Party’s records in excess of the rights
173 contained in the California Public Records Act.

174 7. *General Provisions*

175 a. *Authority*. Each signatory of this MOU represents that s/he is authorized to execute
176 this MOU on behalf of the Party for which s/he signs. Each Party represents that it has legal
177 authority to enter into this MOU and to perform all obligations under this MOU.

178 b. *Amendment*. This MOU may be amended or modified only by a written instrument
179 executed by each of the Parties to this MOU.

180 c. *Jurisdiction and Venue.* This MOU shall be governed by and construed in
181 accordance with the laws of the State of California, except for its conflicts of law rules. Any suit,
182 action, or proceeding brought under the scope of this MOU shall be brought and maintained to the
183 extent allowed by law in the County of Contra Costa, California.

184 d. *Headings.* The paragraph headings used in this MOU are intended for convenience
185 only and shall not be used in interpreting this MOU or in determining any of the rights or
186 obligations of the Parties to this MOU.

187 e. *Construction and Interpretation.* This MOU has been arrived at through
188 negotiations and each Party has had a full and fair opportunity to revise the terms of this MOU.
189 As a result, the normal rule of construction that any ambiguities are to be resolved against the
190 drafting Party shall not apply in the construction or interpretation of this MOU.

191 f. *Entire Agreement.* This MOU constitutes the entire agreement of the Parties with
192 respect to the subject matter of this MOU and supersedes any prior oral or written agreement,
193 understanding, or representation relating to the subject matter of this MOU.

194 g. *Partial Invalidity.* If, after the date of execution of this MOU, any provision of this
195 MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during
196 the term of this MOU, such provision shall be fully severable. However, in lieu thereof, there shall
197 be added a provision as similar in terms to such illegal, invalid or unenforceable provision as may
198 be possible and be legal, valid and enforceable.

199 h. *Waivers.* Waiver of any breach or default hereunder shall not constitute a
200 continuing waiver or a waiver of any subsequent breach either of the same or of another provision

201 of this MOU and forbearance to enforce one or more of the remedies provided in this MOU shall
202 not be deemed to be a waiver of that remedy.

203 i. *Necessary Actions.* Each Party agrees to execute and deliver additional documents
204 and instruments and to take any additional actions as may be reasonably required to carry out the
205 purposes of this MOU.

206 j. *Compliance with Law.* In performing their respective obligations under this MOU,
207 the Parties shall comply with and conform to all applicable laws, rules, regulations, and ordinances.

208 k. *Liability.* Each Party agrees to indemnify and hold every other Party to the
209 Agreement, and their officers, agents and employees, free and harmless from any costs or liability
210 imposed upon any other Party, officers, agents, or employees arising out of any acts or omissions
211 of its own officers, agents or employees.

212 l. *Third Party Beneficiaries.* This MOU shall not create any right or interest in any
213 non-Party or in any member of the public as a third party beneficiary.

214 m. *Counterparts.* This MOU may be executed in one or more counterparts, each of
215 which shall be deemed to be an original, but all of which together shall constitute but one and the
216 same instrument.

217 n. *Notices.* All notices, requests, demands or other communications required or
218 permitted under this MOU shall be in writing unless provided otherwise in this MOU and shall be
219 deemed to have been duly given and received on: (i) the date of service if served personally or
220 served by electronic mail or facsimile transmission on the Party to whom notice is to be given at
221 the address(es) provided below, (ii) on the first day after mailing, if mailed by Federal Express,
222 U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as

223 provided below, or (iii) on the third day after mailing if mailed to the Party to whom notice is to
224 be given by first class mail, registered or certified, postage prepaid, addressed as follows:

