



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT
SDLF Platinum-Level of Governance



President – Bill Pease • Vice-President – Bryon Gutow • Director – Kevin Graves • Director – Bill Mayer • Director- Ashley Porter

TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT
AGENDA PACKET

Regular Board Meeting
Wednesday, November 18, 2020

7:00 P.M. Regular Board Meeting

Community Center
1601 Discovery Bay Boulevard



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

SDLF Platinum-Level of Governance



PLATINUM LEVEL

President – Bill Pease • Vice-President – Bryon Gutow • Director – Kevin Graves • Director – Bill Mayer • Director – Ashley Porter

**NOTICE OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY
Wednesday, November 18, 2020
REGULAR MEETING 7:00 P.M.**

NOTICE Coronavirus COVID-19

In accordance with the Governor's Executive Order N-33-20, and for the period in which the Order remains in effect, the Town of Discovery Bay Community Services District Board Chambers will be closed to the public.

To accommodate the public during this period of time that the Board's Chambers are closed to the public, 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.

**TO ATTEND BY TELECONFERENCE:
Toll-Free Dial-In Number: (877)778-1806
CONFERENCE CODE **891949****

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

REGULAR MEETING 7:00 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

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

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

During Public Comments, the public may address the Board on any issue within the District's jurisdiction which is not on the Agenda. The public may comment on any item on the Agenda at the time the item is before the Board for consideration by filling out a comment form. The public will be called to comment in the order the comment forms are received. Any person wishing to speak must come up and speak from the podium and will have 3 minutes to make their comment. There is a device on the podium with a green, yellow, and red light. The yellow light will come on 30 seconds before the end of the 3 minutes. There will be no dialog between the Board and the commenter as the law strictly limits the ability of Board members to discuss matters not on the agenda. We ask that you refrain from personal attacks during comment, and that you address all comments to the Board only. Any clarifying questions from the Board must go through the President. Comments from the public do not necessarily reflect the viewpoint of the Directors.

C. CONSENT CALENDAR

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

1. Approve DRAFT minutes of regular meeting for November 4, 2020.
2. Approve Register of District Invoices.
3. Approve Contracting with Croce, Sanguinetti & Vander Veen to Perform the Town of Discovery Bay's Independent Audit for Fiscal Year 2019-20.

D. PRESENTATIONS

E. MONTHLY WATER AND WASTEWATER REPORT – VEOLIA

1. Veolia Report – Month of October 2020.

F. DISCUSSION AND ACTION ITEMS

1. Discussion and Possible Action Regarding the Discovery Bay Recreation & Sports, Inc. (“DBRS”) Use of the Community Center Pickleball Courts 3, 4, 5, and 6.
2. Discussion and Possible Action Regarding the California State Parks – Prop 68 Per Capita Grant Money.

G. MANAGER’S REPORT

1. Landscape Update.

H. GENERAL MANAGER’S REPORT

I. DIRECTOR’S REPORT

J. CORRESPONDENCE RECEIVED

K. FUTURE AGENDA ITEMS

L. ADJOURNMENT

1. Adjourn to the next regular Board of Director’s meeting 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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PLATINUM LEVEL

President – Bill Pease • Vice-President – Bryon Gutow • Director – Kevin Graves • Director – Bill Mayer • Director- Ashley Porter

**MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY
Wednesday, November 4, 2020
REGULAR MEETING 7:00 P.M.**

**NOTICE
Coronavirus COVID-19**

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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 Pease
2. Pledge of Allegiance – Led by Director Mayer
3. Roll Call – All Present.

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

Public Comment Regarding:

- Homeowners Resolution 2020-01 regarding revenue bonds and taxation. Dissolving the Discovery Bay Public Finance Authority, ending taxation.

C. CONSENT CALENDAR

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

1. Approve DRAFT minutes of October 21, 2020 Regular Board of Director's meeting.
2. Approve Register of District Invoices.
3. Approve Cancellation of the December 2, 2020 Regular Board Meeting.
4. Approve Cancellation of the January 6, 2021 Regular Board Meeting.

Vice President Gutow made a motion to accept the Consent Calendar as presented.
Second by Director Graves.

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

Public Comment Regarding:

- Additional traffic control on Discovery Bay Blvd requested.

D. AREA AGENCIES REPORTS / PRESENTATION

1. Assembly Member Jim Frazier, District 11- Not in Attendance.
2. Supervisor Diane Burgis, District III Report – Not in Attendance.

