



TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT
AGENDA PACKET

For the Meeting of Wednesday
September 19, 2012

7:00P.M. Regular Meeting

District Office
1800 Willow Lake Road



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

President - Chris Steele • Vice-President - Kevin Graves • Director - Jim Mattison • Director - Mark Simon • Director - Ray Tetreault

**NOTICE OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY CSD
Wednesday September 19, 2012
REGULAR MEETING 7:00 P.M.
1800 Willow Lake Road, Discovery Bay, California
Website address: 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 that is before the Board for consideration. Any person wishing to speak must come up and speak from the podium. There will be no dialog between the Board and the commenter. Any clarifying questions from the Board must go through the Chair.

C. PRESENTATIONS

D. PRESIDENT REPORT AND DIRECTORS' COMMENTS

E. 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. Minutes of previous Regular meeting dated September 5, 2012
2. Register of District Invoices
3. Annual Conference of the California Special District Association (CSDA)

F. NEW BUSINESS AND ACTION ITEMS

1. Approve Purchase of One (1) Aero-Mod Belt Press for Bio Solids production project
2. Purchase of two (2) Thermo-System Active Solar Drying System Chambers
3. Amend the Town of Discovery Bay Community Services District Position Schedule

G. VEOLIA REPORT

H. MANAGER'S REPORTS

I. GENERAL MANAGER'S REPORT

1. Sub-Committee Calendar

J. DISTRICT LEGAL COUNSEL REPORT

K. COMMITTEE UPDATES

L. CORRESPONDENCE-Discussion and Possible Action

1. R – Contra Costa County Aviation Advisory Committee meeting minutes dated June 14, 2012
2. R – East Contra Costa Fire Protection District meeting minutes dated August 6, 2012
3. R – East Contra Costa Fire Protection District meeting minutes dated August 29, 2012

M. PUBLIC RECORD REQUESTS RECEIVED

N. FUTURE AGENDA ITEMS

O. ADJOURNMENT

Adjourn to the next Regular meeting of October 3, 2012 starting at 7:00 p.m. at 1800 Willow Lake Road-Located behind the Delta Community Presbyterian Church.

"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 twenty-four hours prior to the time of the meeting."

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



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

President - Chris Steele • Vice-President - Kevin Graves • Director - Jim Mattison • Director - Mark Simon • Director - Ray Tetreault

**MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY CSD
Wednesday September 5, 2012
REGULAR MEETING 7:00 P.M.
1800 Willow Lake Road, Discovery Bay, California
Website address: www.todb.ca.gov**

REGULAR MEETING 7:00 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

Call business meeting to order – 7:02 p.m. by President Steele
Pledge of Allegiance – Led by President Steele
Roll Call – All Present

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

None

C. PRESENTATIONS

None

D. AREA AGENCIES REPORTS / PRESENTATION

1. SHERIFF'S OFFICE REPORT

Lieutenant Alan Johnson – Provided the law enforcement report for the month of August. There was discussion between the Board and Lieutenant Alan Johnson

2. CHP REPORT – No Report

3. FIRE DISTRICT REPORT

Chief Burris – Provided his report and the details for the month August. There was discussion between the Board and Chief Burris

4. EAST CONTRA COSTA FIRE PROTECTION DISTRICT REPORT – No report

5. SUPERVISOR MARY PIEPHO, DISTRICT III REPORT

Karyn Cornell – Provided an update on several projects surrounding Discovery Bay. There was discussion between the Board and Karyn Cornell

E. COMMITTEE/LIAISON REPORTS

1. Trans-Plan Report – No Report

2. County Planning Commission Report – No Report

3. Code Enforcement Report – General Manager Howard provided an update from the Code Enforcement meeting August 30, 2012

4. Special Districts Report – No Report**

*** These meetings are held Quarterly*

F. 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. Minutes of previous Regular meeting dated August 15, 2012

2. Minutes of previous Special meeting dated August 29, 2012

3. District Invoices

4. Resolution 2012-22 adopting the Town of Discovery Bay CSD Emergency Operations Plan

Motion by: Director Tetreault to approve the Consent Calendar

Second by: Director Simon

There was one (1) Public Comment Speaker

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

G. NEW BUSINESS AND ACTION ITEMS

1. Award of Contract to Gates & Associates for design services relating to Cornell Park Capital Improvement Projects for the FY 2012/13

General Manager Howard – Provided details on item G-1

Parks and Landscape Manager Perez – Provided additional details on Item G-1

Motion by: Director Tetreault to approve this Project for a not to exceed \$40,000.00

Second by: Director Simon

There was discussion between the Board, the General Manager, and the Parks and Landscape Manager. There were two (2) Public Comment Speakers

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

2. Review and Discussion of District Representative Listing for 2012

General Manager Howard – Provided details on item G-2

There was discussion between the Board and the General Manager. There was one (1) Public Comment Speaker

Motion by: President Steele to have a Landscaping Subcommittee, Budget Subcommittee, Community Center Subcommittee, Investment Oversight Subcommittee, Public Financing Authority Subcommittee, Park and Recreation Subcommittee, Water and Wastewater Subcommittee, and reestablish the Communications Subcommittee with Kevin Graves and Jim Mattison as the two (2) members of that committee

Second by: Vice-President Graves

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

3. Agency Comment Request – Home Occupation Use Permit Application – Adrian Pell (LP12-2095)

General Manager Howard – Provided details on item G-3

There was discussion between the Board and the General Manager

Motion by: Vice-President Graves to send a letter with no comment other than no increase with customer or pedestrian traffic due to the new business

Second by: Director Simon

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

4. Agency Comment Request – Home Occupation Use Permit Application – Douglas Browand (LP12-2100)

General Manager Howard – Provided details on item G-4

There was discussion between the Board and the General Manager

Motion by: Director Simon to send a letter with no comment other than no increase with customer or pedestrian traffic due to the new business

Second by: Vice-President Graves

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

5. Authorize Contract Change Order Number(s) 00009 & 00010 to Conco West for the Belt Press and Dewatering Project

General Manager Howard – Provided details on item G-5

Motion by: Director Mattison to authorize contract change order 00009 and 00010 to Conco West for the Belt Press and Dewatering Project

Second by: Director Tetreault

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

H. PRESIDENT REPORT AND DIRECTORS' COMMENTS

Director Mattison – Acknowledged Parks and Landscape Manager Perez and Administrative Assistant McCool for their work on behalf of the District

Vice-President Graves – Provided his report and the details of the Byron Union School District meeting dated August 16, 2012

President Steele – Provided a reminder regarding the Proposed Peripheral Canal

I. MANAGER'S REPORT

1. Landscape Managers Report

Parks and Landscape Manager Perez – Provided a presentation on the Clipper Drive Project and an update on several other related items. Parks and Landscape Manager Perez received a certificate for completing the Arborist exam.

There was discussion between the Board and the Parks and Landscape Manager.

2. Salinity Study

Water and Wastewater Manager Koehne – Provided the study of the Salinity Project. There was discussion between the Board and the Water and Wastewater Manager.

J. GENERAL MANAGER'S REPORT

General Manager Howard – Provided details in regards to the Kiper Home Development Plan, the Capacity Fee Report, and the California Special District Annual Conference. There was discussion between the Board and the General Manager.

K. DISTRICT LEGAL COUNSEL REPORT

None

L. COMMITTEE UPDATES

None

M. CORRESPONDENCE – Discussion and Possible Action

1. R – Discovery Bay P-6 Zone Citizen Advisory Committee Minutes dated June 18, 2012

N. PUBLIC RECORD REQUESTS RECEIVED

O. FUTURE AGENDA ITEMS

1. Leasing space – Old Shopping Center
2. Sub-Committee Calendar

P. ADJOURNMENT

The meeting adjourned at 8:42 p.m. to the next regular meeting on September 19, 2012 starting at 7:00 p.m. at 1800 Willow Lake Road.

//cmc – 09.12.12

<http://www.todb.ca.gov/content/agenda-and-minutes/>



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

September 19, 2012

Prepared By: Dina Breitstein, Finance Manager & Lesley Marable, Sr. Accounts Clerk
Submitted By: Rick Howard, General Manager

Agenda Title

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 \$201,611.90

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 2012/2013
Request For Authorization to Pay Invoices for the Discovery Bay Lighting & Landscape District # 8 2012/2013
Request For Authorization to Pay Invoices for the Discovery Bay Lighting & Landscape District # 9 2012/2013

AGENDA ITEM: E-2

Request for authorization to pay invoices (RFA)
For the Meeting on September 19, 2012
Town of Discovery Bay CSD
For Fiscal Year's 7/12 - 6/13

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
Administration				
Alyssa Freeman	1-011-460-012-5.03	Overpayment on Cust. Account, refund	8/25/2012	\$40.32
American Retrofit Systems	245	Install cat 5 for VIOP WWTP2	8/29/2012	\$125.00
Bay Area News Group	2005834/0000536366	Public Notice,Conflict of Interest Code	8/31/2012	\$43.60
Big Dog Computer	BDC32902	Networking, VIOP consulting	9/11/2012	\$337.50
Big Dog Computer	BDC32903	Configuration of Email	9/11/2012	\$47.50
Big Dog Computer	BDC32904	Field Service on site	9/11/2012	\$380.00
Big Dog Computer	BDC32906	Monthly GOTO, Driver Installation	9/11/2012	\$160.00
Brut Force Janitorial	9	Sept 2012 Janitorial Service (Z57,61 \$50.00)	8/22/2012	\$300.00
Caselle, Inc.	44282	4 additional concurrent User lic	8/22/2012	\$2,000.00
Caselle, Inc.	44580	Contract Support Oct 2012	9/1/2012	\$690.00
Croce & Company	1117892	Consulting Services for the year end 2011	8/31/2012	\$8,570.25
Freedom Mailing Service, Inc	21267	Water Bill Processing & Mailing	9/7/2012	\$936.00
Neumiller & Beardslee	250172	Services through 07/31/12	8/15/2012	\$2,081.47
Office Depot	622310299001	Office Supplies & Kitchen Supplies	8/24/2012	\$94.03
Office Depot	622310375001	Trash Bags	8/24/2012	\$5.72
Office Depot	622310376001	Office Supplies	8/24/2012	\$3.66
Ricoh Americas Corporation	416295369	Photocopier Maintenance Aug	9/1/2012	\$227.98
SDRMA	11755	Medical Coverage Oct 2012	9/6/2012	\$1,712.61
U.S. Bank Corporate Payment System	4246044555703473/812	Travel and Meetings	8/27/2012	\$2,037.20
U.S. Bank Corporate Payment System	4246044555703473/812	Travel and Meetings	8/27/2012	\$833.84
U.S. Bank Corporate Payment System	4246044555703473/812	Memberships	8/27/2012	\$120.00
U.S. Bank Corporate Payment System	4246044555703473/812	Phone Bill for July (Z61 16.16)	8/27/2012	\$564.88
U.S. Bank Corporate Payment System	4246044555703473/812	Cell phone charges (april-june)	8/27/2012	\$466.54
U.S. Bank Corporate Payment System	4246044555703473/812	Misc. Small Tools	8/27/2012	\$43.71
U.S. Bank Corporate Payment System	4246044555703473/812	Misc small tools	8/27/2012	\$14.05
U.S. Bank Corporate Payment System	4246044555703473/812	Equipment Repair	8/27/2012	\$19.95
U.S. Bank Corporate Payment System	4246044555703473/812	Postage	8/27/2012	\$5.75
U.S. Bank Corporate Payment System	4246044555703473/812	Office Supplies	8/27/2012	\$1,367.51
U.S. Bank Corporate Payment System	4246044555703473/812	Special Expense, flowers	8/27/2012	\$100.13
U.S. Bank Corporate Payment System	4246044555703473/812	Intuit Support	8/27/2012	\$39.00
U.S. Bank Corporate Payment System	4246044555703473/812	UPS, Financing Authority Docs	8/27/2012	\$69.24
U.S. Bank Corporate Payment System	4246044555703473/812	Credit for charge on 05/30/12	8/27/2012	-\$200.24
U.S. Bank Corporate Payment System	4246044555703473/812	Special Dist (Zone 57,61, PnR)	8/27/2012	\$443.72
U.S. Bank Corporate Payment System	4246044555703473/812	Misc Expense	8/27/2012	\$10.99
U.S. Bank Corporate Payment System	4246044555703473/812	Misc Expense, Lion Club	8/27/2012	\$225.00
UPS	000012X417352	Fee week ending 080412	9/1/2012	\$1.44
Verizon Wireless	1114640752/571177035	Cell phone bill for Aug 2012	8/26/2012	\$98.45
		Administration	Sub-Total	\$24,016.80
Water				
American Retrofit Systems	249	Repair Lights on Booster Building	9/10/2012	\$155.00
Brentwood Ace Hardware	808/083112	Misc Supplies	8/31/2012	\$51.49
California Rural Water Association	OCT 2012-OCT 2013	Oct 2012-Oct 2013 Membership Dues	8/8/2012	\$937.00
EnerPower	61516	Electric charges for 07/13-08/10/12	9/5/2012	\$1,998.00
EnerPower	61518	Electric charges for 07/13-08/10/12	9/5/2012	\$1,293.00
Golden State Flow Measurement, Inc	I-035703	100 1 water meters"	9/5/2012	\$19,579.18
J.W. Backhoe & Construction, Inc.	1733	Leak Clubhouse Dr & Hampton Ct	8/31/2012	\$11,057.25
Neumiller & Beardslee	250172	Veolia Contract	8/15/2012	\$25.80
Office Depot	621326357001	Chair	8/17/2012	\$39.16
Office Depot	622310299001	Office Supplies & Kitchen Supplies	8/24/2012	\$4.92
Office Depot	622310377001	Plant 1 Hand Soap	8/24/2012	\$4.41
Paul E. Vaz Trucking, Inc.	21650	Hauling and Material	8/31/2012	\$384.51
Paul E. Vaz Trucking, Inc.	21651	Hauling	8/31/2012	\$519.51
U.S. Bank Corporate Payment System	4246044555703473/812	CA Symposium	8/27/2012	\$405.00
U.S. Bank Corporate Payment System	4246044555703473/812	Phone bill for July	8/27/2012	\$187.38
U.S. Bank Corporate Payment System	4246044555703473/812	Cell bill for april-june	8/27/2012	\$365.94

U.S. Bank Corporate Payment System	4246044555703473/812	Vehicle Fuel	8/27/2012	\$521.55
U.S. Bank Corporate Payment System	4246044555703473/812	Automotive Supplies	8/27/2012	\$14.61
U.S. Bank Corporate Payment System	4246044555703473/812	General Repairs	8/27/2012	\$735.62
U.S. Bank Corporate Payment System	4246044555703473/812	Computer Equip.	8/27/2012	\$33.46
U.S. Bank Corporate Payment System	4246044555703473/812	Misc. small tools	8/27/2012	\$13.38
U.S. Bank Corporate Payment System	4246044555703473/812	Office Supplies	8/27/2012	\$16.00
Veolia Water North America	18843	Repair & Maintenance July 2012	8/22/2012	\$885.37
Verizon Wireless	1114640752/571177035	Cell phone bill for Aug 2012	8/26/2012	\$120.36
Watersavers Irrigation Inc.	11213077	Insecticide	8/29/2012	\$19.70
Yusen Logistics	7580355-1	Defectiver FireFllys	8/20/2012	\$330.05

Water Sub-Total \$39,697.65

Wastewater

Advanced Pipeline Services	861	Video Inspect Clay Sewer Beaver Lane	8/23/2012	\$1,125.00
Aero-Mod, Inc.	S021730-2	0.4 meter, inlet throat, 3 inch flange	6/21/2012	\$1,205.94
American Retrofit Systems	243	Wire portable generator WWTP2	8/23/2012	\$850.00
Brentwood Ace Hardware	808/083112	Misc Supplies	8/31/2012	\$51.71
Delta Fence Company, Inc.	23616	Fence repair at Plant #1 & #2	8/16/2012	\$600.00
EnerPower	61517	Electric charges for 07/13-08/10/12	9/5/2012	\$127.00
Gierlich-Mitchell, Inc.	BW 13352	Trash Pump	9/1/2012	\$40,480.09
Herwit Engineering	BD-MP-16-1	Conveyance Pump & SCADA Improvements	9/11/2012	\$447.50
Herwit Engineering	DB-MP-36-1	Plant 1 Fiber Optic Line	9/11/2012	\$3,900.00
J.W. Backhoe & Construction, Inc.	1728	Removed Deposit from 3 manholes	8/21/2012	\$2,489.00
Neumiller & Beardslee	250172	NPDES	8/15/2012	\$187.50
Neumiller & Beardslee	250172	Veolia Contract	8/15/2012	\$38.70
Office Depot	622310299001	Office Supplies & Kitchen	8/24/2012	\$7.38
Office Depot	622310377001	Plant 1 Hand Soap	8/24/2012	\$6.61
R & M Signs	90512	4 Town Logos for trash pump	9/5/2012	\$40.00
U.S. Bank Corporate Payment System	4246044555703473/812	Phone bill for July	8/27/2012	\$365.04
U.S. Bank Corporate Payment System	4246044555703473/812	Cell bill for april-june	8/27/2012	\$549.41
U.S. Bank Corporate Payment System	4246044555703473/812	Vehicle Fuel	8/27/2012	\$240.32
U.S. Bank Corporate Payment System	4246044555703473/812	Automotive Supplies	8/27/2012	\$21.92
U.S. Bank Corporate Payment System	4246044555703473/812	Misc. small tools	8/27/2012	\$13.37
U.S. Bank Corporate Payment System	4246044555703473/812	Office Supplies	8/27/2012	\$23.99
Van De Pol Enterprises, Inc.	0274120-IN	Diesel Fuel Trailer	8/22/2012	\$748.88
Van De Pol Enterprises, Inc.	0274124-IN	Diesel for Diesel Fuel trailer	8/22/2012	\$457.34
Veolia Water North America	18843	Repair & Maintenance July 2012	8/22/2012	\$6,509.89
Verizon Wireless	1114640752/571177035	Cell phone bill for Aug 2012	8/26/2012	\$129.46
W. J. Kirk Welding	44820	Weld SS Hinges	8/9/2012	\$225.00
Watersavers Irrigation Inc.	11213077	Insecticide	8/29/2012	\$29.55