225

226 **City of Antioch**

227 City Manager

228 P.O. Box 5007

229 Antioch, CA 94531-5007

230 Telephone: (925) 779-7011

231 Facsimile: (925) 779-7003

232

233 **City of Brentwood**

234 City Manager

235 150 City Park Way

236 Brentwood, CA 94513

237 Phone: (925) 516-5400

238 Fax: (925) 516-5441

239

240 **Byron Bethany Irrigation District**

241 General Manager

242 7995 Bruns Road

243 Byron, CA 94514-1625

244 Telephone: (209) 835-0375

245 Facsimile: (209) 835-2869

246

247 **Contra Costa Water District**

248 General Manager

249 Contra Costa Water District

250 P. O. Box H20

251 Concord, CA 94524

252 Phone (925) 688-8032

253 Fax (925) 688-8197

254

255 **Contra Costa County**

256 Director, Department of Conservation and Development

257 30 Muir Road

258 Martinez, CA 94553

259 Phone (925) 674-7866

260

261 **Diablo Water District**

262 Attn: General Manager

263 P.O. Box 127

264 87 Carol Lane

265 Oakley, CA 94561

266 Phone: (925) 625-3798

267 Fax: (925) 625-0814

268

269

270

271 **East Contra Costa Irrigation District**

272 General Manager

273 1711 Sellers Avenue

274 Brentwood, CA 94513

275 Phone: (925) 634-3544

276 Fax: (925) 634-0897

277

278 **Discovery Bay Community Services District**

279 C/O: General Manager

280 1800 Willow Lake Road

281 Discovery Bay, CA 94505-9376

282 Telephone: (925) 634-1131

283 Facsimile: (925) 513-2705

284

285 8. *Signatures.* The Following signatures attest each Party's agreement hereto.