3. Sheriff's Office Report.

Lieutenant Mark Johnson provided an update for criminal activity during the month of October. Crime is going down. However, arrests are increasing due to follow ups being done on outstanding warrants and probation violations. Street cameras are fully functional and alerting the Sheriff's Office, which allows them opportunity to respond. Lt. Johnson discussed the P-6 meeting last month where there was talk about funds being used to aid in traffic control in Discovery Bay.

4. CHP Report – Not in Attendance.

Director Graves advised the Board that Deputy Chief of Staff for Diane Burgis, Lea Castleberry and the CHP representative were not able to access the teleconference line for today's BOD meeting to report any updates.

5. East Contra Costa Fire Protection District Report.

East Contra Costa Fire Department Battalion Chief Ross Macumber provided update for the month of October. Reported there will be a Fire Board meeting on Monday, November 9 at 6:30 p.m. which will be accessible through the East Contra Costa Fire Protection District website, www.eccfpd.org. Battalion Chief Macumber recommended the public continue to report any weed issues to the Fire Prevention Bureau, (925) 941-3300. Fines and liens are continuing to be issued. Fire season is extended until the end of December 2020.

Vice President Bryon Gutow asked if the Department was excited about the passing of Measure X.

Battalion Chief Macumber reported the department is excited. He advised he is not sure how things will change since it's still new information; more details will be known soon.

E. LIAISON REPORTS

F. PRESENTATIONS

G. BUSINESS AND ACTION ITEMS

1. Discussion and Possible Action Regarding Approval of Resolution No. 2020-23 Amending Park Rules and Regulations Board Policy No. 012.

Recreation Program Supervisor Monica Gallo recommended approval of Resolution No. 2020-23 to amend Policy No. 12. The need to update the policy has presented itself due to changes at Community Center grounds. Updated language in the policy include the addition of the Dog Park, Pickleball Courts and park hours.

Director Graves made a motion to accept Resolution No. 2020-23 as presented.

Second by Director Porter.

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

H. MANAGER'S REPORT

I. GENERAL MANAGER'S REPORT

J. DIRECTORS' REPORTS

1. Standing Committee Reports.

a. Communications Committee Meeting (Committee Members Bill Pease and Bryon Gutow) November 4, 2020.

Vice President Bryon Gutow updated the Board of the ongoing analytics of the Town's webpage and the Facebook page.

b. Parks and Recreation Committee Meeting (Committee Members Kevin Graves and Bryon Gutow) November 4, 2020.

Director Graves advised of discussion pertaining to holiday schedule and closure of Town Office and Community Center. Ravenswood playground equipment will need to go out for Requests for Proposals. Discussion held regarding Prop 68 funding. Director Kevin Graves advised there was dialog regarding the pickleball courts and managing time on the courts. The committee also talked about changes to Policy No. 012 Park Rules and Regulations.

Vice President Bryon Gutow advised there was a presentation from Parks and Landscape Manager Bill Engelman for upcoming landscape projects.

c. Water and Wastewater Committee Meeting (Committee Members Bill Pease and Bill Mayer) November 4, 2020.

Director Bill Mayer advised cancellation for December 2, 2020 and January 6, 2021 were discussed. The committee also spoke about the Denitrification and Outfall Diffuser Projects.

2. Other Reportable Items.

K. CORRESPONDENCE RECEIVED (Information Only)

L. FUTURE AGENDA ITEMS

M. ADJOURNMENT


1. Adjourn to the next regular meeting at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

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

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 <p>TOWN OF DISCOVERY BAY CALIFORNIA est. 1998</p>	<h1>Town of Discovery Bay</h1> <p><i>"A Community Services District"</i></p> <h2>STAFF REPORT</h2>	<p>Meeting Date</p> <p>November 18, 2020</p>
<p>Prepared By: Julie Carter, Finance Manager & Lesley Marable, Accountant Submitted By: Michael R. Davies, General Manager</p>		
<p>Agenda Title</p>		
<p>Approve Register of District Invoices.</p>		
<p>Recommended Action</p>		
<p>Staff recommends that the Board approve the listed invoices for payment.</p>		
<p>Executive Summary</p>		
<p>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.</p>		
<p>Fiscal Impact:</p>		
<p>Amount Requested \$ 439,015.94 Sufficient Budgeted Funds Available?: Yes (If no, see attached fiscal analysis) Prog/Fund # See listing of invoices. Category: Operating Expenses and Capital Improvements</p>		
<p>Previous Relevant Board Actions for This Item</p>		
<p>Attachments</p>		
<p>Request For Authorization to Pay Invoices for the Town of Discovery Bay CSD 2020/2021</p>		