Wastewater Sub-Total \$60,870.60

Community Center

Neumiller & Beardslee	250172	Community Center, Old Republic Title	8/15/2012	\$537.50
-----------------------	--------	--------------------------------------	-----------	----------

Community Center Sub-Total \$537.50

Grand Total \$125,122.55

Request For Authorization To Pay Invoices (RFA)
For the Meeting on Sept 19, 2012
Town of Discovery Bay, D.Bay L&L Park #8
For Fiscal Year's 7/12 - 6/13

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
American Retrofit Systems	242	Trailer lights on dump trailer	8/23/2012	\$100.00
American Retrofit Systems	244	Install amber strobe light on Gator, lift	8/23/2012	\$1,735.00
American Retrofit Systems	246	Repair lights at Cornell Park	9/4/2012	\$250.00
Boething Treeland Farms, Inc.	TV232313	Clipper Dr	9/6/2012	\$1,729.77
Brentwood Ace Hardware	808/083112	Paint for Clipper Dr	8/31/2012	\$16.54
Brentwood Tire Company	26395	Dump Trailer	8/29/2012	\$200.00
Brut Force Janitorial	9	Sept 2012 Janitorial Service	8/22/2012	\$385.00
Brut Force Janitorial	9	Sept 2012 Janitorial Service	8/22/2012	\$25.00
Cleary Bros Landscape, Inc.	I-91808	Common Area behind Cove Lane	8/22/2012	\$960.00
Discovery Bay Disposal	17-0001966/083112	Disposal Service for Aug	8/31/2012	\$279.75
Express Employment Professionals	114238744	Landscape Clipper Dr	8/22/2012	\$679.57
Hydropoint Data Systems, Inc.	1033103/HR106150	WeatherTRAK Renewal 1 year	8/15/2012	\$225.00
Neumiller & Beardslee	250172	Landscaping Contract	8/15/2012	\$129.00
Odyssey Landscape Co, Inc.	36037656	Irrig repairs Clipper Dr	8/31/2012	\$4,804.00
Ross Recreation Equipment Co., In	92171	Cornell PK Tables & Benches	8/30/2012	\$26,188.24
Valley Crest Landscaping	4068109	Cornell Park	8/27/2012	\$1,642.00
Valley Crest Landscaping	4069635	Hywy 4 and West	8/29/2012	\$1,080.00
Valley Crest Landscaping	4072776	Landscape Maintenance Sept 2012	9/10/2012	\$8,457.00
Van De Pol Enterprises, Inc.	0274120-IN	Diesel Fuel Trailer	8/22/2012	\$187.22
Verizon Wireless	1114640752/571177035	Cell phone bill for Aug 2012	8/26/2012	\$116.40
Watersavers Irrigation Inc.	I1210501	Discovery Bay Blvd	8/22/2012	\$85.44
Watersavers Irrigation Inc.	I12105011	Clipper Dr	8/23/2012	\$275.22
Watersavers Irrigation Inc.	I1210502	Clipper Dr	8/22/2012	\$1,055.81
Watersavers Irrigation Inc.	I1210817	Clipper Dr	8/23/2012	\$25.28
Watersavers Irrigation Inc.	I1210821	Clipper Dr	8/23/2012	\$123.98
Watersavers Irrigation Inc.	I1213077	Clipper Dr	8/29/2012	\$907.20
Watersavers Irrigation Inc.	I1213077	Clipper Dr	8/29/2012	\$12.23
Watersavers Irrigation Inc.	I1213134	Clipper Dr	8/29/2012	\$119.08
Watersavers Irrigation Inc.	I1214547	Clipper Dr	9/4/2012	\$202.81
Watersavers Irrigation Inc.	I1216158	Clipper Dr	9/7/2012	\$212.68
Williams Sanitary Service	23795	Clipper Dr toilet rental	9/3/2012	\$115.83
Woodmill Recycling Company	2012-1870	Greenwaste Recycling Fee Aug 2012	8/31/2012	\$37.00
Town of Discovery Bay CSD	18	Zone 8 Payroll Reimb August	9/10/2012	\$10,962.66
Town of Discovery Bay CSD	9-900-000-004-2.01	Water Usage	7/15/2012	\$1,337.82
Town of Discovery Bay CSD	9-900-000-004-2.02	Water Usage	7/15/2012	\$406.05
Town of Discovery Bay CSD	9-900-000-004-2.03	Water Usage	7/15/2012	\$613.82
Town of Discovery Bay CSD	9-900-000-004-2.04	Water Usage	7/15/2012	\$72.03
Town of Discovery Bay CSD	9-900-000-004-2.05	Water Usage	7/15/2012	\$31.95
Town of Discovery Bay CSD	9-900-000-004-2.07	Water Usage	7/15/2012	\$4.82
Town of Discovery Bay CSD	9-900-000-004-2.08	Water Usage	7/15/2012	\$12.30
Town of Discovery Bay CSD	9-900-000-004-4.01	Water Usage	7/15/2012	\$2.62
Town of Discovery Bay CSD	9-900-000-004-4.02	Water Usage	7/15/2012	\$32.72
Town of Discovery Bay CSD	9-900-000-004-4.03	Water Usage	7/15/2012	\$189.16
Town of Discovery Bay CSD	9-900-000-004-4.04	Water Usage	7/15/2012	\$25.20
Town of Discovery Bay CSD	9-900-000-004-4.05	Water Usage	7/15/2012	\$57.75
Town of Discovery Bay CSD	9-900-000-004-4.06	Water Usage	7/15/2012	\$157.13
Town of Discovery Bay CSD	9-900-000-004-4.09	Water Usage	7/15/2012	\$19.35
U.S. Bank Corporate Payment	4246044555703473/812	Clipper Dr	8/27/2012	1,768.52
U.S. Bank Corporate Payment	4246044555703473/812	Travel and Meetings	8/27/2012	328.56
U.S. Bank Corporate Payment	4246044555703473/812	Phone bill for July	8/27/2012	45.79
U.S. Bank Corporate Payment	4246044555703473/812	Cell bill for April-June	8/27/2012	336.83
U.S. Bank Corporate Payment	4246044555703473/812	Vehicle Fuel	8/27/2012	476.91
U.S. Bank Corporate Payment	4246044555703473/812	Misc. small tools	8/27/2012	16.23
U.S. Bank Corporate Payment	4246044555703473/812	Facility Maint-Landscaping	8/27/2012	1,674.63
				\$70,934.90

Request For Authorization To Pay Invoices (RFA)
For the Meeting on September 19, 2012
Town of Discovery Bay, D.Bay L&L Park #9 (Ravenswood)
For Fiscal Year's 7/12 - 6/13

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
Brentwood Tire Company	26395	Dump Trailer	08/29/12	\$157.41
Brut Force Janitorial	9	Sept 2012 Janitorial Service	08/22/12	\$25.00
Office Depot	621326357001	Chair	08/17/12	\$39.16
Verizon Wireless	1114640752/571177035	Cell phone bill for Aug 2012	08/26/12	\$77.78
Town of Discovery Bay	9-900-000-004-3.02	Water Usage	07/15/12	\$2,550.17
Town of Discovery Bay	9-900-000-004-3.03	Water Usage	07/15/12	\$580.80
Town of Discovery Bay	9-900-000-004-3.01	Water Usage	07/15/12	\$114.72
Town of Discovery Bay	19	Zone 9 Payroll Reimb Aug 2012	09/10/12	\$1,501.54
Town of Discovery Bay	17	Notice of Exemption for Ravenswood	09/04/12	\$50.00
Williams Sanitary Service	23795	Ravenswood Tiolet Rental	09/03/12	\$180.00
U.S. Bank Corporate Payment System	4246044555703473/812	Phone bill for July	8/27/2012	\$53.30
U.S. Bank Corporate Payment System	4246044555703473/812	Cell bill for April-June	8/27/2012	\$224.57
			Total	\$5,554.45



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date
September 19, 2012

Prepared By: Rick Howard, General Manager
Submitted By: Rick Howard, General Manager

Agenda Title

Annual Conference of the California Special District Association (CSDA)

Recommended Action

Authorize attendance at the Annual California Special District Association Conference for President Steele, Vice-President Graves and Director Mattison

Executive Summary

The Annual CSDA Conference is taking place in Southern California this month. Scheduled to take place in San Diego, California, September 21-27, 2012 this Annual Conference brings exhibitors, Board Members and General Managers from across California together in a collaborative and educational environment intended to become better informed of issues and trends facing Special Districts.

On July 19, 2012 staff sent an email to the Board seeking interest from Board Members and asking if any member of the Board would like to attend the CSDA Annual Conference. Only President Steele, Vice-President Graves and Director Mattison responded that they would like to attend the Conference.

Pursuant to Government Code §61047(e) (5), the Board must previously authorize a Board member's presence at a training program. The Board Member must also deliver a written report at the next available meeting concerning the training session(s) attended. Pursuant to this section, Board members are permitted a stipend for attending this conference.

Fiscal Impact:

Amount Requested Per Attendee - \$575.00 Conference Registration, \$300.00 Hotel, \$370.00 Travel Expenses, Misc reimbursable expenses, Stipend

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

2012 CSDA Annual Conference Guide
Board Member Invite

AGENDA ITEM: E-3

Gaslamp
Quarter

San Diego
SEPTEMBER
21-27, 2012



Conference Registration, Exhibitor Prospectus and Sponsorship Opportunities



2012 CSDA Annual Conference & Exhibitor Showcase

The leadership conference for special districts



Gaslamp
Quarter

Westin Gaslamp Quarter, San Diego



Who Should Attend?

Board members – directors and trustees
General managers
Department managers and supervisors
Administrative support staff
Finance managers
Board secretaries
Legal counsel
Consultants
Suppliers
Fire/police chief



SDRMA Credit Incentive Points

Special District Risk Management Authority (SDRMA) is committed to establishing a strategic partnership with our members to provide maximum protection, help control losses and positively impact the overall cost of property/liability and workers' compensation coverage through the Credit Incentive Program. Credit incentive points can be earned based on an Agency's attendance at workshops/sessions noted by "Earn SDRMA CIPs or CIPs".

Join us this year in San Diego's beautiful, historical Gaslamp Quarter for the CSDA Annual Conference and Exhibitor Showcase. The Gaslamp is one of the most popular destinations in San Diego, in a centralized location full of history, culture and endless things to see and do.

The Gaslamp Quarter is the heart of downtown San Diego, comprised of 16 blocks chock full of restaurants, shops and nightlife. The area underwent a massive urban renewal in the 1980s and 90s and is today the entertainment and business hub of the city. Grand Victorian-era buildings are home to more than 100 of the city's finest restaurants, 35 pubs and nightclubs and 100 retail shops, as well as theatres and art galleries.

The location of this year's conference is one that allows attendees to see and experience one of the most popular cities in California while receiving top-of-the-line education, complete with valuable networking opportunities. At this year's conference, attendees will have over 30 education sessions to choose from on a variety of special district issues ranging from governance to human resources to finance and more. Over 50 exhibitors will be in attendance with products and services of use to special districts of all types and sizes. And attendees will benefit from the knowledge of three nationally recognized keynote speakers.

This year's conference will be an event that melds education, networking and the experience of an incredible city. As you go through this brochure, take the time to see what interests you and how you can make the most of the Annual Conference and the incredible location hosting it.

Monday, September 24

9:00 – 11:00 a.m.

Special District Administrator (SDA) Exam
by The Special District Leadership Foundation

9:00 a.m. – 4:00 p.m.

Workshop #1 *(Pre-Registration/Payment Required)*
**Special District Leadership Academy Module 1:
Governance Foundations**



As the core of CSDA's Special District Leadership Academy, this workshop serves as the "foundation" for the series on effective governance of special districts.

\$225 Member | \$375 Non-member | *Earn SDRMA CIPs*

9:00 a.m. – 4:00 p.m.

Workshop #2 *(Pre-Registration/Payment Required)*
Organizational Assessment and Strategic Planning

In this workshop, attendees will examine six critical areas of good public agency organizational health and how to integrate those areas with long-term strategic planning for special districts.

\$225 Member | \$375 Non-member



11:00 a.m. – 5:00 p.m.

CSDA Annual Golf Tournament

Riverwalk Golf Club

\$125 includes golf with cart, lunch, and prizes!



1:30 – 3:30 p.m.

Richard A. Reynolds Groundwater Desalination Facility Tour

\$10 per person includes transportation to/from hotel.

 ONLY REGISTERED CSDA CONFERENCE ATTENDEES OR REGISTERED GUESTS ARE ELIGIBLE TO ATTEND. REGISTER EARLY, SPACE IS LIMITED.



Yuma Building

One of downtown's first brick structures, the building was first owned by Captain Wilcox, who arrived in San Diego in 1849 at the helm of the U.S. Invincible.

“These conferences are a great, once-a-year opportunity for special district elected officials and managers to share and learn among our peers.”

Joe Barget, Vandenberg Village
Community Services District

Conference Begins!

Monday | 5:30 – 7:30 p.m.

President's Reception with
the Exhibitors

 ALL ATTENDEES WELCOME



 Food, Drink and Raffle 

Tuesday, September 25

- 7:30 a.m. – 3:00 p.m.** **Exhibit Hall Open**

- 7:30 – 8:30 a.m.** **Coffee with Exhibitors (Raffle)**

- 9:00 – 10:45 a.m.** **Continental Breakfast and Opening Keynote Presentation: J.R. Martinez**
 “Plug in to your Potential: Spark Endless Possibilities through Goal-Setting for Yourself and Your District”

- 11:00 a.m. – 12:15 p.m.** **Breakout Sessions**
 - The Cost of Poor Benefits Plan Design & Some Win-Win Fixes, *Chang, Ruthenberg & Long PC*
 - What’s New About LAFCo, *CALAFCO*
 - Got Work? When Do You Have to Pay for it Under the FLSA?, *Nossaman LLP (CIP)*
 - New Developments: The Brown Act and Public Records Act, *Liebert Cassidy Whitmore (CIP)*
 - Serving the Public Through Best Board Practices, *BHI Management Consulting (CIP)*
 - Measure WW: Lessons in Presenting Successful Ballot Measures, *Communication Advantage*

- 12:15 – 1:30 p.m.** **Lunch on Your Own (exhibit hall open)**

- 1:30 – 3:00 p.m.** **Exhibitor Showcase Finale – Dessert/Grand Prizes** 🍰

- 3:15 – 4:30 p.m.** **Super Session: Barbara Sanfilippo, “Lead in High Definition – Engage Staff, Inspire Leaders, Dream Big!”**



Tuesday | 9:00 – 10:45 a.m.

J.R. Martinez

Plug in to your Potential: Spark Endless Possibilities through Goal-Setting for Yourself and Your District

2011 turned out to be a banner year for former “All My Children” star J.R. Martinez. Not only did he and his dance partner Karina Smirnoff take ABC’s “Dancing With The Stars” season 13 coveted mirror ball trophy, he was also named the 2012 Tournament of Roses Grand Marshal. He was on the November 7 cover of *People Magazine*, featured in the Sexiest Man Alive issue and was one of their 25 Most Intriguing People of the year. CSDA is pleased to have him at this year’s conference to inspire and motivate attendees to reach their potential personally and professionally.

Tuesday | 3:15 – 4:30 p.m.

Barbara Sanfilippo

Lead in High Definition – Engage Staff, Inspire Leaders, Dream Big!



Despite the sluggish economy, lean staffing and challenging environment, the good news is we can turn anxiety into action and pessimism into passion—if we focus on what we can control. In this idea-packed and entertaining program, Barb

will share proven and fun ideas to engage employees, improve service, raise performance, be an inspirational coach, and, most of all, help you and your staff embrace a success mindset regardless of circumstances. In this energizing and interactive session you’ll leave inspired and armed with proven ideas to encourage employees.



A Night of Baseball, Networking, Food & Fun!

5:30 – 7:00 p.m.
Tailgate Party with the Exhibitors at Petco Park

7:00 p.m.
Padres VS Dodgers

Join our exhibitors in a unique event at the ballpark! This event begins with a tailgate party reception at the ballpark and then you’ll watch the Padres take on the Dodgers from atop the Western Metal Rooftop Bleachers, an area reserved exclusively for CSDA attendees. Your all-inclusive ticket includes: entry into the game, a pre-game buffet, ballpark snacks, and hosted beverage service (soda & draft beer) for CSDA’s cost of only \$50 per person. Transportation to/from the conference hotel is also included.

📍 **OPTIONAL, LIMITED SPACE, REGISTER EARLY!**



Petco Park has become a destination and thanks to the Park in the Park and nearby bars and restaurants, game days are festive. This is a good ballpark to walk around during the game and there are plenty of places to stand. The Padres even provide railings for food and drink on their lower level concourse, which has views of the playing field. San Diego may be a laid back town but the crowd gets into the game, especially when their fiercest rival, the Dodgers, are in town.

Wednesday, September 26

8:30 – 9:00 a.m.

SDRMA Sponsored Full Plated Breakfast  ALL ATTENDEES & EXHIBITORS WELCOME

9:00 – 10:45 a.m.

SDRMA General Session, Safety Awards, Keynote
Keynote by Jeff Havens: "Becoming a More Annoying You"


11:00 a.m. – 12:00 p.m.

Breakouts

- Cost Saving Early Retirement Incentives, *PARS*
- The Nurse Will Listen to You Now, *SDRMA/Company Nurse (CIP)*
- There's an App for That!, *SDRMA/TargetSolutions (CIP)*
- AB1234 Required Ethics Training (part 1 of 2, must attend both sessions for credit), *Meyers Nave (CIP)*
- The Alternative Workforce – Independent Contractors, Retired Annuitants, and Volunteers, *Kronick Moskowitz Tiedemann & Girard*
- How to Avoid Disability Discrimination Claims in the Workplace, *Best, Best & Krieger (CIP)*
- CSDA Finance Corporation Board and Annual Meeting

12:00 – 1:30 p.m.