286 **[Remainder of page left blank. Signatures on next pages.]**

287

288 **CITY OF ANTIOCH**

289

290 By: _____ Date: _____

291 Rowland E. Bernal Jr., City Manager

292 APPROVED AS TO FORM:

293

294 By: _____ Date: _____

295 Thomas Lloyd Smith, City Attorney

296

297 **CITY OF BRENTWOOD**

298

299 By: _____ Date: _____

300 Tim Y. Ogden, City Manager

301

302 APPROVED AS TO FORM:

303

304 By: _____ Date: _____

305 Damien Brower, City Attorney

306

307 **BYRON BETHANY IRRIGATION DISTRICT**

308

309 By: _____ Date: _____

310 Rick Gilmore, General Manager

311

312 **CONTRA COSTA WATER DISTRICT**

313

314 By: _____ Date: _____

315 Stephen J. Welch, General Manager

316

317

318

319 APPROVED AS TO FORM:

320

321 By: _____ Date: _____

322 District Legal Counsel

323

324 **CONTRA COSTA COUNTY**

325

326 By: _____ Date: _____

327 John Kopchik, Director of

328 Conservation and Development

329 APPROVED AS TO FORM:

330 Mary Ann McNett Mason, County Counsel

331

332 By: _____ Date: _____

333 Deputy County Counsel

334

335 **DIABLO WATER DISTRICT**

336

337 By: _____ Date: _____

338 Dan Muelrath, General Manager

339

340 **EAST CONTRA COSTA IRRIGATION DISTRICT**

341

342 By: _____ Date: _____

343 Aaron Trott, General Manager

344

345 **DISCOVERY BAY COMMUNITY SERVICES DISTRICT**

346

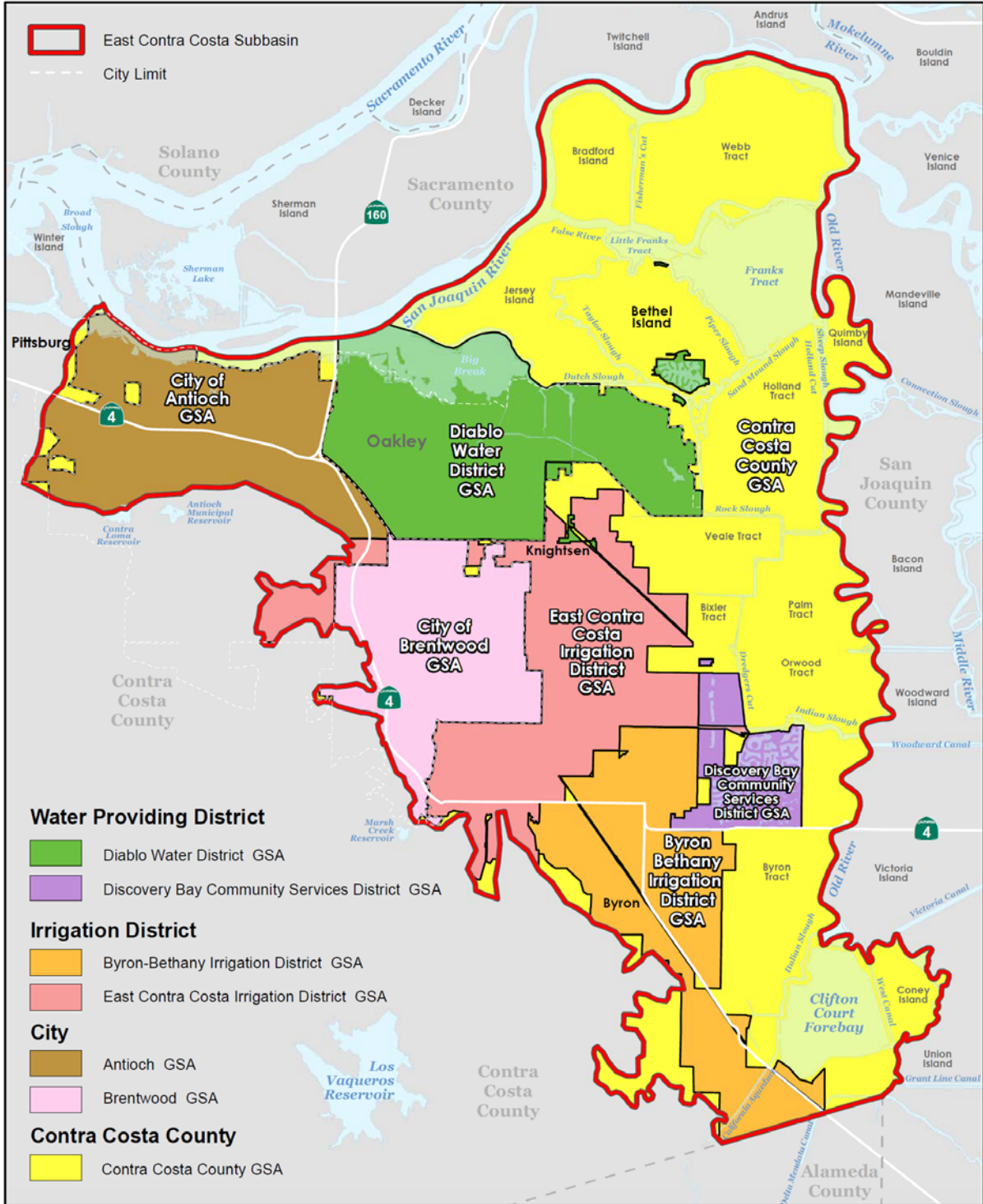
347 By: _____ Date: _____

348 Dina Breitstein, General Manager

349

EXHIBIT A

Groundwater Sustainability Agencies in the East Contra Costa Subbasin (5-022.19)



Map created 08/26/2019
 by Contra Costa County Department of
 Conservation and Development, GIS Group
 30 Muir Road, Martinez, CA 94553
 37-58-41.791N 122-07-03.756W

This map or dataset was created by the Contra Costa County Department of Conservation and Development with data from the Contra Costa County GIS Program. Some base data, primarily City Limits, is derived from the CA State Board of Equalization's tax rate areas. While obligated to use this data the County assumes no responsibility for its accuracy. This map contains copyrighted information and may not be altered. It may be reproduced in its current state if the source is cited. Users of this map agree to read and accept the County of Contra Costa disclaimer of liability for geographic information.