AGENDA ITEM: C-2

Request for Authorization to Pay Invoices
For The Meeting On November 18, 2020
Town of Discovery Bay CSD
Fiscal Year 7/20 - 6/21

Veolia Water North America	\$234,559.41
Luhdorff & Scalmanini	\$88,936.05
J.W. Backhoe & Construction, Inc.	\$31,452.14
CaliforniaChoice Benefit Admin	\$20,032.42
Contra Costa County Treasurer-Tax Collct	\$13,525.82
U.S. Bank Corporate Payments	\$9,812.05
BSK Associates	\$7,292.48
Water Utility Refund Customers	\$7,191.14
Badger Meter	\$5,613.23
Ross Recreation Equipment Co., Inc.	\$4,500.00
Univar Solutions USA Inc.	\$3,012.74
Matrix Trust	\$2,573.83
SDRMA	\$1,742.07
Carlson, Barbee & Gibson, Inc.	\$1,202.86
Verizon Wireless	\$908.62
Mt. Diablo Resource Recovery	\$825.49
Brentwood Ace Hardware	\$814.03
Alhambra	\$681.31
Ashley Porter	\$575.00
William Mayer	\$575.00
Croce, Sanguinetti & Vander Veen, Inc.	\$472.50
Bill Pease	\$460.00
Kevin Graves	\$460.00
Office Depot	\$430.94
Bryon Gutow	\$345.00
Watersavers Irrigation Inc.	\$229.46
ReliaStar Life Insurance Company	\$200.00
Geotab USA, Inc.	\$177.75
UniFirst Corporation	\$128.24
Lesley Marable	\$97.98
County Of Contra Costa, Dept of Info Tec	\$57.00
Cintas	\$55.68
Big B Lumber	\$48.70
Department Of Motor Vehicles	\$27.00

\$439,015.94



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

November 18, 2020

Prepared By: Julie Carter, Finance Manager
Submitted By: Michael Davies, General Manager

Agenda Title

Approve Contracting with Croce, Sanguinetti & Vander Veen to Perform the Town of Discovery Bay's Independent Audit for Fiscal Year 2019-20.

Recommended Action

Staff recommends that the Board approve engagement with Croce, Sanguinetti & Vander Veen to perform the annual independent financial audit and submission of financial reports to the California State Controller's Office for the fiscal year ending June 30, 2020.

Executive Summary

Government Code 53891. (a) States that the officer of each local agency who has charge of the financial records shall furnish to the Controller a report of all the financial transactions of the local agency during the preceding fiscal year. The report shall contain underlying data from audited financial statements prepared in accordance with generally accepted accounting principles if this data is available. The report shall be furnished within seven months after the close of each fiscal year and shall be in the form required by the Controller.

A local agency shall submit to the Controller information on annual compensation, as described in subdivision (l) of Section 53892, for the previous calendar year no later than April 30th. The Town of Discovery Bay, CSD, and the Discovery Bay Public Financing Authority complies with this requirement on an annual basis and hires an independent auditing firm to perform the annual financial audit.

Staff recommends retaining the audit firm Croce, Sanguinetti & Vander Veen, with Marc Croce being responsible for overseeing the engagement.

Staff recommends Croce, Sanguinetti & Vander Veen perform the audit for The Town of Discovery Bay Community Services District and the Discovery Bay Public Financing Authority, and provide under the direction of Marc Croce, the following for Fiscal Year Ending June 30, 2020:

- Annual Audit for the Town of Discovery Bay, Community Services District
- Preparation and submission of the Town of Discovery Bay, CSD Financial Transaction Reports
- Preparation and submission of the Discovery Bay Public Financing Authority Financial Transaction Reports

Fiscal Impact:

Amount Requested \$33,425
Sufficient Budgeted Funds Available?: Yes
Prog/Fund # Category:

Previous Relevant Board Actions for This Item

Attachments:

Engagement Letters for:

- Annual Audit for the Town of Discovery Bay, Community Services District
- Preparation and submission of the Town of Discovery Bay, CSD Financial Transaction Reports
- Preparation and submission of the Discovery Bay Public Financing Authority Financial Transaction Reports