CSDA Annual Awards Luncheon

Join us as we celebrate the best of special districts with awards including: Board President of the Year, General Manager of the Year, the prestigious William Hollingsworth Award of Excellence and more!  ALL ATTENDEES WELCOME

1:45 – 2:45 p.m.

Breakouts

- SDRMA – Pool Coverage – Do I Need a Life Vest?, *SDRMA (CIP)*
- Building a Positive Working Relationship with Your Governing Body, *Liebert Cassidy Whitmore (CIP)*
- Assessing Your Organization for Efficiency, *BHI Management Consulting*
- AB1234 Required Ethics Training (part 2), *Meyers Nave*
- Streamlining Payment Processes for Local Government, *Bank of the West*
- Strategic Performance Management: Using Logic Models to Drive Results, *CPS HR Consulting*

3:00 – 4:30 p.m.

Breakouts

- Can I Accept That Gift? What you need to know about the updated FPPC Gift Regulations, *Meyers Nave*
- Capital Funding in the Wake of the Great Recession, *CSDA Finance Corporation*
- Rate Rollback: Proposition 218 and Initiative Measures, *Kronick Moskowitz Tiedemann & Girard and Foresthill Public Utility District*
- Revenues – Where's the Fire?! Where's the Water?!, *NBS*
- A-B-CEQA, *Bergman Dacey Goldsmith*
- An Update on ABx1 26 (RDA Dissolution) – Is It Working?, *Lewis, Brisbois, Bisgaard & Smith*

5:30 – 7:30 p.m.

Taste of the City Reception

From San Diego's "Little Italy" to fresh seafood to the influence of the Mexican culture on San Diego's cuisine, join us for an evening of food tasting inspired by the city of San Diego.

Attendees at this reception will have the opportunity to participate in the Special District Leadership Foundation (SDLF) silent auction to raise funds for scholarships for the Special District Leadership Academy programs. A special wine raffle will also be held at 7:00 p.m. Be sure to purchase tickets throughout the conference for the chance to win a deluxe 35 bottle wine cellar fully stocked with 35 bottles of wine...almost a \$1,000 value. You must be present to win!

SDLF is an independent, non-profit organization formed to promote good governance and best practices among California's special districts through certification, accreditation and other recognition programs. The SDLF and its activities are supported through the California Special Districts Association and Special District Risk Management Authority.



Sponsored by:



Sponsored by:



9:00 – 10:45 a.m.

Jeff Havens

Becoming a More Annoying You

Full of reverse psychology and Jeff's trademark wit, "Becoming a More Annoying You!" will help improve your professional behavior by "encouraging" you to engage in all kinds of bad workplace behaviors. This is flat out the most hilarious professional etiquette seminar you're ever going to attend, filled with all the takeaways and useful information of a more straightforward presentation and all the entertainment and value of a comedy show. Because improving your district culture doesn't have to be boring.

Thursday, September 27

8:30 – 10:00 a.m.

Breakout Sessions

- Chapter Roundtable Discussion
- What to Expect When You're Needing Community Support, *SCI Consulting Group*
- Nightmare to Hollywood Ending: Special Districts Getting Out of the Red, *Fox Rothschild, LLP*
- Accommodating Bad Behavior: We're Not Going to Take It! *Liebert Cassidy Whitmore (CIP)*
- What's REALLY Going On! The Latest Update on Prevailing Wage, CMU, and ARRA Requirements, *Contractor Compliance & Monitoring, Inc.*
- 21st Century Privacy Issues in the Workplace, *Liebert Cassidy Whitmore (CIP)*
- Local Investing for Special Districts through County Treasurer-Tax Collectors: What Are the Options & Benefits? *Treasurer-Tax Collector Panel*

10:15 a.m. – 12:00 p.m.

Closing Brunch: Legislative Roundup: Ralph Heim and Kyle Packham

Sacramento's Impact on Your District and the Future of Special Districts



Thursday | 10:15 a.m. – 12:00 p.m.

Ralph Heim

Sacramento's Impact on Your District and the Future of Special Districts

Ralph Heim of Public Policy Advocates and CSDA Advocacy & Public Affairs Director Kyle Packham will present attendees with the most up-to-date information on the outcome of the biggest state budget and legislative issues impacting special districts in 2012. This year included major action on property taxes, public employee pensions, LAFCO and public contracting; Get all the latest legislative results and what it means for special districts going forward.

* Chapter of the Year Award Presentation



CSDA Recognizes the Best Among Special Districts

Do you have a board member, staff member, local chapter or program that you feel deserves recognition?



Each year, CSDA presents various awards during the CSDA Annual Conference and Exhibitor Showcase. There are a number of different categories. Please consider outstanding individuals within your districts for individual awards. Chapter awards and district awards are also open for nominations.

Visit the Awards section of our conference website at conference.csda.net for more information.

“The annual conference always gives me something I can use in my role as a board member.”

Michael Seaman, Fulton-El Camino RPD

Questions? If you have any questions regarding the awards or the awards process, please contact Charlotte Lowe, executive assistant, at the CSDA office toll-free at 877.924.2732 or by email at charlottel@csda.net. DEADLINE for submissions is FRIDAY, AUGUST 24, 2012. All applicants will be notified prior to the Annual Conference who the winner is. Winners will be awarded at the CSDA Annual Conference & Exhibitor Showcase in San Diego during the Awards Luncheon on Wednesday, September 26.

The Gaslamp Quarter is located just four miles from San Diego International Airport, and is easily accessible by taxi, limousine, rental car or commercial shuttle service.



Westin Gaslamp Quarter

910 Broadway Circle
San Diego, CA 92101
619-239-2200

To reserve a room at the Westin Gaslamp Quarter, either book a room through the conference website, conference.csda.net, or contact the Westin toll-free at 1-800-WESTIN-1 or 619-239-2200. All reservations must be accompanied by a one night room and tax deposit, guaranteed with a major credit card. Hotel will not hold any reservations unless secured by this deposit. (All major credit cards accepted.) The first night room and tax becomes NON-REFUNDABLE if a reservation is cancelled after the cut-off date of Thursday, August 30, 2012.

CSDA room rates are \$169.00 plus tax. When

booking your room, please **ask for the CSDA group rate**. This rate is also good three days before and after the conference, based on availability!



Car Rental Discount

Enterprise Rent A Car is offering all CSDA conference attendees a special conference discount. You can make reservations online at www.enterprise.com or call directly to 800-Rent-A-Car. The group code is: NACA 107. Reservations are recommended.



Man's Best Friend

It was near Christmas in 1886 when Bum--part St. Bernard, part spaniel, all mutt--arrived from San Francisco, a stowaway aboard the steamer Santa Rosa. In the next 12 years, Bum barked and scrounged his way into the hearts of San Diegans, still reeling from one boom-and-bust cycle to another. Most of the politicians of that era, and all of the newspapermen, are long forgotten, but a bronze statue of Bum still sits near the William Heath Davis house museum. Check it out.

Ten reasons why you should attend the 2012 CSDA Annual Conference and Exhibitor Showcase

CSDA's Annual Conference has a proven record of providing some of the best education opportunities for district staff and elected officials

1. Interact with industry experts
2. Hear success stories from colleagues
3. Learn about challenges and solutions from special district case studies
4. Be the first to hear about special district trends
5. Gain knowledge and inspiration from nationally recognized speakers
6. Attend specialized workshops and sessions designed to address your needs
7. Meet one-on-one with industry suppliers who understand your needs
8. Attend numerous networking opportunities
9. Make new contacts and maintain key relationships
10. Earn Credit Incentive Points from the Special District Risk Management Authority (SDRMA)





ATTENDEE REGISTRATION FORM

2012 CSDA Annual Conference and Exhibitor Showcase
San Diego, California

(Please print) All future correspondence will be sent to the key contact.
One form per attendee.

Three Ways to Register

1. ONLINE by visiting the CSDA Annual Conference website at conference.csdanet
2. FAX your registration form to 916-442-7889. All faxed forms must include payment.
3. MAIL CSDA, 1112 I Street, Suite 200, Sacramento, CA 95814, please include registration form along with payment. Check should be made payable to: California Special Districts Association.

Who qualifies for member rates?

All California Special Districts Association and Special District Risk Management Authority members. Contact the CSDA office toll-free 877-924-2732 to find out if you are already a member. It's not too late to become a CSDA member. Simply contact Cathrine Lemaire at cathrinel@csda.net or call toll-free at 877-924-2732.

Registration fees include:

- President's Reception with the Exhibitors Monday evening
- Keynote Sessions and Super Session
- Exhibitor Showcase Dessert on Tuesday
- Exhibitor Showcase on Monday and Tuesday
- SDRMA Full Plated Breakfast on Wednesday
- Awards Luncheon on Wednesday
- All Breakout Sessions on Tuesday, Wednesday, and Thursday
- SDFL "Taste of the City" Reception
- Closing Brunch on Thursday

Name:		Title:	
District:			
Address:			
City:		State:	Zip:
Phone:		Fax:	
Email:		Website:	
Member status: <input type="checkbox"/> Member <input type="checkbox"/> Non-member		<input type="checkbox"/> Vegetarian <input type="checkbox"/> Any Special Needs:	
Conference Registration Fees		Early Bird (on or before Aug. 17)	Regular (after Aug. 17)
<input type="checkbox"/> CSDA Member - Full Conference		\$525.00	\$550.00
<input type="checkbox"/> Non-member - Full Conference		\$685.00	\$710.00
<input type="checkbox"/> Guest - Full Conference (Cannot be from a district) <input type="checkbox"/> Vegetarian		\$250.00	\$300.00
<input type="checkbox"/> CSDA Member - One-day registration <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday		\$250.00 each day	\$275.00 each day
<input type="checkbox"/> Non-member - One-day registration <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday		\$410.00 each day	\$435.00 each day
Separate Registration Fees		Member	Non-member
<input type="checkbox"/> Pre-Conference Workshop: SDLA Module 1: Governance Foundations - Sept. 24		\$225.00	\$375.00
<input type="checkbox"/> Pre-Conference Workshop: Organizational Assessment & Strategic Planning - Sept. 24		\$225.00	\$375.00
<input type="checkbox"/> CSDA Golf Tournament - Sept. 24		\$125.00	
<input type="checkbox"/> Richard A. Reynolds Groundwater Desalination Facility Tour - Sept. 24		\$ 10.00 (includes transportation) (limited seating)	
<input type="checkbox"/> Tailgate Party with the Exhibitors/Padres vs. Dodgers Game - Sept. 25		\$ 50.00 (includes game, food & drinks) (limited seating)	
<input type="checkbox"/> CSDA Awards Luncheon (Guests only) - Sept. 26		\$ 40.00	
<input type="checkbox"/> SDFL "Taste of the City" Reception (Guests only) - Sept. 26		\$ 50.00	
		TOTAL	
Payment type: <input type="checkbox"/> Check <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> AMEX <input type="checkbox"/> Discover			
Account name:		Account Number:	
Expiration date:		Authorized Signature:	

SELECT THE BREAKOUT SESSIONS YOU'LL BE ATTENDING.	TUESDAY, SEPTEMBER 25, 2012 11:00 a.m. – 12:15 p.m. Breakout Sessions <input type="checkbox"/> The Cost of Poor Benefits Plan Design & Some Win Win Fixes <input type="checkbox"/> What's New About LAFCO <input type="checkbox"/> Got Work? When Do You Have to Pay for it Under the FLSA? <input type="checkbox"/> New Developments: The Brown Act and Public Records Act <input type="checkbox"/> Serving the Public Through Best Board Practices <input type="checkbox"/> Measure WW: Lessons in Presenting Successful Ballot Measures	WEDNESDAY, SEPTEMBER 26, 2012 11:00 a.m. – 12:00 p.m. Breakout Sessions <input type="checkbox"/> Cost Saving Early Retirement Incentives <input type="checkbox"/> No Cost Safety Training – 'There's an App for That!' <input type="checkbox"/> Company Nurse Program – 'The Nurse Will Listen to You Now.' <input type="checkbox"/> AB1234 Required Ethics Training (part 1) <input type="checkbox"/> The Alternative Workforce – Independent Contractors, Retired Annuitants, and Volunteers <input type="checkbox"/> How to Avoid Disability Discrimination Claims in the Workplace	1:45 – 2:45 p.m. Breakout Sessions <input type="checkbox"/> SDRMA – Pool Coverage – 'Do I Need a Life Vest?' <input type="checkbox"/> SDRMA <input type="checkbox"/> Building a Positive Working Relationship with Your Governing Body <input type="checkbox"/> Assessing Your Organization for Efficiency <input type="checkbox"/> AB1234 Required Ethics Training (part 2) <input type="checkbox"/> Streamlining Payment Processes for Local Government <input type="checkbox"/> Strategic Performance Management: Using Logic Models to Drive Results	3:00 – 4:30 p.m. Breakout Sessions <input type="checkbox"/> Can I Accept That Gift? What you need to know about the updated FPPC Gift Regulations <input type="checkbox"/> Capital Funding in the Wake of the Great Recession <input type="checkbox"/> An Update on ABx1 26 (RDA Dissolution) Is It Working? <input type="checkbox"/> Rate Rollback: Proposition 218 and Initiative Measures <input type="checkbox"/> Revenues: Where's the Fire?! Where's the Water?! <input type="checkbox"/> A-B-CEQA	THURSDAY, SEPTEMBER 27, 2012 8:30 – 10:00 a.m. Breakout Sessions <input type="checkbox"/> Chapter Roundtable Discussion <input type="checkbox"/> What to Expect When You're Needing Community Support <input type="checkbox"/> Nightmare to Hollywood Ending: Special Districts Getting Out of the Red <input type="checkbox"/> Accommodating Bad Behavior: We're Not Going to Take It! <input type="checkbox"/> What is REALLY Going On! The Latest Update on Prevailing Wage, CMU, ARRA Requirements <input type="checkbox"/> 21st Century Privacy Issues in the Workplace <input type="checkbox"/> Local Investing for Special Districts through County Treasurer-Tax Collectors: What Are the Options & Benefits?
---	--	--	---	--	--

Cancellation/Substitution Policy: Cancellations must be in writing and received by CSDA not later than August 30. All cancellations received by this date will be refunded less a \$75 processing fee. There will be no refunds for cancellations made after August 30, 2012. Substitutions are acceptable and must be done in writing no later than September 14, 2012. Please submit any cancellation notice or substitution request to sharonf@csda.net or fax to 916-442-7889. **Consent to Use of Photographic Images:** Registration and attendance at, or participation in, CSDA meetings and other activities constitutes an agreement by the registrant to CSDA's use and distribution (both now and in the future) of the registrant or attendee's image or voice in photographs, videotapes, electronic reproductions and audiotapes of such events and activities.

Sponsors

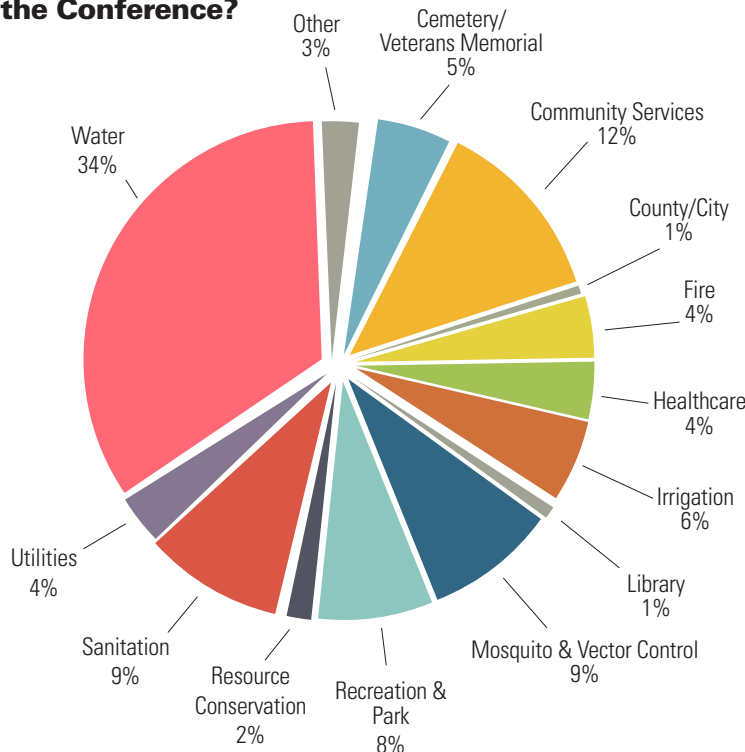
Maximize your marketing dollars by taking advantage of these sponsorship opportunities today!

All sponsorships include: listing on 2012 sponsor flyer inserted in all attendee bags, level recognition in CSDA Conference Edition of *California Special District* magazine, recognition on "Thank You" page of the onsite guide, company listed on sponsor page of conference website, post-conference attendee list (*electronic copy*).

\$20,000	Champion: Keynote Speaker Sponsorship
\$10,000	Premier: SDLF "Taste of the City" Sponsorship
\$5,000	Advocate: (<i>Choose One</i>) Presidents Reception with the Exhibitors, Closing Brunch, or Cyber Café Sponsorship
\$3,000	Supporter: Super Session Sponsorship
\$2,500	Friend: (<i>Choose One</i>) Awards Luncheon or Exhibit Hall Dessert Finale Sponsorship
\$1,000	Pre-Conference District Tour Sponsorship
\$300 - \$1000	Annual Golf Tournament Sponsorships
\$750	Exhibitor Grand Prize Card

Have something else in mind? We are happy to create custom sponsorship packages to meet your marketing needs. Please contact Megan Hemming, professional development director, at meganh@csda.net or toll-free at 877-924-2732.

Who Attends the Conference?



Gain valuable name recognition and exposure by becoming a sponsor and/or exhibitor of CSDA's Annual Conference & Exhibitor Showcase.



“Over the past 18 years, my business partner and I have exhibited at conferences for cities, counties, school & college districts, etc. CSDA’s Annual Conference was not only the best value, it also provided us with the best opportunity to meet the decision-makers of their districts!”

Andy Nichols, President, Nichols Consulting

Exhibitors

Don't miss this opportunity to develop new relationships, reconnect with existing clients and make valuable contacts. If you only pick one tradeshow to exhibit at this year, this should be it!