EXHIBIT B**Fall 2021 to June 2022, ECC GSP Implementation Budget**

Category	Cost	Comment
Community Outreach & Education		
Quarterly GSA virtual ¹ meetings (Feb and May at \$200* 2hrs) + prep (\$800)	\$3,200	
Update ECC Online Visualization for public viewing of most recent groundwater levels (2 times/year*\$1,000 each)	\$1,000	Two times/year this cost is for April 2022.
Board notifications (two at 2 hours x \$200=\$400)	\$800	Quarterly, Feb and May 2022
Total	\$5,000	
GSP Monitoring and Data Management		
Monitoring² and Well Maintenance		
Groundwater Elevation: nine new wells, take manual measurements March 2022.	\$5,000	
Total Monitoring and Well Maintenance	\$5,000	
Data Management		
Data Management System update: Spring DMS update only includes groundwater level measurements (note fall update is an extensive data collected from all sources).	\$500	
Data analysis including graphing and upload 2x/yr. to DWR Portal (March and October)	\$3,000	
Total Data Management	\$3,500	
Total GSP Monitoring and Data Management	\$8,500	
GSP Reporting		
GSP Annual Reporting³		
Prepare excel files of: groundwater extraction (by GSA and methods), surface water supply, total water use, change in storage, and elements guide.	\$5,000	
Executive summary and narrative describing findings and recommendations for the period.	\$12,000	
Upload to Annual Report Module/Report Submittal	\$3,000	
Total GSP Annual Reporting	\$20,000	
Contingency (10%)	\$3,350	
TOTAL GSP Expenses Oct 2021 to June 2022	\$36,850	

1. Quarterly meetings are assumed to be conducted virtually. If meetings transition to in-person there will be an additional cost.

2. Assumes that each member agency will continue to monitor its own wells for groundwater levels and quality using its own resources. Only groundwater levels and quality from the nine new monitoring wells, that would not otherwise be conducted by the individual member agencies, is assumed to be covered by the ECC member agencies.

3. Assumes the first annual report covers 2019 to 2022.

From: [SGMA Portal](#)
To: jwolfe@brentwoodca.gov; ebrennan@brentwoodca.gov
Cc: Bill.Brewster@water.ca.gov; sbunting@ci.antioch.ca.us; keith.wallace@water.ca.gov;
Steven.Springhorn@water.ca.gov; jwolfe@brentwoodca.gov; atrott@eccid.org; [Mike Davies](#);
ryan.hernandez@dcd.cccounty.us; k.geyer@bbid.org; craig.altare@water.ca.gov;
steven.springhorn@water.ca.gov; draelrath@diablowater.org
Subject: SGMA GSP Initial Notification Submission
Date: Tuesday, January 25, 2022 6:46:15 AM

Thank you for submitting a GSP Initial Notification.

Basin(s)/Subbasin(s): 5-022.19 SAN JOAQUIN VALLEY EAST CONTRA COSTA
GSA(s) Name: City of Antioch GSA, City of Brentwood GSA, County of Contra Costa GSA, Diablo Water District GSA, Discovery Bay Community Services District GSA, East Contra Costa Irrigation District GSA, Byron-Bethany Irrigation District GSA - East Contra Costa
Plan Manager: James Wolfe (jwolfe@brentwoodca.gov)

You can access the submitted GSP Initial Notification by clicking <http://sgma.water.ca.gov/portal/gsp/init/preview/168>.
For more information on GSP Initial Notifications, please visit <http://sgma.water.ca.gov/portal>.

SGM Program Implementation Team,
California Department of Water Resources

CAUTION: This email has been originated outside the organization.



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

March 2, 2022

Prepared By: Monica Gallo, Recreation Programs Supervisor
Submitted By: Dina Breitstein, General Manager

Agenda Title

Discussion and Possible Action to Approve the Notice of Completion and Final Payment for the Swimming Pool Remodel at the Community Center.

Recommended Action

Approve the Notice of Completion and Authorize the General Manager to Release Final Payment to the Contractor, Adams Pool Solutions.

Executive Summary

The swimming pool remodel with Adams Pool Solutions is now complete with no outstanding items. Final Inspections have been passed and the Town of Discovery Bay has the original signed permit cards. The contract with Adams Pool came in on budget.

Contract Amount Plus Change Order to lengthen the pool \$298,140.69.
Expenditures \$298,140.69

Staff recommends approval of the Notice of Completion and release of any remaining payments or retention due to the contractor.

Previous Relevant Board Actions for This Item

Attachments

Notice of Completion

AGENDA ITEM: F2

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

TOWN OF DISCOVERY BAY COMMUNITY
SERVICES DISTRICT
1800 Willow Lake Road
Discovery Bay, CA 94505-9376

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the Owner who contracted for the work of improvement hereinafter described.
2. The full name of the undersigned is:

TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT, a Political Subdivision of the
State of California.