AGENDA ITEM: C-3



CROCE, SANGUINETTI, & VANDER VEEN^{INC}

CERTIFIED PUBLIC ACCOUNTANTS

August 18, 2020

Board of Directors and Julie Carter, Finance Manager

Town of Discovery Bay

Community Services District

1800 Willow Lake Road

Discovery Bay, California 94505

We are pleased to confirm our understanding of the services we are to provide the **Town of Discovery Bay Community Services District** for the year ending June 30, 2020. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the **Town of Discovery Bay Community Services District** as of and for the year ending June 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement **Town of Discovery Bay Community Services District's** basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to **Town of Discovery Bay Community Services District's** RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us the sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual - Major Special Revenue Fund

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, and will include tests of the accounting records of **Town of Discovery Bay Community**

Services District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of **Town of Discovery Bay Community Services District's** financial statements. Our report will be addressed to the Board of Directors and management of **Town of Discovery Bay Community Services District**. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express an opinion or may withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If, during our audit, we become aware that **Town of Discovery Bay Community Services District** is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitation of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of cash, receivables, and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements, compliance with laws, regulations, contracts, and grant agreements, and other responsibilities required by generally accepted auditing standards.

Audit Procedures - Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of **Town of Discovery Bay Community Services District's** compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also prepare standard, adjusting, or correcting journal entries and assist in preparing the financial statements of the **Town of Discovery Bay Community Services District** in conformity with U.S. generally accepted accounting principles based on information provided by you. We will also prepare the Special Districts Financial Transactions Report of **Town of Discovery Bay Community Services District**. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, additional information that we may request for the purpose of the audit, and unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the

government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, or grant agreements, that we report.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

Mark Croce is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

It is our policy to keep records related to this engagement for seven years. However, Croce, Sanguinetti, & Vander Veen, Inc. does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by government or regulatory agencies. By your signature below, you acknowledge and agree that upon the expiration of the seven-year period, Croce, Sanguinetti, & Vander Veen, Inc. shall be free to destroy our records related to this engagement.

We expect our fees for the services set forth in this letter for the fiscal year ending June 30, 2020 not to exceed \$31,325. Our invoices for the services outlined in this letter are payable on presentation. The fee estimate is based on anticipated cooperation from your personnel and the assumption that District personnel will prepare all items requested, which include Management's Discussion and Analysis, and that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

In the event that the District requires a single audit due to the expenditure of federal funds, we will perform such an audit in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996, and the provisions of the Uniform Guidance. Services rendered in order to meet the aforementioned requirements will be billed to you separately.

Should any litigation or adverse action (such as audits by outside organizations and/or threatened litigation, etc.) by third parties arise against the **Town of Discovery Bay Community Services District** or its officers subsequent to this engagement, which results in the subpoena of documents from Croce, Sanguinetti, & Vander Veen, Inc. and/or requires additional assistance from us to provide information, depositions, or testimony, **Town of Discovery Bay Community Services District** hereby agrees to compensate Croce, Sanguinetti, & Vander Veen, Inc. (at our standard hourly rates ranging from \$200/hour to \$325/hour) for additional time charges and other costs (copies, travel, etc.).

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association or other organization under its applicable rules for professional accounting and related services disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

We appreciate the opportunity to be of service to the **Town of Discovery Bay Community Services District** and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign where indicated and return it to us. A copy of this engagement letter is enclosed for your files.

Very truly yours,

Croce, Sanguinetti, & Vander Veen, Inc.

CROCE, SANGUINETTI, & VANDER VEEN, INC.
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of **Town of Discovery Bay Community Services District.**

Finance Manager signature: _____

Title: _____

Date: _____

Director signature: _____

Title: _____

Date: _____



CROCE, SANGUINETTI, & VANDER VEEN^{INC}

CERTIFIED PUBLIC ACCOUNTANTS

August 18, 2020

Board of Directors and Julie Carter, Finance Manager
Discovery Bay Public Financing Authority
1800 Willow Lake Road
Discovery Bay, California 94505

We are pleased to confirm our acceptance and understanding of the services we are to provide for **Discovery Bay Public Financing Authority** for the year ending June 30, 2020.

You have requested that we prepare the Special Districts Financial Transactions Report of **Discovery Bay Public Financing Authority** for the year ending June 30, 2020.

Our Responsibilities

The objective of our engagement is to prepare the Special Districts Financial Transactions Report in accordance with the requirements of the Controller of the State of California by January 31, 2021, which differ from accounting principles generally accepted in the United States of America. We will conduct our engagement in accordance with Statement on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the Special Districts Financial Transactions Report.