Network with Key Decision Makers from Special Districts:

Board Members – directors and trustees, General Managers, Department Managers and Supervisors, Finance Managers, Board Secretaries/Clerks, Legal Counsel, Fire/Police Chief

Who Should Exhibit?

Accountants, Architecture and Design Firms, Attorneys/Law Firms, Banks/Financial Advisors/Investment Bankers, Benefits/Retirement Companies, Computer Service Companies, Construction/Design and Planning Consultants, Engineering Firms, Energy Consultants and Suppliers, Environmental Consultants, Government Organizations, Human Resources Consultants, Office Suppliers, Product Distributors, PR/Marketing Firms, Recruitment Advisors, Research Analysts, Relocation Consultants, Training Services, and other companies that provide products/services to districts

Your Exhibitor Booth Includes:

- 8' x 10' booth space
- Draped back wall with 3' high draped side rails
- An exhibitor identification sign
- Company listing in the on-site program guide including a 30-word company description
- Company listing on our conference website
- Company listing on conference mobile app
- Pre-show attendees list for your marketing use
- Two full conference registrations (including meals)
- **(New)** ONE ticket to the Tailgate Party with the Exhibitors and Padres Dodgers Game at Petco Park
- Opportunity to host an appetizer tray at Tailgate Party with the Exhibitors
- Opportunity to host a tray at your booth at President's Reception and Dessert Finale
- Opportunity to donate a prize to the conference raffle
- Company Name on Exhibitor Card for attendee raffle
- **(New)** Opportunity to utilize the exhibitor appointment lounge to schedule one-on-one meetings with attendees
- A post-show listing of conference attendees (electronic copy)



It pays to be a Business Affiliate member of CSDA!

If you register as an exhibitor or attendee, you will receive lower rates if you are a CSDA Business Affiliate. CSDA Business Affiliate membership is available at five investment levels, starting at \$650 per year. Business Affiliate membership provides you with an array of benefits guaranteed to increase your visibility and interaction with special district decision-makers. Depending on the level of your membership investment, you can receive:

- Discounted exhibit booths at the Annual Conference
- Additional invitations to the Business Affiliate Reception
- Complimentary conference registrations
- Participation in the Business Affiliates Golf Tournament
- Complimentary use of CSDA membership mailing list
- Listing in the CSDA online Buyers Guide
- And much more!

Bankers, engineering firms, human resource consultants, financial advisors and construction companies are just a few of the kinds of businesses that belong to CSDA and take advantage of the marketing and networking opportunities we offer.

Business Affiliate membership maximizes your participation in the CSDA Annual Conference. For more information on the benefits of membership and to find out which level best suits your needs, please contact Cathrine Lemaire at 877.924.2732 or cathrine@csda.net.

EXHIBITOR TERMS AND CONDITIONS

1. **ELIGIBLE EXHIBITS:** Exhibition is restricted to companies that are in good standing with CSDA. CSDA reserves the right to determine the eligibility of any company or product for inclusion in the conference and reserve the right to reject, evict or prohibit any exhibit in whole or in part, or any exhibitor, or his/her representatives, with or without giving cause.
2. **NON-ENDORSEMENT:** CSDA does not in any way imply endorsement of any product or service of any exhibitor by entering into the exhibitor contract.
3. **REFUNDS:** CSDA will provide a refund of 50 percent of the booth rental fees if written notice is received on or before August 31, 2012. NO refunds issued after August 31, 2012. NO EXCEPTIONS.
4. **SUBLETTING SPACE:** Exhibitors may neither assign, sublet/apportion the whole or any part of space allotted

without written approval of CSDA. Approval is subject to eligibility as described in Eligible Exhibits.

5. **CANCELLATION:** CSDA's performance, in whole or part, is subject to acts of God, war (whether declared or not) government regulation or advisory, disaster, fire, earthquakes, accidents or other casualty, strikes or threats of strikes, civil disorder, acts or threats of terrorism, government retaliation against foreign enemies, curtailment of transportation services or facilities, the unavailability of the contracted facility, lodging or other necessary facilities, or other causes beyond CSDA's control making it illegal, impossible or commercially impracticable to hold the CSDA Annual Conference. CSDA shall immediately notify exhibitors in the event of termination.
6. **HOLD HARMLESS:** To the fullest extent permitted by law, exhibitors shall indemnify, defend and hold CSDA,

its subsidiaries, and their officers, employees and agents, harmless from any and all liability that might ensue from any cause whatsoever associated with exhibitor's attendance at, exhibition and use of space at the CSDA Annual Conference.

7. **BOOTH ASSIGNMENTS:** Booths will be assigned on a "first come, first served" basis and in the best interest of the exhibition. Assignment of exhibit space shall be solely at the discretion of CSDA. There is no guarantee that requested spaces shall be assigned. Application for booth space must be made by mail or by fax with payment in full. Booths will not be reserved by phone.

8. **EXHIBIT INSTALLATION/DISMANTLING:** Union jurisdictions prevail over all set-up and dismantling of exhibits including signs and laying of carpet. This does not apply to the unpacking and placement of your merchandise. Any installation of exhibits or displays that

requires the use of hand tools, or more than one person, or longer than 30 minutes to install, shall be installed by union labor.

9. **FIRE, SAFETY AND HEALTH:** The exhibitor agrees to accept full responsibility for compliance with local, city, and state Fire, Safety, and Health Ordinances regarding the booth installation and operation of equipment. All exhibit materials and equipment must be reasonably located within the booth and protected by safety guards and devices where necessary to prevent personal accidents.

10. **INSURANCE:** All exhibitors are responsible for supplying a certificate of insurance by August 31, 2012. The certificate must show that the exhibitor carries no less than \$500,000 of general liability insurance. It is strongly suggested exhibitors arrange all risk coverage.

**EXHIBITOR SHOWCASE APPLICATION AND CONTRACT**2012 CSDA Annual Conference and Exhibitor Showcase
San Diego, California(Please print) All future correspondence will be sent to the key contact.
One form per attendee.**Exhibit Booth Rates:**

\$750 Standard – CSDA Member	\$1,000 Corner – CSDA Member
\$1,175 Standard – Non-member	\$1,375 Corner – Non-member

Additional Opportunities:

\$300 – Appetizer Tray at the President’s Reception
 \$250 – Appetizer Tray at Tailgate Party with the Exhibitors at Petco Park
 \$300 – Dessert Tray at Exhibit Hall Grand Finale
 \$250 – Additional Booth Personnel (after the first two)
 \$50 – Additional Ticket to Padres/Dodgers Game (networking event) (exhibit booth includes 1)
 \$125 – CSDA Annual Golf Tournament, Monday, September 24 at Riverwalk Golf Club

Who qualifies for member rates?

All California Special Districts Association members. Not sure if you are a member? Contact the CSDA office at toll-free 877.924.2732 to find out if you are already a member. It’s not too late to become a CSDA member. Simply contact Cathrine Lemaire at cathrinel@csda.net or call toll-free at 877.924.2732.

Submission of application does not guarantee a booth assignment. All applications are subject to approval and based on availability.

In order to ensure your booth information appears in printed materials all information requested should be submitted no later than Friday, August 31, 2012. MAIL along with payment to CSDA – Annual Conference, 1112 I Street, Suite 200, Sacramento, CA 95814 or FAX with credit card payment – 916-442-7889.

Questions? Contact the Professional Development Department at 877.924.2732.

Total Number of Booths Requested:		
Key Contact:		Title:
Exhibiting Organization:		
Street Address:		
City:	State:	Zip:
Phone:	Fax:	
Email:	Website:	
Booth Personnel: Your booth fee includes two (2) exhibitor name badges (including all meals and attendee activities). You can add additional booth personnel for \$250 per person. Please indicate booth personnel: (Primary and 2nd Booth Exhibitor included)		
Primary Booth Exhibitor:		Title:
Primary Booth Exhibitor Email:		
2nd Exhibitor Name:		Title:
3rd Exhibitor Name (additional \$250):		Title:
4th Exhibitor Name (additional \$250):		Title:
Booth Price		
<input type="checkbox"/> \$ 750.00 standard – CSDA Member <input type="checkbox"/> \$1,175.00 standard – Non-member <input type="checkbox"/> \$1,000.00 corner – CSDA Member <input type="checkbox"/> \$1,375.00 corner – Non-member		Up to a 30-word company description: (you may attach separately or email to meganh@csda.net)
Special Requests		
Please list special requests for consideration in booth assignments (i.e. any companies you do not wish to be located next to, etc.):		
Donate a Prize		
CSDA encourages all exhibitors to donate a prize to be raffled off by CSDA. <input type="checkbox"/> Yes, I will bring:		
Terms and conditions: I have read and will abide by the terms and conditions on this form and in the explanation of exhibitor terms and conditions.		
Authorized Name (print):		Authorized Signature:
Payment Information		
Booth price:	\$ _____	<input type="checkbox"/> Check # _____ <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Amex <input type="checkbox"/> Discover
Additional Booth Personnel (\$250/person):	\$ _____	Account number: _____
Appetizer Tray at Booth - Pres. Reception (\$300/tray):	\$ _____	Name on card: _____
Appetizer Tray at Booth - Tailgate Party (\$250/tray):	\$ _____	Expiration date: _____
Dessert Tray at Booth - Dessert Finale (\$300/tray):	\$ _____	Authorized signature: _____
Additional Ticket to Padres/Dodgers Game (\$50):	\$ _____	
CSDA Annual Golf Tournament - Sept. 24 (\$125):	\$ _____	
Total Amount Due:	\$ _____	

Cancellations: Any cancellation must be made in writing. If notification is received prior to Friday, August 31, 2012, CSDA will refund 50 percent of the amount paid. Cancellations made on or after August 31, 2012 will not be eligible for a refund.



California Special Districts Association
1112 I Street, Suite 200
Sacramento, CA 95814

A proud California Special Districts Alliance partner.

PRSR STD
U.S. Postage
PAID
Permit No. 2472
Sacramento, CA

Find more information at conference.csda.net

“CSDA’s Education Program is the most informative, tailored training for special districts. Wouldn’t go anywhere else!”

Becky Smith, Pine Cove Water District



Consent to Use of Photographic Images

Registration and attendance at, or participation in, CSDA meetings and other activities constitutes an agreement by the registrant to CSDA’s use and distribution (both now and in the future) of the registrant or attendee’s image or voice in photographs, videotapes, electronic reproductions and audiotapes of such events and activities.

Carol McCool

From: Carol McCool <cmccool@todb.ca.gov>
Sent: Thursday, July 19, 2012 1:59 PM
Cc: Calista Anderson (canderson@todb.ca.gov)
Subject: 2012 CSDA Annual Conference & Exhibitor Showcase

Dear Board,

I placed on your desk last night the 2012 CSDA Annual Conference & Exhibitor Showcase and will need to know if you will be attending the Conference and what breakout sessions you would like. You can either fill out the attendee registration form and bring into the office or email the days and breakout session that way I can reserve rooms for you and register you.

Please let me know

Thank you ☺

Carol McCool, Administrative Assistant

Town of Discovery Bay, Community Services District

1800 Willow Lake Road

Discovery Bay, CA 94505

Phone: 925.634.1131

Fax: 925.513.2705

www.todb.ca.gov



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

September 19, 2012

Prepared By: Rick Howard, General Manager
Submitted By: Rick Howard, General Manager

Agenda Title

Approve Purchase of One (1) Aero-Mod Belt Press for Bio Solids production project

Recommended Action

Approve issuance of a Purchase Order in the amount of \$241,000.00 for the purchase of one (1) Aero-Mod "TRITAN" 1.5-meter belt-press from MISCO Water, and direct staff to execute all necessary purchase documents

Executive Summary

The Bio Solids and Dewatering Project is an adopted and approved project included within the FY 2012-13 Capital Improvement Program Budget. The project is a multi-phase project and Phase 1 is nearing completion.

Phase 1 includes (amongst other items) the construction of a belt press pad that will accommodate two (2) belt presses. The Wastewater Master Plan calls for two (2) belt presses as a part of the overall project in order to maintain long term sludge production.

The complete project, less \$800,000.00 that the District budgeted in FY 2011-12, is included in the list of projects that are in the Capital Financed Project Program.

On November 16, 2011 the Board authorized the purchase of one (1) Aero-Mod Belt Press in the amount of \$241,000.00. That press has been delivered and has been installed. It will begin its initial start-up phase later this month. Staff recommends that the second belt press be purchased at this time. As was the case with the initial press, the lead time on a piece of equipment of this nature is approximately six (6) months. Also, the vendor has maintained their pricing schedule for this product.

It should be noted that this is a "sole source" bid as the belt press that is being specified is only manufactured through Aero-Mod and their vendor network. The existing equipment that we utilize is also Aero-Mod, and the ability to have one (1) manufacturer for consistency and efficiency is desirable.

Fiscal Impact:

Amount Requested \$222,500.00 plus tax (approximately \$18,360.00 (8.25%))
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

FY 2012/13 Budget Adoption – June 20, 2012
Dewatering and Bio Solids Facility Expansion Project Design – July 20, 2011

Attachments

Belt Press Quote from Misco Water

AGENDA ITEM: F-1



September 6th, 20112

To: David Ban, MISCO

From: Jeff Smith, Aero-Mod, Inc.

Re: TRITAN™ 1500 series belt filter press dewatering system proposal for Discovery Bay, CA.

Dear David,

I am pleased to provide you with sizing and pricing for our 1500 series TRITAN™ belt filter press dewatering system for Discovery Bay, CA. The proposal contains a summary of the TRITAN™ features, utility requirements, layout drawings and literature.

The TRITAN™ system is a complete dewatering system including belt press, sludge pumping system, polymer conditioning system, wash booster pump, air compressor, and all controls.

Aero-Mod also offers a complete dewatered cake discharge system as an adder item. If selected, this system will be fully integrated into the overall BFP system with interfacing hopper and controls.

The maximum operating conditions for the proposed press is projected to be:

<u>Model</u>	<u>Maximum Pumping Rate</u>	<u>Dry Solids/hour</u>
1500 Series	180-200 gpm @ 1% solids	900-1000 lbs/hour

The footprint requirements for the press proposed as well as the sludge pump and polymer feed system are shown on the attached drawing. Note the control panel for the press is factory wired and installed on the press. The wash water pump is factory installed on the press. The sludge pump and static mixer system have their panels included and factory installed.

<u>HP requirements include:</u>	<u>1500 Series</u>
Rotary Drum Thickener -	1.0 HP each (total of two thickeners)
Belt Press Drive -	0.3 HP
Wash water Pump -	4 HP
Sludge Pump (VFD Controlled) -	7.5 HP
Cake Pump	7.5 HP
Air Compressor	5.0 HP
Polymer Dosing Pump	0.5 HP

Polymer Dosage – Normally, we see around 2-3 gallons of liquid polymer per ton of dry solids.

Aero-Mod, Inc.

7927 U.S. Highway 24, Manhattan, KS 66502 • Phone (785) 537-4995 • Fax (785) 537-0813
www.aeromod.com • Email: aeromod@aeromod.com

Expected solids concentration is between 15-18% solids. Final performance is dependent upon the proper polymer dosage and type. Aero-Mod will work with the treatment plant operators to determine the best polymer for the aerobic sludge from the plant.

Normal operation requires minimal operator attention once the polymer feed system is properly set for the concentration of incoming sludge at a constant sludge feed pumping rate. Shutdown washing at the end of the run is automated by simply engaging the shutdown cycle.

The TRITAN™ Belt Filter Press dewateres sludge produced in wastewater and industrial treatment facilities. Excellent dewatering is achieved by this two belt system, while throughput and dry cake performance match or exceed other belt presses of similar width.

The TRITAN™ Belt Filter Press system is composed of three distinct dewatering zones: the rotary pre-thickener, the gravity incline zone, and the pressing zone. The rotary pre-thickener performs the initial solid/liquid separation by utilizing an Archimedean screw filter drum to convey the sludge while allowing free water to drain through a polyester filter cloth. This pre-thickened sludge is then gravity fed to the low pressure gravity draining zone of the belt filter press where the sludge is spread out and allowed to drain on the travelling belt filter cloth. The low pressure zone has a 7° incline and conveys the sludge to the press zone. The press zone is where the travelling belt and a second belt-covered perforated cylinder squeeze the sludge for final dewatering. The sludge is pressed in this zone for over a minute using two very strong pressing forces to obtain a cake with high solids concentrations. In other words, the TRITAN™ performs as a three-belt system with only one belt requiring tracking.

Advantages of TRITAN

1. SS fabrication with SS enclosures for operator safety
2. Only five rollers w/ bearings and three (3) drives to maintain
3. Seamless belt for smooth, long life operation
4. Single filtrate discharge which requires no special concrete curbing or pit for installation of the Belt Press
5. three belt performance with only one belt requiring tracking

Electrical and Accessory Requirements

The following information is a summary of the requirements needed for installation and operation of the TRITAN™ Belt Filter Press, the Sludge Pump System and the Liquid Polymer Feed System.

Electrical

- The power required to operate the TRITAN™ Belt Filter Press is 230/460 V, 3 phase, 30 A service.
- The Sludge Pump System requires an additional 230/460 V, 3 phase, 30 A service.
- The compressor requires 230/460 V, 3 phase, 30 A service.
- The Polymer Conditioning System requires 120 V, 1 phase, duplex outlet 20 A service.

Electrical for Adder Equipment

- The cake pumping system requires 230/460 V, 3 phase, 30 amp service

Water

- A 1.5" N.P.T. connection with a minimum of 55 g.p.m. at 50 p.s.i is required. **(Actual belt press wash water consumption during operation is 40.25 gpm)**
- The Liquid Polymer Feed System has a 1" connection with a minimum of 5-10 g.p.m. and 40 p.s.i. required. A union must be installed for the connection and disconnection of the unit.
- A hose bib is recommended for cleaning the TRITAN™ Belt Filter Press.

Drain

- An 8" drain is recommended for filtrate removal from the belt filter press area.

Sink

- It is recommended a sink for hand washing be provided.