3. The full address of the undersigned is:

1800 Willow Lake Road
Discovery Bay, CA 94505-9376

4. The nature of the title of the undersigned is that of a fee holder.

5. A work of improvement on the property hereinafter described was completed on
2/11/2022.

6. The name of the contractor for such work of improvement is:
Adams Pool Solutions

7. The property on which said work of improvement was completed is in the unincorporated portion
of the County of Contra Costa, State of California, and is described as follows:

Swimming Pool Remodel
1601 Discovery Bay Blvd
Discovery Bay, CA 94505

8. The work of improvement consists generally of:
 - A. Remodel of Swimming Pool

DINA BREITSTEIN, GENERAL MANAGER
FOR TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

March 2, 2022

Prepared By: Monica Gallo, Recreation Programs Supervisor
Submitted By: Dina Breitstein, General Manager

Agenda Title

2022 Parks and Recreation Public Event Calendar.

Recommended Action

Approve Parks and Recreation Public Event Calendar for 2022.

Executive Summary

The Community Center proudly opened its doors in January 2014 and 2022 will represent the 9th full year of event programming for the Town of Discovery Bay. The Community Center has made many improvements and continues to offer a variety of programming for all age groups, not only at the Community Center, but also at our parks.

Staff continues to offer or partner with various community groups to provide a variety of free and paid programming. As well as offering room or park space for private events such as business meetings, family reunions, anniversary and birthday parties.

COVID-19 has certainly affected parks and recreation departments over the past two years, however with health orders lifting we are working on getting back to "normal". Staff has developed the attached event calendar for Board consideration.

Upon approval of the Parks and Recreation Events Calendar for 2022, there will be no need for further board authorization.

All events are subject to the terms and conditions in the Park Usage Rental Policy (Policy #013) and District Recreation Facilities Alcohol Policy (Policy #022). Both policies are located on the District website at www.todb.ca.gov, Town of Discovery Bay Board Policies.

Staff recommends approving the Parks and Recreations Public Event Calendar for 2022.

Fiscal Impact:

Amount Requested \$ N/A

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

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

Previous Relevant Board Actions for This Item

N/A

Attachments

Proposed 2022 Parks and Recreation Public Event Calendar.

AGENDA ITEM: F3

2022 Parks and Recreation Public Event Calendar

2022 Event Dates	Times	Location	Event Title	Event Description	Approximate Attendance Numbers	Event Sponsors	Vendors on site	Food on site	Alcohol on site	Town/County Licenses Required	Fees Charged/Waived
TBD	8AM-1PM	DBCC	Easter Egg Hunt	DB Lions Club Easter Egg Hunt	500+	DB Lions Club	No	No	No	TODB Special Event Permit	Fees Waived
May 21-22	7:30AM-8PM	DBCC	Fundraising Pickleball Tournament	Pickleball Tournament - Resolution #2020-24	200-300	Discovery Bay Recreation & Sports	No	Yes	No	TODB Special Event Permit	Fees Waived for pickleball courts only
June 4	8AM-10PM	DBCC	Summer Jam	Family friendly event featuring live music, food and alcohol in partnership with the DB Lions Club.	1,000-1,500	Town & DB Lions Joint Event	No	Yes	Yes	CCC Health Permit ABC License	N/A Town Event in partnership with the Lions Club
June 4	11AM-1PM	DBCC	Town Hall Gathering	Meet the BOD and Town managers		Town Event					N/A Town Event
June	7PM-10:30PM	DBCC	Friday Night Movie in the Park	Family friendly movies on the event lawn at the Community Center	50-75	Town Event	No	No	No	Movie Licensing	N/A Town Event
TBD	3:00PM-6:00PM	DBCC	Library Program	Family friendly event with a focus on childrens entertainment	80	Town & CCC Library	No	No	No	TODB Facility Permit	Fees Waived
July	7PM-10:30PM	DBCC	Friday Night Movie in the Park	Family friendly movies on the event lawn at the Community Center	50-75	Town Event	No	No	No	Movie Licensing	N/A Town Event
July	8AM-3:30PM	DBCC	R.A.D. Kids	Free Contra Costa County Sheriff's program for children tht provides educaiton on personal safety	20-40	CCC Sheriff	No	Yes	No	TODB Facility Permit	Fees Waived
August	7PM-10:30PM	DBCC	Flick n Float	Family friendly movie/night swim at the Community Center	50-75	Town Event	No	No	No	Movie Licensing	N/A Town Event
September 17	8:00AM - 10:00PM	DBCC	Summer Jam	Family friendly event featuring live music, food and alcohol in partnership with the DB Lions Club.	1,000-1,500	Town & DB Lions Joint Event	Yes	Yes	Yes	CCC Health Permit ABC License	N/A Town Event in partnership with the Lions Club
October	8AM-5PM	DBCC	Fundraising Pickleball Tournament	Pickleball Tournament - Resolution #2020-24	100	Discovery Bay Recreation & Sports	No	Yes	No	TODB Special Event Permit	Fees Waived for pickleball courts only
TBD	3:00PM-6:00PM	DBCC	Library Program	Family friendly event with a focus on childrens entertainment	80	Town & CCC Library	No	No	No	TODB Facility Permit	Fees Waived