Our engagement cannot be relied upon to identify or disclose any misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the Special Districts Financial Transactions Report in accordance with the requirements of the Controller of the State of California by January 31, 2020. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your Special Districts Financial Transactions Report in accordance with SSARS:

- a. The prevention and detection of fraud.
- b. To ensure that the entity complies with the laws and regulations applicable to its activities.

- c. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare the Special Districts Financial Transactions Report.
- d. To provide us with:
 - i. Documentation, and other related information that is relevant to the preparation and presentation of the Special Districts Financial Transactions Report,
 - ii. Additional information that may be requested for the purpose of the preparation of the Special Districts Financial Transactions Report; and
 - iii. Unrestricted access to persons within **Discovery Bay Public Financing Authority** of whom we determine necessary to communicate.

As part of our engagement, we will issue a disclaimer that will state that the Special Districts Financial Transactions Report was not subjected to an audit, review, or compilation engagement by us and, accordingly, we do not express an opinion, conclusion, nor provide any assurance on them.

Other Relevant Information

Mark Croce is responsible for supervising the engagement.

We expect our fees for the services set forth in this letter for the fiscal year ending June 30, 2020 not to exceed \$850. Our invoices for the services outlined in this letter are payable on presentation. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

It is our policy to keep records related to this engagement for seven years. However, Croce, Sanguinetti, & Vander Veen, Inc. does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by government or regulatory agencies. By your signature below, you acknowledge and agree that upon the expiration of the seven-year period, Croce, Sanguinetti, & Vander Veen, Inc. shall be free to destroy our records related to this engagement.

Should any litigation or adverse action (such as audits by outside organizations and/or threatened litigation, etc.) by third parties arise against **Discovery Bay Public Financing Authority** or its officers subsequent to this engagement, which results in the subpoena of documents from Croce, Sanguinetti, & Vander Veen, Inc. and/or requires additional assistance from us to provide information, depositions, or testimony, **Discovery Bay Public Financing Authority** hereby agrees to compensate Croce, Sanguinetti, & Vander Veen, Inc. (at our standard hourly rates ranging from \$200/hour to \$325/hour) for additional time charges and other costs (copies, travel, etc.).

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You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

We appreciate the opportunity to be of service to **Discovery Bay Public Financing Authority** and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign where indicated and return it to us. A copy of this engagement letter is enclosed for your files.

Very truly yours,

Croce, Sanguinetti, & Vander Veen, Inc.

CROCE, SANGUINETTI, & VANDER VEEN, INC.
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of **Discovery Bay Public Financing Authority**.

Finance Manager signature: _____

Title: _____

Date: _____

Director signature: _____

Title: _____

Date: _____



CROCE, SANGUINETTI, & VANDER VEEN^{INC}

CERTIFIED PUBLIC ACCOUNTANTS

August 18, 2020

Board of Directors and Julie Carter, Finance Manager

Town of Discovery Bay

Community Services District

1800 Willow Lake Road

Discovery Bay, California 94505

We are pleased to confirm our acceptance and understanding of the services we are to provide for **Town of Discovery Bay Community Services District** for the year ending June 30, 2020.

You have requested that we prepare the Special Districts Financial Transactions Report of **Town of Discovery Bay Community Services District** for the year ending June 30, 2020.

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As part of our engagement, we will issue a disclaimer that will state that the Special Districts Financial Transactions Report was not subjected to an audit, review, or compilation engagement by us and, accordingly, we do not express an opinion, conclusion, nor provide any assurance on them.

Other Relevant Information

Mark Croce is responsible for supervising the engagement.

We expect our fees for the services set forth in this letter for the fiscal year ending June 30, 2020 not to exceed \$1,250. Our invoices for the services outlined in this letter are payable on presentation. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

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Very truly yours,

Croce, Sanguinetti, & Vander Veen, Inc.

CROCE, SANGUINETTI, & VANDER VEEN, INC.
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of **Town of Discovery Bay Community Services District**.