Start-Up Services

Start-up service must be scheduled one month prior to actual start-up to allow for Aero-mod technician scheduling.

Equipment Pricing

- One (1) TRITAN™ 1500 Series belt filter press with an enclosed stainless steel rotary pre-thickener system
- One (1) Liquid feed polymer system.
- One (1) Sludge pump system, consisting of:
 - One (1) Sludge pump w/ VFD controls and
 - One (1) Static mixer
- One (1) TRITAN™ NEMA 4X control panel
- One (1) Pumping system unit, NEMA 4X control panel
- One (1) Polymer system NEMA 4X control panel
- Start-up services – One Trip – Maximum of 2 days
- Shipping FOB jobsite included

Pricing & Terms

Aero-Mod will supply the aforementioned equipment, controls, and services for the lump sum of **\$192,500**. If retainage is held on this amount, balance will be due within 30 days of invoice following a successful startup. If payment is not received in this time period, warranty will be considered null & void until full payment is received. Please see enclosed General Terms and Conditions for this quotation.

Submittals shall be delivered to contractor within **2** weeks of Aero-Mod receipt of purchase order. Equipment shall be delivered to jobsite within 12-14 weeks of Aero-Mod receipt of approved submittal drawings. If the contractor is not ready to install the equipment in the

tankage and/or building, then the contractor shall take delivery and provide proper storage of equipment until they are ready to install. If the contractor cannot provide proper storage, Aero-Mod reserves the right to store equipment on Aero-Mod property and invoice as if equipment has been delivered to jobsite. Aero-Mod will provide proof of completed work and will insure equipment until time of delivery to jobsite.

*Please Note: Above prices are good for 30 days. Shipment is normally 12-14 weeks after approved submittals.

*Installation, interconnections (wiring or piping), spare parts, additional site visits, standard product upgrades or other items not listed in the above scope of supply are not included in the above pricing.

Adder Equipment (for cake discharge)

One (1) Cake pumping system w/ NEMA 4X Control Panel.

*Price, FOB, Job Site

\$30,000

As part of our services, we will work closely with you and your staff to determine how best to fit our equipment into an existing building or onto an existing pad. Any information available concerning the area you want to install the belt press will allow us to help you with the physical layout of the equipment.

Ordering of this equipment can be executed by signing this agreement or issuing a purchase order referencing this document.

Accepted by:

(Name)

(Title)

(Date)

Please call if you have any questions.

Sincerely,

Jeff Smith
Dewatering Sales Manager, Aero-Mod, Inc.

Terms and Conditions of Aero-Mod, Inc. ("Seller")

1. **Pricing Policies.** All prices are good until October 10th, 2012. After that time, all prices are subject to change without notice and shall not be binding on Seller until reduced to writing and signed by Seller. All orders are subject to written acceptance and approval by an authorized representative of Seller. All prices are F.O.B. to the job site. Prices quoted include standard packing according to Seller's specifications. All costs and taxes for special packing requested by Purchaser, including packing for exports, shall be paid by Purchaser as an additional charge.

2. **Taxes.** The price for the goods does not include any applicable sales, use, excise, GST, VAT, or similar tax. The purchaser shall have the responsibility for the payment of such taxes if applicable.

3. **Payment Terms.** Unless different payment terms are expressly set forth elsewhere in this offer or agreed to in writing by Seller in any confirmation of sale, goods will be invoiced upon shipment or, in the case of goods to be installed by Seller, upon completion of installation. Payment in full, less 10% retainage when applicable, is due within thirty (30) days from the invoice date. If retainage is withheld, then the remaining balance is due in full within thirty (30) days from the invoice date following successful start-up of supplied equipment. In the event payment is not made when due, Purchaser agrees to pay Seller a service or finance charge of one and one-half percent (1.5%) per month (18% per annum) on the unpaid balance of the invoice from and after the invoice due date. Purchaser is responsible for all costs and expenses associated with any checks returned due to insufficient funds. All credit sales are subject to prior approval of Seller's credit department.

4. **Effect of Purchaser's Financial Condition.** If, during the performance of the contract with Purchaser, the financial responsibility or condition of Purchaser is such that Seller in good faith deems itself insecure, or if Purchaser becomes insolvent, or if a material change in the ownership of the Purchaser occurs, or if Purchaser fails to make any payments in accordance with the terms of its contract with Seller, then, in any such event, Seller is not obligated to continue performance under the contract and may stop goods in transit and defer or decline to make delivery of goods, except upon receipt of satisfactory security or cash payments in advance, or Seller may terminate the order without further obligation to Purchaser whatsoever. If the Purchaser fails to make payments or fails to furnish security satisfactory to Seller then Seller shall also have the right to enforce payment to the full contract price of the work completed and in process. Upon default by Purchaser in payment when due, Purchaser shall immediately pay to Seller the entire unpaid amounts for any and all shipments made to Purchaser irrespective of the terms of said shipment and whether said shipments are made pursuant to this proposal or any other contract of sale between Seller and Purchaser, and Seller may withhold all subsequent sips until the full amount is settled. Acceptance by the Seller of less than full payment shall not be a waiver of any of its rights hereunder.

5. **Risk of Loss, Title.** The risk of loss of the goods shall pass to the Purchaser as soon as they are deposited with the carrier for shipment to the Purchaser, but title to the goods shall remain In the Seller until the full purchase price therefor has been paid, unless otherwise agreed by Seller.

6. **Shipment.** Any stated shipment or delivery dates are approximate only are contingent upon purchaser's prompt acceptance of Seller's offer. Seller will use every reasonable effort to meet estimated shipment or delivery dates. Seller's obligation with respect to shipment of the goods shall not extend beyond a) putting the goods In the possession of a suitable carrier and making a contract for the transportation thereof as may be reasonable, having due regard for the nature of the goods and b) delivering, within a reasonable time, such documents as may be necessary for Purchaser to obtain possession of the goods. Seller shall have the right to ship all of the goods at one time or in portions from time to time within the shipment period. This contract shall be deemed separable as to the goods sold. Purchaser may not refuse to accept any lot or portion of the goods shipped hereunder on the grounds that there has been a failure to ship any other lot or that goods in any other lot were nonconforming. Any such default by Seller will not substantially impair the value of this contract as a whole and will not constitute a breach of the contract as a whole.

7. **Testing, Inspection, and Acceptance.** Purchaser shall have the right to inspect the goods upon their receipt. Purchaser's failure to inspect the goods or failure to notify the Seller in writing that the goods are nonconforming within ten (10) days of their receipt, shall constitute a waiver of Purchaser's right to inspect and/or reject the goods for nonconformity and shall be equivalent to an irrevocable acceptance of the goods by Purchaser.

8. **Seller's Performance.** Seller shall not be responsible or liable for any delay directly or indirectly resulting from or contributed by limitations on Seller's production capabilities beyond its reasonable control, or to

delays due to fires, explosions, acts of God, strikes or other differences with workers, shortage of utility, facility, components or labor, delay in transportation, breakdown or accident, war and acts of war, compliance with or actions taken to carry out the intent or purposes of any law or regulation, changes in goods or materials, or any other causes or contingencies not caused by Seller or over which Seller had no reasonable control. In the event that any one or more deliveries hereunder is suspended or delayed by reason of any one or more of the occurrences or contingencies stated above, any and all deliveries so suspended or delayed shall be made after such occurrences or contingencies have ceased to exist, and nothing herein contained shall be construed in any way as lessening the full amount of goods herein being purchased and sold, but only as deferring delivery and payment on the event(s) and to the extent herein provided for. Neither shall any delay in shipment be considered as a default under this contract nor give rise to any liability on the part of Seller for any incidental, special or consequential damage.

9. **Statement of Limited Warranty; Disclaimer and Limitation of Remedies.** Seller warrants that the goods purchased hereunder (with the exception of membranes, seals, gaskets, elastomer materials, coatings and “wear parts” all of which are not warranted) will be built in accordance with the specifications referred to in this quotation of confirmation of sale, as the case may be, and will be free from defects in material and workmanship for a period of one (1) year from the date of installation or eighteen (18) months from the date of shipment, whichever shall occur first. Seller warrants the clarifier equipment purchased hereunder will be free from defects in material and workmanship for a period of five (5) years from the date of installation or five and one-half (5 ½) years from the date of shipment, whichever shall occur first. In no event shall Seller be liable for any loss, damage, injury or expense, resulting from the use or operation of, or from the erosion or corrosion of the goods or from ordinary wear and tear of the goods unless otherwise agreed in writing. Parts or products manufactured by others and provided by Seller are warranted only to the extent of the manufacturer’s original warranty. Seller makes no independent warranty or representation with respect to these products.

Purchaser must give written notice to Seller of any defects in material or workmanship of warranted goods within ten (10) days of the date when any defects are first manifest. **UPON SUCH NOTICE, THE SOLE RESPONSIBILITY OF SELLER UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE, AT ITS OPTION, A DEFECT IN THE MATERIAL OR WORKMANSHIP DURING THE WARRANTY PERIOD. ALL LABOR REQUIRED TO MAKE SUCH REPAIRS OR REPLACEMENT SHALL BE MADE BY PURCHASER AND AT PURCHASER’S EXPENSE UNLESS OTHERWISE AGREED IN WRITING.**

This limited warranty is void unless the installation, operation and maintenance of the goods are done in accordance with the Seller’s instructions. Further, Seller’s warranty is void if Purchaser makes any repairs to the goods without Seller’s prior written authorization.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, AGREEMENTS, CONDITIONS OR REPRESENTATIONS MADE BY ANY PERSON WITH RESPECT TO THE GOODS COVERED BY THIS OFFER, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY SPECIFICALLY DISCLAIMED. IN NO CASE WILL SELLER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM A BREACH OF WARRANTY OR ANY OTHER CAUSE INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF THE PRODUCT, LOSS OF TIME, INCONVENIENCE, INJURY, LOSS OR DAMAGE TO PERSON OR PROPERTY, COMMERCIAL LOSS, LOSS OF PROFITS, LIABILITIES OF PURCHASER TO ITS CUSTOMERS OR THIRD PERSONS OR OTHER MATTERS NOT SPECIFICALLY STATED, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY.

It is specifically agreed that any action for breach of warranty or other action against Seller under this contract shall be commenced within one (1) year and one (1) day after such cause of action accrued.

10. **Installation and Start-up.** Unless otherwise agreed to in writing by Seller, installation shall be the sole responsibility of Purchaser. Where start-up service is required with respect to the goods purchased hereunder, it must be performed by Seller’s authorized personnel or agents, otherwise, Seller’s limited warranty is void. In the event Purchaser has engaged Seller to provide an engineer for start-up supervision, such engineer will function in supervisory capacity only and Seller shall have no responsibility for the quality of workmanship of the installation. In any event, Purchaser understands and agrees that it shall furnish, at Purchaser’s expense, all necessary foundations, supplies, labor and facilities which might be required to install and operate the equipment.

11. **Cancellation.** No order may be canceled unless requested in writing by either party and accepted

in writing by the other. In the event of a cancellation by Purchaser, Purchaser shall, within thirty days of such cancellation, pay Seller a cancellation fee which shall include all costs and expenses incurred by Seller prior to the receipt of the request for cancellation including, but not limited to, all commitments to its suppliers, subcontractors and others, all labor and overhead expended by Seller In the preparation of the Equipment prior to the cancellation, plus an amount equal to 15% of the aggregate of all the foregoing.

12. **Specifications.** Changes in specifications requested by Purchaser are subject to approval in writing by Seller. In the event such changes are approved, the price for the goods and the delivery schedule shall be changed to reflect such changes.

13. **Drawings.** All drawings are the property of Seller. Seller does not supply detailed or shop working drawings of the goods; however, Seller will supply necessary installation drawings. The drawings and bulletin illustrations submitted with Seller's quotation show general type, arrangement and approximate dimensions of the goods to be furnished. Seller reserves the right to alter such details in design or arrangement of its goods which, in its judgment, constitute an improvement in construction, application or operation. All engineering information necessary for installation of the goods shall be forwarded by Seller to Purchaser upon written acceptance of Seller's quotation. After acceptance of the quotation, any changes In the type of goods, the arrangement of the goods, or application of the goods requested by Purchaser will be made at Purchaser's expense. A parts list and general assembly and installation instructions necessary for erection and maintenance will be supplied when the goods are shipped.

14. **Patents.** The goods being provided by Seller may be covered by patents pending or issued. Seller grants Purchaser a license and the right to use these goods without further charge. Seller does not grant Purchaser the right to use the goods, or protection against patent infringement claims arising from use of the goods, in any patented processes controlled by others, unless specifically set forth in this quotation.

15. **Assignment.** No right or interest in this contract shall be assigned by Purchaser without the prior written permission and consent of Seller.

16. **Indemnification.** Purchaser hereby agrees to indemnify and save Seller, its directors, officers and employees, harmless from all loss, liability, damages, costs and expenses (including attorney's fees and other expenses of litigation), resulting from any claim or action for personal injury or death or damage to or loss of property or violation of or failure to comply with any applicable law, regulation, rule or order arising from the use by Purchaser, its employees, agents, customers, invitees or by other third parties of the goods and services to be provided under this contract. Purchaser, at its expense, shall defend any such claim or suit against Seller and/or its directors, officers and employees and shall pay any judgment resulting therefrom. Seller shall have the right, but not the duty, to participate in the defense of any such claim or suit with attorneys of its own selection without relieving Purchaser of any of its obligations hereunder. This indemnity shall survive delivery of the goods or performance of the services under this contract.

17. **Entire Agreement.** The terms and conditions contained herein and in any accompanying quotation or proposal of Seller, shall constitute the entire and complete agreement between Seller and Purchaser and shall supersede all prior oral or written statements or understandings of any kind of whatsoever made by the parties or their representatives. No modifications or additions to these terms and conditions shall be binding on Seller unless specifically agreed to in writing and signed by an authorized representative of Seller. Further, no oral or written statement made subsequent to the acceptance of Purchaser's order by Seller which purports to modify in any way these terms and conditions shall be binding upon Seller unless such statement is clearly adopted and agreed to in writing by a duly authorized representative of Seller.

18. **Limited Authority of Sales Agents.** The sales agents and representatives of Seller have no authority to enter into agreements, contracts or understandings, or to bind or incur any liability or obligation on behalf of Seller. Orders and contract proposals taken by the sales agents and representatives of Seller are subject to written approval by an authorized representative of Seller.

19. **Interpretation of Contract.** This offer and any related confirmation or contract of sale shall be governed by and construed in accordance with the laws of the State of Kansas and is intended also as a complete and exclusive statement of the terms of the contract. No prior course of dealing between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Waiver by Seller of a breach by Purchaser of any provision of this contract shall not be deemed a waiver of future

compliance therewith, and such provision shall remain in full force and effect. If any portion of these terms and conditions is deemed invalid by a court having jurisdiction over the parties, the remaining provisions shall remain fully effective. Any term used in this contract which is not defined herein shall have the same definition as that contained in the State of Kansas Uniform Commercial Code.



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

September 19, 2012

Prepared By: Rick Howard, General Manager
Submitted By: Rick Howard, General Manager

Agenda Title

Purchase of two (2) Thermo-System Active Solar Drying System Chambers

Recommended Action

Approve purchase of two (2) Thermo-System Active Solar Drying System Chambers from Parkson Corporation in the amount of \$1,100,000.00 plus tax and authorize the General Manager to issue all contract documents and issue a corresponding Purchase Order

Executive Summary

In 2003, the Board authorized the construction and installation of two (2) Thermo-System Active Solar Drying Systems to be utilized in the handling of bio solids. At the time, solar dryers were a relatively new technology in the United States and the Board believed it would be appropriate to install two (2) dryers instead of the four (4) that were recommended.

The Wastewater Master Plan recommends, as a part of the overall Bio Solids and Dewatering Project, the construction of two (2) additional drying chambers to meet sludge production requirements.

As a part of the overall Bio Solids and Dewatering Project, two (2) solar dryer concrete pads have been authorized and those pads are designed to accommodate the solar chambers that are proposed for purchase as a part of this action.

The lead time for the chambers themselves is approximately nine (9) months from the order date.

The complete project, less \$800,000.00 that the District budgeted in FY 2011-12, is included in the list of projects that are included in the capital financed project program.

Fiscal Impact:

Amount Requested \$1,100,000.00 plus tax (approximately \$90,750.00 (8.25%))

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

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

Previous Relevant Board Actions for This Item

Adoption of FY 2012/13 Capital Improvement Program Budget
Authorization for issuance of Revenue Enterprise Bonds

Attachments

Proposal and Product Specifications from Parkson Corporation

AGENDA ITEM: F-2

Quotation

NUMBER: B07001203

DATE: August 28, 2012

TO: Herwit Engineering
6200 Center Street
Suite 310
Clayton, CA 94517
Attn: Mr. Gregory Harris
Tel: (925) 672-6599
Fax: (925) 672-6051
E-Mail: gharris@herwit.com

REF.: Discovery Bay, CA
Two Chamber Expansion

Parkson Corporation is pleased to provide this quotation for the following:

ITEM 1 Two (2) THERMO-SYSTEM® ACTIVE SOLAR DRYING SYSTEM CHAMBERS

1.A Equipment Description:

1. Each Active Solar Drying Chamber to be 42' wide x 204' long center to center of columns and be provided with structural framing and transparent coverings. Each Chamber is to be equipped with:
 - a. One (1) Automated Tilling Machine per chamber. The Electric Mole is a complete self-automated machine.
 - b. One (1) 460VAC, 60Hz, 3Phase, cable festoon system as the movable electric power supply for the Electric Mole. Festoon cable, spring real flex cable, cable connector, and NEMA 4X junction box for termination and mounting hardware for festoon system is provided by Parkson Corporation.
 - c. One (1) automated inlet air flap assembly including the rack system, motor, frame for mounting, opening/closing drive and NEMA 4X controller.
 - d. Fans:
 - i. Fan performance is crucial for maintaining the optimal climatic conditions inside the Active Solar Drying Chambers. Parkson has selected fans designed to properly function under these conditions.
 - ii. Four (4) exhaust air fans with mounting brackets.
 - iii. Ten (10) ceiling fans with angle mounting brackets.
 - e. One (1) combination temperature, relative humidity sensor and NEMA 4X junction box for wire terminations to be installed on the inside of the Chambers per Parkson's drawings.
 - f. One (1) NEMA 4X Service Control enclosure to be mounted outside the front chamber door. Service enclosure allows the manual operation of the Electric Mole in conjunction with the main chamber door monitoring system.
 - g. One (1) 16' wide by ~10'-6" high sliding rail mounted type access door providing a nominal 16' entry.
 - h. One (1) door monitoring captured key interlock unit and keyed rotary disconnect switch per chamber sliding door. An additional spare operator key is provided.
 - i. One (1) remote NEMA 4X inside chamber E-Stop to be mounted in the chamber per Parkson Corporation drawings.