2022 Parks and Recreation Public Event Calendar

December	Holiday Parade	Judging tent located in the gravel lot adjacent to CC parking lot	1000+	TBD	No	Yes	No	TODB Facility Permit CCC Health Permit ECCFPD Event Permit General Liability Insurance	No fee scheudle for use of parking lot
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Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

March 2, 2022

Prepared By: Monica Gallo, Recreation Programs Supervisor
Submitted By: Dina Breitstein, General Manager

Agenda Title

Approval of Park and Recreation 2022 Program, Activities, and Event Fee Waivers.

Recommended Action

Acceptance of Fees Waivers approved by the General Manager for the following Park and Recreation 2022 Programs, Activities, and Events.

Executive Summary

The Town of Discovery Bay Community Services District Board of Directors (Board) adopted the Park & Facility Usage and Rental Policy #13 on April 20, 2011 and it was Revised on May 3, 2017.

Requirements in the Policy, except those identified as "prohibited", may be waived or modified on a case-by-case basis by the General Manager, or his/her designee, upon the finding of public interest; and any such modification (including modification to fees) shall be summarized on the next available Board Agenda.

The groups and events listed in this report have a long history in working with the District. COVID-19 continues to be unpredictable, however is improving and Staff would like to be prepared to take immediate action should we be able to bring these activities and events back to the community. Staff is submitting for Board acceptance the following 2022 Programs, Activities, and Events whose "Fees" are being waived by the General Manager upon the finding of public interest per the Park & Facility Usage and Rental Policy #13.

"Boy Scouts of America Troop 514" weekly Monday meetings held throughout the year at the Discovery Bay Community Center from 5:30PM to 6:30PM for a fee total waiver amount of \$775.00. Troop 514 annually provides an agreed upon in-kind service project for the Town.

Contra Costa County Library Program for children utilizing the Discovery Bay Community Center on a weekday afternoon from 3:00PM-6:00PM once in June and once in October. The fee waiver total amount is \$150.

"Resisting Aggression Defensively (R.A.D.) Kids" is a Contra Costa County Sheriff's program typically held in July at the Discovery Bay Community Center from 8:00AM to 3:30PM. This free community event for children, provides safety topics that include: Home Safety, School Safety, Out and About Safety, Good and Bad Strangers, What to Do in an Emergency – including How to React. This is a one-week program for a total fee waiver amount of \$937.50.

"Annual Easter Egg Hunt" conducted by the Discovery Bay Lions Club at the Discovery Bay Community Center from 7:30AM to 12:00PM for a fee waiver total amount of \$135.00.

"Holiday Parade" utilizing the gravel lot adjacent to the parking lot in front of the Discovery Bay Community Center. There is currently no fee schedule for the use of just the gravel lot in front of the Community Center.

Staff recommends acceptance of the above 2022 Programs, Activities, and Event Fee Waivers by the General Manager for a total amount of \$1,997.50.

Previous Relevant Board Actions for This Item

None.

Attachments

Parks & Facility Usage & Rental Policy #13 see website <https://todb.specialdistrict.org/files/000d2d8ec/Policy+013.pdf>

AGENDA ITEM: F4