Finance Manager signature: _____

Title: _____

Date: _____

Director signature: _____

Title: _____

Date: _____



**Town of Discovery Bay, CA
Water & Wastewater**

MONTHLY OPERATIONS REPORT

October 2020

4083 Days of Safe Operations

196,175 worked hours without a recordable incident

TRAINING:

- **Safety**
 - Electrical Safety: Training for Unqualified Employees—JJ Keller
 - OPL—Fire Safety
 - OPL—Defensive Driving
 - OPL—Household Hazardous Waste
 - OPL—Autumn Safety Tips
- **Operation**
 - The TTHM SOP

REPORTS SUBMITTED TO REGULATORY AGENCIES:

- **Monthly Discharge Monitoring Report (DMR)**
- **Monthly electronic State Monitoring Report (eSMR)**
- **Monthly Coliform Report, State Water Board (DDW)**

WATER SERVICES

Groundwater Well:

- **1B - Active**
- **2 - Active**
- **4 - Active**
- **5B - Active (Standby only)**
- **6 - Active**
- **7 - Active**



2020 Monthly Water Production Table (MG):

January	February	March	April	May	June
40	53	61	68	113	124
July	August	September	October	November	December
134	127.4	109.1	94.4		

Bacteriological Test Results:

- All 16 Bacti samples were absent

Routine Bacteria Samples Collected	No. Total Coliform Positives	No. Fecal/E. coli Positives	Brown Water Calls	Fire Hydrant Flushing
• 16	• 0	• 0	• 0	•

WASTEWATER SERVICE

<i>WW Effluent Parameter</i>	<i>Permit Limits</i>	<i>September Lab Data</i>	<i>October Lab Data</i>
Flow, MG Effluent, monthly total	T	32.81	33.27
Flow, MG Daily Influent Flow, avg.	N/A	1.35	1.32
Flow, MG Daily Discharge Flow, avg.	2.35	1.09	1.07
Effluent BOD ₅ , mg/L, monthly avg.	10	1.2	1.1
Effluent TSS, mg/L, monthly avg.	10	0.6	0.7
Total Coli form 7 day Median Max	23	ND	ND
Total Coli form Daily Maximum	240	ND	ND
Eff NTU, Daily avg,	2	1	0
Eff Ammonia (N), mg/L, Daily Max	8.4	0.093	ND
% Removal BOD ₅ , monthly avg.	85% min.	99.6 %	99.5%
% Removal, TSS, monthly avg.	85% min.	99.8 %	99.7%
Electrical Conductivity, umhos/cm annual avg.	2400	2350	2376



National Pollution Discharge Elimination System (NPDES):

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

COLLECTION

Lift Station Status:

# of Active Lift Stations	# of Inactive Lift Stations	SSO
• 15	• 0	• 0

Distribution and Collections Systems:

- **October 2020** Hydrant flash, Valve exercise, and confirming assets location for Asset management program Infonet more information to follow next presentation
 - **September 2020** 49 hydrants were flushed at the dead ends. Flushing a total of 625,315 gallons of water was used to complete the task. The average time to flush 5-10 minutes per hydrant. 9 Hydrants need to be repair
 - **October 2020** 56 hydrants were flushed at Village I. Flushing a total of 770,000 gallons of water was used to complete the task. The average time to flush 10-15 minutes/ hydrant. 2 Hydrants need to be repair
- **October** there was 112 valves turned, specific details can be provided upon request. 13 Valves need to be repair
- **November 2020** Collection (6) Hot spots will be clean, Manhole & covers will be inspected and assesse in preparation for rain season to avoid SSOs



MAINTENANCE

Preventive and Corrective:

October 2020

CLOSED WORK ORDERS

		Totals	Preventative	Corrective	P/C Ratio
KPI # 1: % (P) Work Order Count Out of Total Closed Last 30 Days	Count	288	278	10	96.5%
10/01/2020 thru 10/31/2020	Skipped	0			
KPI # 2: % (P) Work Order Hours Out of Total Closed Last 30 Days	Hours	339.55	308	32	90.7%
10/01/2020 thru 10/31/2020					

OPEN WORK ORDERS (BackLog)

		Totals	Preventative	Corrective	Skipped
KPI # 3: Backlog Aging 7 days or less	Count	31	28	3	0
10/30/2020 thru 11/05/2020	Est Hours	24.2	24.2	0.0	
KPI # 4: Backlog Aging 8 to 30 days	Count	29	23	6	0
10/06/2020 thru 10/29/2020	Est Hours	29.2	28.2	1.0	
KPI # 5: Backlog Aging 31 to 60 days	Count	2	2	0	See Notes
09/06/2020 thru 10/5/2020	Est Hours	2.0	2.0		
KPI # 6: Backlog Aging greater than 60 days	Count	24	21	3	See Notes
06/19/2020 thru 09/05/2020	Est Hours	27.0	23.0	4.0	
KPI # 7: Backlog Aging Totals	Count	Total >60	74	12	See Notes
06/19/2020 thru 11/05/2020	Est Hours	82.3	76.4	5.0	

TERMS

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



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

November 18, 2020

Prepared By: Dina Breitstein, Assistant General Manager

Submitted By: Michael Davies, General Manager

Agenda Title:

Discussion and Possible Action Regarding the Discovery Bay Recreation & Sports, Inc. ("DBRS") Use of the Community Center Pickleball Courts 3, 4, 5, and 6.