2. Outside Instruments:
 - a. One (1) Outside Instrument Rail to be gable end mounted to structure as indicated on Parkson drawings.
 - b. One (1) combination temperature/relative humidity sensor.
 - c. One (1) wind speed and one (1) solar radiation sensor.
 - d. One (1) NEMA 4X junction box to be mounted inside chamber above trusses for outside instrument termination. Parkson Corporation provides Gable mount Instrument Rail and rail anchoring for sensor mounting. Misc. hardware for sensor mounting is by others.
3. Controls:
 - a. MCC/PLC: One (1) NEMA12 rated MCC/PLC Enclosure will be provided to control two (2) chambers.
 - i. The Control/Motor Enclosure will contain a Programmable Logic Controller (PLC) containing the Thermo-System Solar Dryer Software.
 - ii. The MCC/PLC Enclosure will contain an Ethernet Port for SCADA monitoring.
 - b. Upgrade to existing two (2) chamber control system:
 - i. One (1) Siemens 10" color graphic touch display with new window kit.
 - ii. One (1) Siemens Ethernet capable CPU.
 - iii. One (1) PLC voltage surge suppressor.
 - iv. One (1) each, custom PLC & HMI programs to control existing, installed I/O and components presently in operation.
 - v. One (1) Industrial Broadband VPN router/switch, misc cabling, control fuses and hole plugs.
 - c. A standard data list of display points I/O type, logic state, and description native to the PLC will be provided for allowable monitoring via Ethernet to facility SCADA system.
 - d. The MCC/PLC Enclosures require 460 VAC, 3 phase, 60Hz, 120 VAC single phase, 60Hz.
 - e. All control components shall be the sole discretion of Parkson Corporation.
4. One (1) 12' x 18' with 12' eave, white corrugated steel control building is included to house the Control System.
 - a. The building will include fiberglass insulation for the interior walls
 - b. Access will be via 6' x 10'-6" rail supported sliding door.
 - c. Gutter transitions at each end.
 - d. The Control building is required to have climate-controlled temperatures of 60 – 85°F. Heating, air conditioning, gutter down spouts, drains, panel-board, building lighting and building electrical are by others.

1.B Basis of Structural Design

1. Concrete Requirements:
 - a. Concrete Walls: The chambers are to be installed upon 3' concrete stem walls. Concrete to be dry, and structurally sound. Walls are to be level, plumb and true to plane. Finish to be performed by a skilled qualified finisher. Concrete design, material, specifications and associated work is by others. Parkson will provide chamber structural loads and anchoring requirements for proper concrete design based upon site requirements.

- b. Concrete Floors: The surface needs to be free of cracks or voids. Finish to be trowel, performed by a skilled qualified finisher and to be flat without deviation exceeding 1/8" in any 10' including across all joints. All joints are to be less than 3/4" width. The concrete, concrete design, installation, finishing and specifications are by others.
- 2. Chamber Structural Design:
 - a. Applicable Building Code: 2010 California Building Code
 - b. Building Category: III
 - c. Roof Live Load: 20 psf
 - d. Ground Snow Load: 0 psf
 - e. Wind Speed: 85 mph
 - f. Exposure Category: B
 - g. Site Class: E or F depending on functional period of structure (Refer to Geotechnical Engineering Services Report).
 - h. Seismic Coefficients:
 - i. $S_s = 1.23$, $S_1 = 0.42$
 - ii. $F_a = 1.0$, $F_v = 1.58$
 - iii. $SDS = 0.83$, $SDI = 0.45$
 - i. Site Class D
 - j. Seismic Design Category: III
 - k. Occupancy Category: D

1.C Materials:

- 1. Chamber Exterior Walls and Roof: Transparent twin-wall polycarbonate sheets.
- 2. Chamber Interior Dividing Walls: Transparent single-wall polycarbonate sheets.
- 3. Chamber Framing: Galvanized Steel.
- 4. Electric Mole: All metal in contact with sludge shall be Stainless Steel. All other materials of construction shall be corrosion resistant.
- 5. Outside Instruments and Enclosure: All instruments and enclosure will be either NEMA 4X or IP 65 rated depending upon device. Parkson Corporation will specify which instruments and enclosures to be used.

ITEM 2 SERVICES

2.A Drawings and Installation, Operation and Maintenance (IO&M) Manuals:

- 1. Approval Drawings: Four (4) prints included
- 2. Certified Drawings: Four (4) prints included
- 3. IO&M Manuals: Two (2) included – (1) sent with unit; (1) mailed
 - a. Additional manuals are available for \$75 USD each at time of order.
- 4. For the two new Chambers, the following drawings/documents will be provided by Parkson Corporation in a hardcopy format:
 - a. General Arrangement Plan view drawings.
 - b. Gable End Elevation view drawings.
 - c. Side View Elevation drawings.
 - d. Door View/Detail drawings.
 - e. Conduit Drop drawings.
 - f. 460 VAC One Line drawings.
 - g. 460 VAC 3-phase drawings.
 - h. MCC/PLC unit layout drawings.



- i. MCC/PLC Bucket/Section layout drawings.
 - j. PLC Topology drawing.
 - k. PLC Control Power schematics
 - l. PLC Control Interconnection schematics
 - m. Service Enclosure layout drawing.
 - n. Junction Box layout drawing.
 - o. Festoon System Rail Assembly drawings.
 - p. Electric Mole drawing.
 - q. Solar Dryer Structural Load calculations
 - r. Solar Dryer structure installation, details, component identification, assemblies, headers, door assembly, inlet air flap installation, trusses, columns, girts, purlins, base plates, braces and polycarbonate installation per sub-vendors structure.
 - s. Cut sheet to include Control Components, Electrical Mole Components, Fans, Instruments, Door Monitoring, Polycarbonate Sheeting and Insulation.
5. For the upgrades to the existing Control System, the following will be provided:
- a. Demo and Installation drawings.
 - b. Updated IO&M for existing system.

2.B Start-Up Assistance:

Parkson will furnish one factory representative for 5 days during 1 trip to assist in installation inspection, start-up supervision, and operator training. Dates of service to be scheduled upon Buyer's written request.

2.C Mechanical Warranty:

See Section XVI on the attached Standard Conditions of Sale.

PURCHASE PRICE:

All of the above for **\$1,100,000 USD**
F.O.B. Point of Manufacture, freight included, taxes excluded.

VALIDITY:

Pricing is valid until March 1, 2013, for delivery of equipment by December 15, 2013.

PAYMENT TERMS:

90% net 30, 10% upon startup, not to exceed 60 days after shipment

TIMETABLE GUIDELINE:

Within ten (10) business days of receiving a written Purchase Order in Parkson's office, if necessary, Parkson will submit a written Request for Additional Information requesting items including, but not limited to, full-scale drawings, specification sections, amendments and other documents necessary for Parkson to begin work on this Project. No work can be done on this Project until all Additional Information is received by Parkson, thus beginning the Submittal Phase. If you do not receive such a Request for Additional Information within the stated ten (10) business days, then the Submittal Phase will begin on the eleventh (11th) business day following receipt of the written Purchase Order in Parkson's office. The Shipment Phase is thereafter contingent upon your final approval of all submitted Approval Drawings. Once said final approval is received in Parkson's offices, the Shipment Phase will begin.

Submittal Phase: Approval drawings will be submitted eight (8) weeks from receipt of all requested Additional Information if necessary, or if not necessary, from the eleventh (11th) business day following receipt of a written Purchase Order in Parkson's office.

Shipment Phase: Twenty (20) weeks following receipt of final approval of all submitted Approval Drawings in Parkson's office.

If the Submittal Phase is waived, the Shipment Phase will begin on receipt of all requested Additional Information if necessary, or if not necessary, on the eleventh (11th) business day following receipt of a written Purchase Order in Parkson's offices.

Dates are subject to confirmation upon receipt of written Purchase Order.

TERMS AND CONDITIONS:

Parkson's Standard Conditions of Sale, as stated on the attached, shall apply.

PATENTS:

The Equipment and/or process quoted herein may operate under one or more U.S. patents. The Purchase Price includes a one-time royalty payment (if any), which provides the Buyer with immunity to operate the Equipment specified in the Quotation under any applicable patents.

CLARIFICATIONS AND EXCEPTIONS:

1. This quotation is based upon Parkson's current standards. It is not submitted based upon any specification or any drawings that may or may not exist.
2. Be advised that Parkson's specification for the two new chambers is different from the two existing chambers. Parkson can provide an updated spec should Herwit Engineering require it.

BUYER/OWNER RESPONSIBILITY:

1. Concrete and concrete design.
2. Unloading, uncrating, installation and installation supervision. Installation will, at minimum, require a forklift and possibly a crane/hoist.
3. Readiness of the Equipment before requesting start-up service. Non-readiness may incur additional charges.
4. Compatibility of Equipment materials of construction with process environment.
5. Preparation and submission of documents to federal, state, local or other jurisdictions for the purpose of plan review, plan approval or obtaining permits.

6. The Contractor is to confirm that all components within the existing control system are functioning properly and advise of any know problems. This quotation for upgrading the existing control panel assumes no repairs or replacement items are needed.
7. Erection of the chamber structure shall be conducted by a Parkson approved professional greenhouse installer. The installing Contractor shall not attempt to perform this work on their own. Any cost of repairs due to leaks caused by improper erection shall be borne by the Contractor.
8. Contractor Responsibilities:
 - a. Construction, assembly, installation and adjustment of the Thermo-System Active Solar Biosolids Dryer per the Manufacturer's written recommendations and drawings.
 - b. Inspect all components for shipping damage and conformance to specifications.
 - c. Provide wooden barrier at chamber door opening per design of Parkson Corporation.
 - d. Provide start up assistance including scissor lift and coordination between subcontractors during Parkson start-up.
 - e. Installation of any and all interconnecting piping including piping connections.
 - f. Install wiring within chambers and between electrical and instrumentation devices in the chambers and control panels.
 - g. Construct concrete walls and floors per this specification and drawings.
 - h. Provide all electrical installation, connections, transition boxes, interlock installation, junction box installation, hardware, conduit, wire-ways, MCC/PLC control room panel-board, lighting, climate control and interconnecting wiring per manufacturers drawings.
 - i. The Contractor is responsible for obtaining and reviewing preliminary erection drawings for the Solar Drying System prior to bid. In addition, the Contractor shall obtain final signed and stamped erection drawings prior to the commencement of construction activities.
 - j. The Contractor shall coordinate the erection and installation of this equipment with Parkson and shall provide any and all additional components and labor required to make a complete and operational system.
 - k. Provide any other auxiliary equipment or service not detailed above.
9. Field quality control:
 - a. The Contractor shall provide preliminary startup testing as recommended by the Manufacturer.
 - b. The Owner shall provide functional testing for a complete drying cycle of one batch of sludge. Correct any installation or equipment defects noted during the functional testing and re-test a complete drying cycle.
10. Controls and Control Building:
 - a. The Control Building will require an 8" concrete pad. Design, erection, MCC/PLC 4" maintenance pad and anchorage by others.
 - b. Incoming power supply, 4" maintenance pad.
 - c. The Electrician will provide the installation of materials provided by Parkson and perform all retrofits to the existing controls system per the Parkson upgrade drawings. The Owner is to provide the internet access and the Electrician is to provide the cable and its installation. A separate Ethernet port will be available for SCADA monitoring.
 - d. A dedicated Ethernet cable for direct access to the internet and an Ethernet SCADA connection is to be provided by others per Parkson drawings.
 - e. All programming, additional software, translations and hardware for monitoring of the Active Solar Drying System allowable points is by others.
 - f. The Control Building is to be climate controlled to maintain temperature between 60 and 85°F. All HVAC systems is provided by others.
11. Any other auxiliary equipment or service not detailed above.



Please return one signed copy of this Quotation, or your Purchase Order, to Parkson Corporation at the address below. Refer to this Quotation, date, and related correspondence.

Issued By:

PARKSON CORPORATION
1401 West Cypress Creek Road
Fort Lauderdale, FL 33309-1969

Name: William H. Mattfeld, II
Title: Senior Applications Engineer
Date: August 28, 2012

Accepted By: (Herein called the Buyer)

Name
Title
Date

Enclosures: Standard Conditions of Sale

Local Rep: Mr. David Frost
Coombs-Hopkins Company
2855 Mitchell Drive
Suite 215
Walnut Creek, CA 94598
Tel: (925) 947-6733
Fax: (925) 947-6784

cc: Young, Mueller, Krämer

TS Thermo-System 3/20/09 Supersedes 2/28/08



Quotation Addendum

As a result of dramatic cost increases in the cost of both stainless and carbon steel, please be advised that the following provisions shall be strictly enforced pursuant to the Equipment advertised in this Quotation:

1. The Quotation's Purchase Price shall be firm for thirty (30) calendar days unless stated otherwise in the Quotation. Any Purchase Order issued beyond this timeframe may result in a Purchase Price review by Parkson Corporation whereby the Purchase Price may be increased to cover the increases in material costs. This Purchase Price review shall be at Parkson Corporation's sole discretion.
2. For those customers that have requested a firm Purchase Price commitment in excess of thirty (30) calendar days, Parkson has utilized an escalation clause tied to an appropriate commodity index to determine the Purchase Price.
3. All Purchase Orders that have a delivery schedule stretching beyond six (6) months from the time a Purchase Order is placed will be subject to price escalation tied to a proportionate increase in total material costs as a result of either stainless or carbon steel surcharges in effect at the time Parkson Corporation places its orders for any fabricated steel components for the Equipment. Parkson Corporation will notify you of any changes in prices once all orders for said components have been completed.

JCG
Effective 4/27/04



Standard Conditions of Sale

I. GENERAL: All references to Parkson (or any derivative thereof) shall mean Parkson Corporation and all references to Buyer shall mean the customer named in a purchase order, quotation or proposal (collectively referred to herein as "quotation"). All quotations from Parkson shall be considered solicitations of offers and all purchase orders placed by Buyer shall be considered offers, which can only be accepted in writing by Parkson. Buyer shall either sign Parkson's quotation, or in the alternative, issue a non-conflicting purchase order containing necessary information, such as site name, price schedule, type and quantity of product, requested delivery date and delivery instructions. Parkson hereby objects to and rejects any and all additional or different terms proposed by Buyer, whether contained in Buyer's request for quotation, purchase order, purchasing or shipping release forms. Notwithstanding any terms or conditions that may be included in Buyer's purchase order form or other communications, Parkson's acceptance is conditional upon Buyer's assent to the terms and conditions set forth herein. It is agreed that sales are made only on the terms and conditions herein and any other terms or conditions shall not become a part of the agreement unless expressly agreed to in writing by Parkson. Parkson's failure to object to any terms or conditions contained in Buyer's purchase order or other communication shall not be deemed to be acceptance of such terms or conditions. These terms and conditions shall be deemed incorporated (as though set forth in full) into any agreement entered into between Parkson and Buyer unless otherwise noted in writing. Parkson reserves the right, without any increase in price, to modify the design and specifications of Parkson products, provided that the modification does not adversely affect the original performance specifications as specified by Parkson or as requested by Buyer. Shipments, deliveries and performance of work shall at all times be subject to the approval of Parkson's Credit Department. Parkson may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon terms and conditions satisfactory to Parkson.

II. PRICES, TERMS OF PAYMENT & TAXES: (a) **PRICES:** Unless expressly stated to be firm for a definite period, Parkson's offers are subject to change without notice, and in all cases are subject to withdrawal at any time before acknowledgment by Buyer. Quoted prices are firm for only thirty (30) days. Orders placed after thirty (30) days are subject to price increases in Parkson's sole discretion. Prices on acknowledged orders are firm for the agreed upon delivery time. Customer requests to extend originally agreed upon delivery date(s) will be subject to price escalation. If a price is stated in the quotation, it is based upon shipment of the quantities and quality requested by Buyer and on the basis of Parkson's internal delivery schedule at the time of preparation of said quotation. (b) **TERMS OF PAYMENT:** Payments against invoices shall be due and payable thirty (30) days from the date of delivery to a carrier, or upon receipt of an invoice from Parkson, whichever first occurs. If in Parkson's opinion, Buyer's financial condition does not justify continuation of production or shipment on the terms of payment specified, Parkson may, upon written notice to Buyer, cancel or suspend any outstanding order or part thereof, unless Buyer shall promptly pay for all goods delivered or shall make advance payments to Parkson as it, at its option, shall determine. If Buyer delays shipment for any reason, date of readiness for shipment shall be deemed to be the date of shipment for payment purposes. If Buyer delays manufacture for any reason, a payment shall be made based on purchase price and percentage of completion, with the balance payable in accordance with the terms as stated. If payments are not made in conformance with the terms stated herein, the contract price shall, without prejudice to Parkson's right to immediate payment, be increased by 1½% per month on the unpaid balance, not to exceed the maximum amount permitted by law. If at any time in Parkson's judgment Buyer may be or may become unable or unwilling to meet the terms specified herein, Parkson may require satisfactory assurance or full or partial payment as a condition to commencing, or continuing manufacture, or in advance of shipment. (c) **TAXES:** Except for the amount, if any, of tax stated in a Parkson quotation, the prices set forth therein are exclusive of any amount for federal, state, local, excise, sales, use, property, in-country, import, VAT or similar taxes or duties. Such prices also exclude permit, license, customs and similar fees levied upon shipment of Parkson products.