Recommended Action

Approval of Resolution No. 2020-24 granting priority use of the Community Center Pickleball Courts 3, 4, 5, and 6 to Discovery Bay Recreation & Sports, Inc. ("DBRS").

Executive Summary

The Discovery Bay Recreation & Sports, Inc. ("DBRS") expressed interest in converting seldom used tennis courts at the Town's Community Center into pickleball courts. DBRS fundraised and provided the District with a monetary donation of up to \$30,000. This donation was provided to cover the project's funding gap to convert tennis courts at the Town's Community Center to pickleball courts.

To acknowledge the monetary donation by DBRS for the Pickleball Courts, the Town's Board of Directors (the "Board") proposes to prioritize the use of the Pickleball Courts numbers 3, 4, 5, and 6 by DBRS, to the extent that such use does not interfere with Town activities or other Town-related uses.

The use of the Pickleball Courts will be in accordance with the following priorities, listed from first to last:

1. Town-related or sponsored programs and/or activities
2. Paid rentals
3. General Public
4. Discovery Bay Recreation & Sports, Inc. ("DBRS")

Provided there are no conflicting Town-related or sponsored programs and/or activities, or paid rentals, DBRS will have the right to use Pickleball Courts #3, 4, 5, and 6 according to the following schedule:

1. Tuesdays, Thursdays, and Saturdays between the hours of 8 am through 12 pm
2. Wednesdays from 4 pm (3 pm during standard time) until close
3. Mondays and Fridays from 4 pm (3 pm during standard time) until close

If DBRS wants to host a tournament, DBRS will submit a Special Event Permit Application to the Town for the use of the Pickleball Courts to conduct a pickleball tournament at least 60 calendar days before the first day of the tournament.

Provided there are no conflicting Town-related or sponsored programs and/or activities, or paid rentals, the Town will waive rental charges otherwise applicable to DBRS for its use of the Pickleball Courts to conduct two pickleball tournaments per calendar year.

Staff recommends adopting Resolution number 2020-24

Previous Relevant Board Actions for This Item

Attachments

Resolution 2020-24

AGENDA ITEM: F-1



**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT**

RESOLUTION 2020-24

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY,
A CALIFORNIA COMMUNITY SERVICES DISTRICT
ESTABLISHING A POLICY FOR DISCOVERY BAY RECREATION AND SPORTS, INC.
PRIORITY USE OF THE COMMUNITY CENTER PICKLEBALL COURTS**

WHEREAS, Discovery Bay Recreation & Sports, Inc. (“DBRS”) expressed interest in the Town of Discovery Bay Community Services District (the “Town”) converting seldom used tennis courts at the Town’s Community Center into pickleball courts; and

WHEREAS, the Town conducted a study of the costs required to convert the Community Center tennis courts into pickleball courts and determined that the costs exceeded grant funding awarded to the Town for recreation purposes; and

WHEREAS, DBRS provided a monetary donation of up to \$30,000 to the Town for the purpose of covering the funding gap for the project to convert tennis courts at the Town’s Community Center to pickleball courts (the “Pickleball Courts”); and

WHEREAS, the Pickleball Courts are a vital community resource that are used to foster community involvement and development; and

WHEREAS, to acknowledge the monetary donation by DBRS for the Pickleball Courts, the Town’s Board of Directors (the “Board”) desires to prioritize use of the Pickleball Courts by DBRS for purposes specified in this Resolution, to the extent that such use does not interfere with Town activities or other Town-related uses.

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

SECTION 1. Priorities for Use of Pickleball Courts

Use of the Pickleball Courts will be in accordance with the following priorities, listed from first to last:

1. Town-related or sponsored programs and/or activities
2. Paid rentals
3. General Public
4. Discovery Bay Recreation & Sports, Inc. (“DBRS”)

SECTION 2. DBRS Use of Pickleball Courts #3-6

Provided there are no conflicting (i) Town-related or sponsored programs and/or activities, or (ii) paid rentals, DBRS will have the right to use the Pickleball Courts #3, 4, 5, 6 according to the following schedule:

- 1. Tuesdays, Thursdays, and Saturdays between the hours of 8am through 12pm
- 2. Wednesdays from 4pm (3pm during standard time) until close
- 3. Mondays and Fridays from 4pm (3pm during standard time) until close

SECTION 3. DBRS Tournament Use

DBRS will submit a Special Event Permit Application to the Town for use of the Pickleball Courts to conduct a pickleball tournament at least 60 calendar days before the first day of the tournament.

Provided there are no conflicting (i) Town-related or sponsored programs and/or activities, or (ii) paid rentals, the Town will waive rental charges otherwise applicable to DBRS for its use of the Pickleball Courts to conduct two pickleball tournaments per calendar year.

SECTION 4. Conditions of Use

Any use of the Pickleball Courts by DBRS will be subject to all terms, conditions, rules, regulations, and policies for the use of the Town’s facilities, as currently approved and as amended or added by the Town from time to time.

The Town reserves the right to cancel, revoke, or suspend any and all use of the Pickleball Courts by DBRS, with or without cause.

SECTION 5. This Resolution will take effect immediately and remain in effect until December 31, 2022, unless the Town’s Board of Directors take action directing otherwise.

PASSED, APPROVED, AND ADOPTED THIS ____ DAY OF _____ 2020.

Bill Pease
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 November 18, 2020, by the following vote of the Board:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Michael R. Davies
Board Secretary



Town of Discovery Bay

"A Community Services District"

STAFF REPORT

Meeting Date

November 18, 2020

Prepared By: Bill Engelman, Parks and Landscape Manager

Submitted By: Michael R. Davies, General Manager

Agenda Title

Discussion and Possible Action Regarding the California State Parks – Prop 68 Per Capita Grant Money

Recommended Action

Approve the California State Parks Proposition 68 Grant Money Resolution number 2020-25

Executive Summary

On June 5, 2018, California voters passed a general obligation bond pursuant to Division 45 (commencing with Section 80000) of the Public Resources Code, relating to a drought, water, parks, climate, coastal protection, and outdoor access for all program. This program is California Proposition 68.

California Proposition 68 (also the Natural Resources Bond or the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018) was a legislatively referred constitutional amendment that appeared on ballots in California in the June primary election in 2018. It was a \$4.1bn bond measure to fund parks, environmental projects, water infrastructure projects and flood protection measures throughout California.

Contra Costa County has contacted the Town of Discovery Bay to inform the Town that they are entitled to apply for approximately \$187,441.00 grant funds through California State Parks Prop 68 Per Capita Program for their park capital improvement projects. This grant requires the District to match funds up to twenty percent (20%).

California Parks is requesting approval by resolution from the Board of Directors to move forward with the application process. The Resolution is not project specific and once passed, staff will work with the Park and Recreation Committee to finalize a recommended project list in Zones 8 and 9 that meet the specific grant criteria followed by a presentation to the Board of Director's for approval.

In addition, Contra Costa Public Works has also informed the District that they have acquired funds in the amount of \$80,000 for their Special Zones 35, 57, and 61 to be utilized. Staff will work with the Parks and Recreation Committee along with Contra Costa County Public Works to identify projects that meet the needs of the community in each Zone.

Proposed Proposition 68 Grant Timeline:

1. Attend mandatory workshop (staff has completed)
2. Pass Resolution at the November 18, 2020 Board of Director's meeting
3. Identify Project(s) (Work with the Parks and Recreation committee bring recommendations to the Board of Director's for Approval)
4. Submit application package by December 2021
5. Contracts Approved and Signed by June 2022
6. Project Completed by December 2023

Staff recommends approving the California State Parks Proposition 68 Per Capita Grant Money Resolution number 2020-25.

Previous Relevant Board Actions for This Item

Attachments

Resolution number 2020-25

AGENDA ITEM: F-2



**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT
RESOLUTION 2020-25**

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY,
APPROVING APPLICATON(S) FOR PER CAPITA GRANT FUNDS.**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the Town of Discovery Bay, hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the Town of Discovery Bay general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the Town of Discovery Bay will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

- 8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
- 9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
- 10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
- 11. Delegates the authority to the General Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
- 12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF _____ 2020.

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 November 18, 2020, by the following vote of the Board:

AYES:
NOES:
ABSENT:
ABSTAIN:

Michael R. Davies
Board Secretary