III. SHIPMENT/STORAGE: (a) **SHIPMENT:** The anticipated shipment date(s) set forth in the quotation is/are approximate and subject to change. Notwithstanding other limitations set forth by Parkson, Parkson shall not be liable for any delays in shipment which are caused by events beyond the control of Parkson including, but not limited to, delays caused by inaccurate or incomplete data, changes or revisions in the work to be performed, tardy approval of drawings by Buyer, acts of Buyer or Buyer's agent, Force Majeure, accidents, strikes, inability to obtain labor or materials, or delay in transportation. Parkson shall have the right to extend the anticipated shipment date for up to ten (10) business days, for any reason, provided Parkson shall give Buyer written notice of such delay prior to the scheduled shipping date. Buyer's order will be crated for domestic truck shipment and Parkson assumes no responsibility for loss of, or damage to, the equipment following delivery to a carrier, who shall be deemed to be acting as agent for Buyer, and the equipment shall thereafter be at the Buyer's sole risk. It is Parkson's policy to ship its equipment "Bill Collect," and the carrier will mail its invoice(s) directly to Buyer's billing address, unless otherwise agreed to in writing. (b) **STORAGE:** Once Buyer has been notified that its order is ready for shipment, if Buyer requests that the order (in whole or in part) not be shipped until a later date, the equipment will be segregated from other inventory and Buyer shall execute Parkson's Transfer of Title form evidencing transfer of title and transfer of risk of loss from Parkson to Buyer pursuant to Section IV below. In the event that Buyer shall refuse to execute Parkson's Transfer of Title form and/or if the fabricator is unable to withstand storage of the equipment, Parkson shall have the right, at its sole discretion, to transfer the equipment to an intermediate storage facility, all at Buyer's cost, whereby transfer of title and risk of loss will be deemed to pass, pursuant to Section IV below, when the products are delivered to the carrier at the factory. All costs associated with shipping the equipment to said storage facility or from said storage facility to the job site (or any other site requested by Buyer) shall be the responsibility of Buyer. Buyer shall reimburse Parkson upon demand for any costs incurred by Parkson in connection with said storage, including without limitation, steps taken to protect the equipment from the elements, transport, storage facility fees, insurance, etc. Any delay in shipment requested or caused by Buyer or its agents will not affect the Terms of Payment above.

IV. TITLE & RISK OF LOSS: Parkson's prices are F.O.B. Parkson's Factory and are exclusive of taxes, shipping, handling and insurance. Title to all equipment and risk of loss, deterioration or damage shall pass to Buyer upon delivery to a carrier; except that a security interest in the equipment or any replacement shall remain in Parkson's name, regardless of mode of attachment to realty or other property, until the full purchase price has been received by Parkson. Buyer agrees to do all acts necessary to perfect and maintain said security interest, and to protect Parkson's interest by adequately insuring the products against loss or damage from any external cause, including during any storage or transport, with Parkson named as insured or co-insured.



Any claim by Buyer against Parkson for shortage or damage occurring prior to delivery must be made in writing within ten (10) calendar days after receipt of shipment and accompanied by an original transportation bill signed by the carrier noting that carrier received goods from Parkson in the condition claimed. Parkson shall have the right to ship all goods at one time or in portions, within the time for shipping provided in such order, unless specifically requested in writing by the Buyer that these shipments be made in total. Any shipments returned to Parkson as a result of Buyer's unexcused delay or failure to accept delivery will require Buyer to pay all additional costs incurred by Parkson, including any storage costs as set forth in Section III above.

V. ERECTION: Unless otherwise agreed in writing, products are assembled, installed and/or erected by and at the full expense of Buyer.

VI. CANCELLATION & BREACH: Buyer agrees that Parkson products are specially manufactured goods that are not suitable for sale to others in the ordinary course of business. Therefore, purchase orders placed with Parkson cannot be canceled without recourse, nor shipments of goods made up, or in process, be deferred beyond the original shipment dates specified, except with Parkson's written consent and upon terms which shall indemnify Parkson against all loss. In the event of cancellation or the substantial breach of the agreement between Buyer and Parkson, including without limitation, failing to make payment when due, Buyer agrees that Parkson will suffer serious and substantial damage which will be difficult, if not impossible, to measure, both at the time of entering the agreement and as of the time of such cancellation or breach. Therefore, the parties agree that upon such cancellation or breach, the Buyer shall pay to Parkson the sums set forth below which Parkson and Buyer do hereby agree shall constitute agreed and liquidated damages in such event:

- a. If cancellation or breach shall occur after the acceptance of the purchase order but prior to mailing of general arrangement drawings by Parkson to Buyer, liquidated damages shall be 10% of the selling price.
- b. If cancellation or breach shall occur within thirty (30) days from the mailing of general arrangement drawings by Parkson to Buyer, the liquidated damages shall be 30% of the selling price.
- c. If the cancellation or breach occurs after thirty (30) days from the mailing of general arrangement drawings by Parkson to Buyer, but prior to notification that the order is ready for shipment, the liquidated damages shall be the total of 30% of the selling price plus the expenses incurred, cost of material, and reasonable value of the work expended to fill the respective order by Parkson's engineers and other employees, agents and representatives after the mailing of general arrangement drawings by Parkson to Buyer. All sums will be determined at the sole reasonable discretion of Parkson provided, however, that the total liquidated damages under this provision shall not exceed the total selling price.
- d. If cancellation or breach shall occur after Parkson has notified Buyer that the order is ready for shipment, then the liquidated damages shall be the total selling price.

VII. DRAWINGS & SPECIFICATIONS: In the event that drawings are sent to Buyer for approval after an order is placed, the drawings must be returned marked "Approved" or "Approved As Noted" within twenty (20) calendar days after receipt unless otherwise noted. In the event that Buyer's written comments are not given within the twenty (20) day period, Parkson shall deem the items approved.

VIII. CORRECTIVE WORK & "BACK CHARGES". In no event shall any work be done, or services or material be purchased or expense otherwise incurred by the Buyer for the account of Parkson until after full and complete particulars (including an estimate of material cost) have been submitted in writing and approved in writing by Parkson. Parkson must be given the opportunity to discuss and research alternative methods to lower the costs involved in such corrective work. Unless agreed-upon in writing by Parkson, Parkson will not be liable for labor costs, overhead, administrative costs, interest or any other consequential or indirect costs Buyer incurs. Returned items will not be accepted unless Parkson has previously agreed to such return in writing and supplied written return-shipping instructions to Buyer.

IX. SELECTION OF MATERIALS: Because all Parkson products are specially manufactured products, the material make-up of many of Parkson's products varies from project to project. The determination of the materials' suitability and adaptability (including without limitation, paints and/or coatings) to the specific needs of the Buyer is solely the Buyer's choice and responsibility.

X. CONFIDENTIAL INFORMATION & IMPROVEMENTS: The design, construction, application and operation of Parkson's products, services and relevant documentation embody proprietary and confidential information; therefore, Buyer will maintain this information in strict confidence, will not disclose it to others, and will only use this information in connection with the use of the products or to facilitate the provision of services sold by Parkson. Buyer will not copy or reproduce any written or printed materials or drawings furnished to Buyer by Parkson. Buyer agrees to immediately return all confidential material to Parkson if requested in writing by Parkson. Buyer will not copy any information provided by Parkson or make any design drawings of Parkson's equipment and will not permit others to copy or make any design drawings of the equipment. Parkson shall have a royalty-free license to make, use and sell, any changes or improvements in the products invented or suggested by Buyer or its employees. Buyer acknowledges that a remedy at law for any breach or attempted breach of this Section will result in a harm to Parkson for which monetary damages alone will not be adequate. Buyer covenants and agrees that neither it nor any of its affiliates will oppose any demand for specific performance and injunctive and other equitable relief in case of any such breach or attempted breach. Notwithstanding anything to the contrary herein, Parkson may seek enforcement of any breach of this Section without the necessity of complying with the provisions regarding resolution of disputes herein.

XI. FIELD SERVICE: Field Service included in the quotation will only be scheduled upon written request and may be subject to credit approval. Should the Buyer have outstanding balances due Parkson, no startup / field service will be scheduled until such payments are received by Parkson. The Buyer assumes all responsibility for the readiness of the system when it requests startup service. Should Parkson's Field Service Engineer arrive at the jobsite and determine that the system cannot be started up within a reasonable time, Parkson shall have the option to bring the Field Service Engineer home and bill the Buyer for time, travel and living expenses. Additional field service is available from Parkson at the prevailing per-diem rate at the time of the



request for service plus all travel and living expenses, portal-to-portal. A purchase order or change order will be required prior to scheduling this additional service.

XII. LIMITATION OF LIABILITY: Unless expressly agreed to in writing by Parkson, all damages not direct and actual in nature, including without limitation, consequential, incidental, indirect, exemplary and punitive damages, shall be expressly prohibited damages. Such prohibited damages include, but are not limited to, lost rent or revenue; rental payments; costs (increased or not) of administration or supervision; costs or delays suffered by others unable to commence work or provide services as previously scheduled for which a party to this contract may be liable; increased costs of borrowing funds devoted to the project (including interest); delays in selling all or part of the project upon completion; damages caused by reason of Force Majeure or acts of God (with the broadest statutory or court of law definition possible); termination of agreements to lease or buy all or part of the project, whether or not suffered before completion of services or work; forfeited bonds, deposits, or other monetary costs or penalties due to delay of the project; interest for any reason assessed to Buyer; increased taxes (federal, state, local, or international) due to delay or recharacterization of the project; lost tax credits or deductions due to delay; impairment of security; attorney and other legal fees for any reason assessed to Buyer, loss of use of the Equipment or any associated Equipment, costs of substitute Equipment, facilities or services, down time costs, claims of customers of Buyer for such other damages; or any other indirect loss arising from the conduct of the parties. Parkson only agrees to responsibility for damages from proven negligent and willful acts of its direct employees only.

XIII. APPLICABLE LAWS & GOVERNING LAW: To the best of Parkson's knowledge, Parkson products comply with most laws, regulations and industrial practices; however, Parkson does not accept responsibility for any state, city or other local law not specifically brought to Parkson's attention. For OSHA compliance, (1) Parkson is only liable for those OSHA standards that are in effect as of the date of the quotation, and to the extent they are applicable to the performance of Parkson. (2) Parkson is only responsible for the physical characteristics of the product(s) and not for the circumstances of the use of the product(s). (3) Parkson's liability through any noncompliance to OSHA shall be limited to the cost of modifying the product(s) or replacing the non-complying product(s) or component(s) after receipt of prompt written notice of noncompliance. The rights and obligations of Buyer and Parkson shall be governed by and interpreted in accordance with the substantive laws of the state of Florida including the uniform commercial code of Florida, excluding conflicts of law and choice of law principles.

XIV. DISPUTE RESOLUTION: Any issue, difference, claim or dispute ("Action") that may arise out of or in connection with the project referenced in the quotation, including these terms and conditions, shall be first resolved by negotiation at the highest executive levels between the Buyer and Parkson. If said negotiation is unsuccessful, any said Action or any transactions contemplated hereby or in the Quotation shall be finally settled under BINDING ARBITRATION in Broward County, Florida. Any such arbitration shall be governed by the Commercial Arbitration Rules of the American Arbitration Association and shall be overseen by one (1) single arbitrator. Buyer and Parkson shall agree upon a single arbitrator or, if Buyer and Parkson cannot agree upon an arbitrator within thirty (30) days, then the Buyer and Parkson agree that the American Arbitration Association shall appoint a single arbitrator. In the event that an Action is brought, the prevailing party shall be entitled to be reimbursed for, and/or have judgment entered with respect to, all of its costs and expenses, including reasonable attorney's fees' and legal expenses. The award of the arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction.

XV. PATENTS: Parkson shall indemnify Buyer against any judgment for damages and costs which may be rendered against Buyer in a suit brought on account of the alleged infringement of any United States patent by any product supplied by Parkson, unless (a) the alleged infringement occurs as a result of any alteration or modification to the product or the use of the product in combination with the products or services of any party other than Parkson, or (b) the product was made in accordance with materials, designs or specifications furnished or designated by Buyer, in which case Buyer shall indemnify Parkson against any judgment for damages and costs which may be rendered against Parkson in any suit brought on account of the alleged infringement of any United States patent by such product or by such materials, designs or specifications; provided that prompt written notice be given to the party from whom indemnity is sought of the bringing of the suit and an opportunity be given to such party to settle or defend it as that party may see fit and that every reasonable assistance in settling or defending it shall be rendered. Parkson shall in no event be liable to Buyer for special, indirect, incidental or consequential damages arising out of allegation of patent infringement.

XVI. MECHANICAL WARRANTY: For a period of one (1) year following the Equipment shipment date ("Warranty Period"), Parkson's Equipment is limitedly warranted to be free from defective material and workmanship, under normal use and service and when installed, operated and maintained in accordance with installation instructions, this policy and maintenance/operating procedures. To make claim under this Warranty, Buyer must notify Parkson within ten (10) business days after the date of discovery of any nonconformity and make the affected Equipment immediately available for inspection by Parkson or its service representative. Parkson Equipment may be deemed nonconforming only by an authorized Parkson representative. Returns will not be accepted unless Parkson has authorized said return in writing. If Parkson's inspection indicates nonconforming materials and/or workmanship, the Equipment will, at Parkson's option, either be repaired or replaced without charge. Upon receipt of Parkson's written consent, Equipment may be promptly returned to Parkson, F.O.B. its factory. However, under certain circumstances, Parkson may decide, in its sole discretion, to repair or replace the Equipment at the Project site. Buyer hereby agrees to provide Parkson, its employees and/or representatives, free of charge, on-site access to the Project site, and any necessary utilities and plant personnel needed by Parkson for the purpose of repairing and/or replacing nonconforming Equipment per this Warranty.

The following will void this Warranty:

- (A) Equipment is used for purposes other than those for which it was designed;
- (B) Equipment is not used in accordance with generally approved practices;
- (C) Disasters, whether natural or manmade, such as fire, flood, wind, earthquake, cave-in, lightning, war, or vandalism;



- (D) Unauthorized alterations to or modifications of the Equipment not approved by Parkson, in writing;
- (E) Abuse, neglect or misuse of Equipment, including without limitation, operation of Equipment after a defect is discovered;
- (F) Operation of Equipment by persons not properly trained for that purpose;
- (G) Failure to operate the Equipment in accordance with Parkson's specifications, O&M manuals or other written guidelines; and/or
- (H) Failure to perform regular cleaning, inspection, adjustment and/or preventative maintenance.

BE ADVISED: Parkson is not liable for any corrective work or expenditure that has not been authorized by Parkson in writing prior to the commencement of such work and prior to committing to such expenditures. Inspection service calls, requested by Buyer, where no evidence of nonconforming materials and/or workmanship is found, will be invoiced to the Buyer at Parkson's current per diem, plus all travel and living expenses. Onsite labor and freight are not covered by this Warranty. This Warranty does not cover normal wear and tear. Following a Warranty claim, verification of proper operation and maintenance is required. Physical damage due to external forces and/or accident is not covered by this Warranty. The effects of corrosion and unforeseeable influent characteristics are excluded from this Warranty. Actions by 3rd parties in causing nonconformity of the Equipment are not covered under this Warranty.

THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES OF ANY KIND WHATSOEVER, WRITTEN, ORAL OR IMPLIED; ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

XVII. INDEMNIFICATION: Buyer shall comply and require its employees to comply with all instructions given by Parkson regarding installation, use and maintenance of the Equipment sold by Parkson and shall require its employees to use reasonable care and all safety devices in the operation and maintenance of said Equipment. Buyer shall not remove or permit removal or modification of any safety device, warning sign or label. Buyer shall immediately give Parkson written notice of any personal injury or property damage arising out of the use of the Equipment and cooperate with Parkson in investigating any such accident or malfunction. Buyer agrees to indemnify and hold Parkson and its suppliers harmless from any and all claims, demands, liabilities, causes of action, suits, costs and expenses of any kind and nature (including attorney's fees) for personal injury or property damage arising from or in any way connected with the operations, activities or use of the Equipment sold by Parkson if Buyer fails to fulfill any of the foregoing obligations. Buyer agrees to indemnify and hold Parkson and its suppliers harmless from any and all claims, demands, liabilities, causes of action, suits, costs and expenses of any kind or nature (including attorney's fees) which may be asserted against Parkson and its suppliers by any person relating to any portion of the Equipment which includes Buyer's existing equipment or equipment furnished by Buyer and to defend Parkson and its suppliers at Buyer's expense against any suit which may be commenced relating to the foregoing. Buyer agrees to indemnify and hold Parkson and its suppliers harmless from any and all claims, demands, liabilities, causes of action, suits, costs and expenses of any kind or nature (including attorney's fees) for loss or damage to persons or property, other than the Equipment sold hereby or Buyer's possession or use of said Equipment.

XVIII. MISCELLANEOUS: Parkson does not assume responsibility for nor warrant the performance or accuracy of Buyer's furnished design, design criteria, or specifications. The parties agree that the foregoing terms and conditions constitute the entire terms and conditions between Buyer and Parkson and that there are no other agreements, terms or conditions, expressed or implied, unless otherwise agreed to in writing by Parkson. The terms and conditions herein shall supersede any terms and conditions of any other document that may apply to the transaction between the Buyer and Parkson. This document may not be modified or superseded other than by an instrument in writing signed by both Buyer and Parkson. This document shall be binding upon and inure to the benefit of Buyer and Parkson and their heirs, assignees, legal representatives and the project Owner for the project referenced in the quotation. The invalidity or non-enforceability of any particular provision of this document shall not affect the other provisions hereof, and this document shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Design,
Manufacturing,
Systems,
Construction



August 24, 2012

Installation of Discovery Bay Drying Chambers

Rough Brothers to provide the installation of the structures using subcontract professional greenhouse installers with scope of work to be:

- Installation of anchor bolts
- Installation of drying chamber Steel A Frame (2) 42' x 204'
- Installation of downspout fittings.
- Installation of the 8mm polycarbonate roof glazing system
- Installation of exterior 8mm polycarbonate ends and sidewalls
- Installation of (1) interior corrugated polycarbonate partition walls
- Installation of (2) sliding doors
- Installation of (2) gable flap vents including hanging vent motor (no electric to motor). We will set the vent motor limits provided the hard wiring of the motors is complete while our installers are still at the site.
- Framing and hanging in place (8) exhaust fans (no electric to fans)
- Hanging in place (20) ceiling fans.
- Hanging of (2) Festoon support tubing 204' long (festoon rail install by others)
- Hanging of the instrument mounting rail. Instrumentation to be installed by others
- Rental equipment to construct is included
- Rough Brothers will unload the drying chamber structural and glazing materials when delivered and place and cover them in a secured storage area furnished by others. Smaller direct shipments of our material arriving when our installation crew is not at the site will be unloaded and secured by others.

Rough Brothers has included prevailing wage rates for Contra Costa County, Ca.
Rough Brothers has the right to work more than 40 hours per week on the job if they elect and will pay the appropriate overtime

Rough Brothers labor is non-union. Should union labor rates be required Rough Brothers has the right to charge the customer for all additional costs and expenses incurred.

No jobsite storage of Rough Brothers material is included

No dumpsters or on site sanitary facilities are included

No concrete, electrical, plumbing or site work is included

Temporary electrical power for construction to be by others

Does not include installation of the barrier hardware or barrier anchors

Does not include installation of the galvanized downspout piping

Does not include additional work required by rebar interference while drilling for anchors

Does not include cleaning of the structures or glazing material

Responsibility of others to survey the concrete walls for width, length, level and square

513.242.0310 *ph*

513.242.0816 *fax*

www.roughbros.com

Total installation amount \$169,000.00

5513 Vine Street
Cincinnati, Ohio
45217



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

September 19, 2012

Prepared By: Rick Howard, General Manager

Submitted By: Rick Howard, General Manager

Agenda Title

Amend the Town of Discovery Bay Community Services District Position Schedule

Recommended Action

It is recommended that the Position Schedule for the Town of Discovery Bay CSD be amended to include the position of Part Time/Seasonal/Temporary

Executive Summary

Occasionally, the Town of Discovery Bay CSD finds it necessary to hire part time/seasonal and or temporary staff on an as needed or temporary basis. Generally, these hires are allocated to a particular project or function. An example of this is the present temporary employee that has been hired to work on the Clipper Drive Landscape Project. That employee is being fully charged to the project, and when the project is completed, the employee's position with the District will also end.

In the past, when the District finds itself in need of an employee, the District has hired through temporary placement agencies. In some cases, that practice will continue. However, in other situations, it will be more productive if the employee were hired directly into a temporary classification.

Staff believes that the addition of a Part Time/Temporary/Seasonal employee, or PST, will provide greater flexibility for the District when it is necessary to hire someone for a limited duration. PST's do not receive benefits; however, they would be covered under the District's Worker's Compensation program.

A proposed Position Schedule is attached for the Board's consideration.

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 Position Schedule

AGENDA ITEM: F-3



**FY 2012-13 Authorized Positions
Regular Positions/Full Time Equivalents (FTE's)**

	Actual	Actual	Proposed
Position Title	FY 2010-11	FY 2011-12	FY 2012-13
Director	5.0	5.0	5.0
General Manager	1.0	1.0	1.0
Water and Wastewater Manager	1.0	1.0	1.0
Landscape Manager	1.0	0.0	0.0
Finance Manager	0.0	1.0	1.0
Parks and Landscape Manager	0.0	1.0	1.0
Administrative Assistant	3.0	2.0	2.0
Executive Assistant	0.0	1.0	1.0
Office Clerk	1.0	0.0	0.0
Office Assistant	0.0	1.0	1.0
Account Clerk	1.0	0.0	0.0
Sr. Account Clerk	1.0	1.0	1.0
Water Services Worker	1.0	0.0	0.0
Water Services Technician	0.0	1.0	1.0
Parks and Maintenance Worker I	1.0	1.0	0.0
Part Time/Seasonal/Temporary	0.0	0.0	0.0
Totals	17.0	17.0	17.0



MONTHLY OPERATIONS REPORT

August 2012

Town of Discovery Bay, CA

1099 Days of Safe Operations

46930 worked hours since last recordable incident

TRAINING:

Safety, Operations, & Equipment

Safety	Attended	Hours
Emergency Action Plan Slips, Trips & Falls Safety Webinar-Working around Openings	All Staff Members	3.0
Operation		
Western Regional Admin Session	J. Bennett	7.0
Planner Training	J. Halay	8.0
PLC Training – Allen Bradley	D. Lu	48.0
Pump Seal Training	All Staff	8.0

WATER SERVICE

- Installed new Chlorine Feed pump at NPWTP
- Troubleshoot Comm. Fail on Booster Pump #4 WLWTP
- Replaced Valves on Filter “C” at WLWTP
- Replaced Pressure Switch at Well 4
- Troubleshoot Fault on Jockey Pump #2 WLWTP
- Installed new UPS at Well #2
- Troubleshoot Comm. Fault on Booster Pump #4 NPWTP

Note: Well 4 in lead and Well 5 in lag to offset specific conductivity

Customer Inquiries:

56 Brown water calls

# of Active Wells	Water Produced (MG)	Chemical Usage/Delivered	Fire Hydrant Flushing
5	155.6	7165 gals	6



Bacteriological Test Results:

Routine Bacteria Samples Collected	No. Total Coliform Positives	No. Fecal/E. coli Positives
20	0	0

WASTEWATER SERVICE

- Replace belts on Rotor #1 Plant #2
- Replaced Ballast & Bulb on UV system
- Repaired motor mount on Rotor #1 Plant #2
- De-ragged Check Valve on RAS #2
- Swapped out Pump at Influent Pump Station
- Flushed pipes & lines to Belt Press
- Replaced ARV on Pump #2 Clarifier #2

Customer Inquiries:

0

# of Active Lift Stations	# of Inactive Lift Stations	Chemical Usage Polymer-gals	SSO	Wastewater Received (MG)
15	0	156	0	44.04

Collections:

- Flushed **8641 ft** of sanitary sewer. YTD **12137 ft. 18.3 %** completed
- Inspected **18** manhole & covers. YTD **32**
- Vac. out valve vaults at Lakes & G L/S
- Installed new level sensor at Lakes L/S
- Repaired High Level alarm at Newport L/S
- Repaired pump pipe at L/S A



Wastewater Laboratory Analysis

<i>WW Effluent Parameter</i>	<i>Permit Limits</i>	<i>July Lab Data</i>	<i>August Lab Data</i>
Flow, MG Effluent, monthly total		41.82	40.53
Flow, MG Daily Discharge Flow, avg.	2.1	1.35	1.31
Effluent BOD ₅ , lbs/d, monthly avg.	350	35	25
Effluent TSS, lbs/d, monthly avg.	525	67	57
Effluent BOD ₅ , mg/L, monthly avg.	20	3	3
Effluent TSS, mg/L, monthly avg.	30	6	6
Total Coli form 7 day Median Max	23	15	4
Total Coli form Daily Maximum	240	30	17
% Removal BOD ₅ , monthly avg.	85% min.	99%	99
% Removal, TSS, monthly avg.	85% min.	97%	97
Electrical Conductivity, umhos/cm annual avg.	2100	2202(YTD)	2176(YTD)

Red – new parameter added

Maintenance:

Preventive and Corrective

Total # of WO's Completed	Total Hours
270	281

Call & Emergency Responses

Call Outs	Emergencies
14	0

Personnel Hours & Overtime:

Regular Hours	Overtime
1354	79



No Back Up
Documentation For
Agenda Item # H



No Back Up
Documentation For
Agenda Item # I



No Back Up
Documentation For
Agenda Item # J



No Back Up
Documentation For
Agenda Item # K

SEP 06 2012



FINAL

**CONTRA COSTA COUNTY
AVIATION ADVISORY COMMITTEE
MINUTES OF MEETING
June 14, 2012**

MEETING CALLED: The meeting was called to order by Chair Mike Bruno at 10:04 a.m. at the Director of Airport's Office.

PRESENT: Mike Bruno, Chair, CCC Airports Business Association
Keith McMahon, City of Concord
Derek Mims, City of Pleasant Hill
David Pfeiffer, Secretary, District V
Rudi Raab, District I
Rich Spatz, At Large 2
Ronald Reagan, District III
Tom Weber, Vice Chair, District IV

ABSENT: Janet Kaiser, Diablo Valley College
Russell Roe, District II
Ed Young, At-Large 1

STAFF: Beth Lee, Assistant Airports Director

**OPENING COMMENTS
BY CHAIR:**

Mike Bruno commented that pilots are really complaining about trees on the golf course. Beth Lee asked Mike to advise Airport staff as to which tree(s) are of the most immediate concern and Airport staff will work with the golf course to have those prioritized.

Rudi Raab reported the he would miss the next three meetings (July through September)

**PUBLIC COMMENT
PERIOD:**

Tom Weber asked for a brief overview of the weekend landing on the golf course. Mike Bruno gave a quick overview.

**APPROVAL OF
MINUTES:**

Moved by Tom Weber; seconded by Rich Spatz. Approved unanimously. Keith McMahon and Mike Bruno abstained.

APPROVAL OF

CONSENT ITEMS: Moved by Tom Weber; seconded by Derek Mims. Approved unanimously.

PRESENTATION/SPECIAL REPORTS: None

DISCUSSION/ACTION ITEMS:

a. Items Pulled from Consent

N/A

b. Aviation Advisory Committee (AAC) Tenant Recognition Award

The AAC is still accepting applications for the AAC Tenant Recognition Award and will vote on them at the July meeting.

- Tom Weber submitted an application on behalf of Bay Area Skydiving for their participation in the Santa Skydive.
- Another application was submitted on behalf of the Experimental Aircraft Associations Young Eagles

c. Buchanan Field Airport Runway 01L/19R Overlay and Reconstruction Project Update

Beth Lee reported that so far the project is on schedule and that Airport staff will let tenants know if there are any change.

d. Stormwater Letter Overview

Airport staff advised about regional and state obligations for stormwater control which is why a letter was sent to tenants recently on this subject matter. Airport staff wanted to let tenants know what the rules and requirements are in advance of having any regulatory agency come out and inspect; any fines pass to the party who committed the offensive act.

Mike Bruno stated that he's had longtime experience with this issue and the regulators are very passionate.

e. Airport Draft Minimum Standards

Beth Lee reported that any final changes will be in the draft document for the Airport Committee at the June meeting.

Rudi Raab made a motion to approve the document. David Pfeiffer seconded. Approved unanimously and send the document to the Airport Committee.

A suggestion was made to have someone representing the AAC give an overview of the process and AAC support at the Airport Committee meeting.

f. Update on Runway Pilot Controlled Lighting

Airport staff reported that a bid package was ready for when Federal Aviation Administration (FAA) funding is available. It would likely be a few years out as Buchanan Field had been given \$3+ million for the runway project and that there are

several large scale projects in the region that will use funding for the next three (3) to five (5) years.

UPDATES/ANNOUNCEMENTS

a. Airport Committee Update

Next meeting is June 25, 2012 at 2:00 p.m.

b. What is happening at Buchanan Field & Byron Airports/Other Airports

- Byron Jet Center dedication on June 24
- Mustang Car Rally – June 21 through June 24
- Airport Land Use Commission (ALUC) approved Concord's Development Plan
- Experimental Aircraft Association (EAA) Young Eagles Event on June 16

c. Update from Airport Business Association

Mike Bruno stated he tries to meet at least once a month with one business on the airfield. This month he met with George Hall of the Buchanan Field Golf Course. The golf course is also being negatively affected by the economy.

d. AAC Announcements

None

e. Airport Staff Announcements

Update was given on what Airport staff is doing at the Airport – new seals on the hangar doors, clubhouse changes, and potential painting of the east ramp hangars.

FUTURE AGENDA ITEMS

- Runway 32R night lighting (pilot control)
- Trees on golf course
- AAC Tenant Recognition Program

Next meeting scheduled for Thursday, July 12 at 10:00 a.m.

ADJOURNMENT: The meeting was adjourned by the Chair at 10:40 a.m.



SEP 07 2012

EAST CONTRA COSTA FIRE PROTECTION DISTRICT

Meeting Minutes

Board of Directors Regular Meeting

Monday August 6, 2012 – 6:30 P.M.

Meeting Location: 3231 Main Street, Oakley

BOARD OF DIRECTORS		
Pat Anderson	Kevin Romick - President	Robert Kenny
Steve Barr	Joel R. Bryant- Vice President	Cheryl Morgan
Robert A. Brockman	Jim Frazier	Erick Stonebarger

Preceded by a Special Closed Session Meeting at 6:00 P.M., 3231 Main Street, Oakley

6:00 P.M. – Call to Order and Adjourn to Closed Session on the following matters:
(6:00 P.M.)

1. CONFERENCE WITH LABOR NEGOTIATOR
pursuant to Government Code Section 54957.6
Agency designated representative: Board President and Vice President
Employee Organizations: International Association of Fire Fighters, Local 1230, AFSCME
Local 2700, East County Fire Fighters Association (Reserves), Unrepresented
Management.
2. CONFERENCE WITH LEGAL COUNSEL– Existing Litigation pursuant to Government
Code Section 54956.9, City of Brentwood, et al v. Robert Campbell, Contra Costa Sup. Ct. No.
MSN 11-1029.”

RECONVENE TO OPEN SESSION – 3231 Main Street, Oakley - (6:17 P.M.)

CLOSED SESSION REPORT: The Board gave direction to staff and counsel, no action was taken.

CALL TO ORDER - (6:30 P.M.)

PLEDGE OF ALLEGIANCE - (6:31 P.M.)

ROLL CALL - (6:31 P.M.) Directors Present: Anderson, Barr, Bryant, Frazier, Kenny, Morgan,
Romick
Directors Absent: Brockman, Stonebarger

PUBLIC COMMENTS

There were no Public Speakers

CONSENT CALENDAR - (6:32 P.M) * *Director Anderson requested that C2 be pulled for discussion.*

C.1 Approve minutes from June 11, 2012 Regular Board of Directors Meeting

Motion by: Director Frazier to approve Consent Calendar Items C.1
Second by: Director Barr
Vote: Motion carried 7:0

C.2 * Approve a Resolution in Support of Making the Bethel Island Fire Station a Historical Landmark

Motion by: Director Frazier to approve Consent Calendar Items C.2
Second by: Director Barr
Vote: Motion carried 7:0

PUBLIC HEARINGS

NONE

DISCUSSION ITEMS- (6:34 P.M)

D.1 Approve and Authorize a District Response to Contra Costa County Grand Jury Report # 1211

Motion by: Director Frazier to approve and authorize a District Response to Contra Costa County Grand Jury Report # 1211 as amended.
Second by: Director Kenny
Vote: Motion carried 6:1

There were no Public Speakers

D.2 Receive Operational Update- (6:45 P.M)

Chief Henderson gave an Operational update on the call for service, Auto Aid, Station closures for the time of July 1st 2012 thru July 31st, 2012 and Staffing for Adequate Fire and Emergency Response Grants (SAFER).

There were no Public Speakers

WORKSHOP - (7:03 P.M)

The Board discussed Director Barr's list of topics for Future District Financial and Operational Model and directed staff to develop further information and return at the September meeting for further discussion.

INFORMATIONAL STAFF REPORTS- (7:21 P.M)

LAFCO's next meeting is scheduled for August 8, 2012.

DIRECTORS' COMMENTS- (7:23 P.M)

Director Kenny commented on a 50's Bash taking place on Bethel Island August 11, 2012 and a booth will be available for Public Education.

Director Bryant "thanked the personnel for doing a great job through this difficult time".

INFORMATIONAL REPORTS AND REQUESTS FOR FUTURE AGENDA ITEMS FROM BOARD MEMBERS- (7:25 P.M)

NONE

ADJOURN TO THE NEXT REGULAR BOARD MEETING SCHEDULED: September 10, 2012- (7:25 P.M)

**Motion by: Director Romick to adjourn to the next Board meeting September 10, 2012
Second by: Director Kenny
Vote: Motion carried 7:0**

SEP 07 2012



EAST CONTRA COSTA FIRE PROTECTION DISTRICT

Meeting Minutes

Board of Directors Regular Meeting

Wednesday, August 29, 2012 – 6:30 P.M.

Meeting Location: 3231 Main Street, Oakley

BOARD OF DIRECTORS		
Pat Anderson	Kevin Romick - President	Robert Kenny
Steve Barr	Joel R. Bryant- Vice President	Cheryl Morgan
Robert A. Brockman	Jim Frazier	Erick Stonebarger

CALL TO ORDER- (6:30 P.M.)

PLEDGE OF ALLEGIANCE- (6:31 P.M.)

ROLL CALL- (6:31 P.M.) Directors Present: Barr, Brockman, Bryant, Kenny, Morgan, Romick, Stonebarger
Directors Absent: Anderson, Frazier

PUBLIC COMMENTS - (6:33 P.M.)

There was one Public Speaker – Christine Thresh

CONSENT CALENDAR

None

PUBLIC HEARINGS

None

DISCUSSION ITEMS- (6:34 P.M.)

- D.1** Accept Staffing for Fire and Emergency Response (SAFER) grant from the Federal Emergency Management Agency (FEMA)

Motion by: Director Kenny to Accept Staffing for Fire and Emergency Response (SAFER) grant from the Federal Emergency Management Agency (FEMA).

Second by: Director Barr

Vote: Motion carried 7:0

There were four Public Speakers – Gene Clare, Mark Whitlock, Vince Wells & Joe Young

INFORMATIONAL STAFF REPORTS

None

DIRECTORS' COMMENTS - (7:00 P.M)

There were no Directors' comments to report.

INFORMATIONAL REPORTS AND REQUESTS FOR FUTURE AGENDA ITEMS FROM BOARD MEMBERS - (7:00 P.M)

There were no Information Reports or Future Agenda Items to report.

ADJOURN TO THE NEXT REGULAR BOARD MEETING SCHEDULED: September 10, 2012 (7:01 P.M)

Motion by: Director Stonebarger to adjourn to the next Board meeting September 10, 2012

Second by: Director Barr

Vote: Motion carried 7:0