



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT
AGENDA PACKET**

For the Regular Meeting of Wednesday

November 4, 2015

7:00 P.M. Regular Meeting

Community Center
1601 Discovery Bay Boulevard



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

NOTICE OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY

Wednesday November 4, 2015

REGULAR MEETING 7:00 P.M.

Community Center

1601 Discovery Bay Boulevard, 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 at the time the item 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. AREA AGENCIES REPORTS / PRESENTATION

1. Sheriff's Office Report
2. CHP Report
3. East Contra Costa Fire Protection District Report
4. Supervisor Mary Piepho, District III Report

D. COMMITTEE/LIAISON REPORTS

1. Trans-Plan Report
2. County Planning Commission Report
3. Code Enforcement Report
4. Special Districts Report**

**These meetings are held Quarterly

E. PRESENTATIONS

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. Approval of DRAFT minutes of regular meeting October 21, 2015
2. Approve Register of District Invoices
3. Approve and Record the Notice of Completion for the Well No. 7 Pump Station Project and authorize release of the Retention

G. BUSINESS AND ACTION ITEMS

1. Award of Bid for the Pump Station G Rehabilitation Project to Koch & Koch Inc. in the amount of \$60,500.00
2. Agreement for Mutual Aid and Assistance between the Town of Discovery Bay and Byron Bethany Irrigation District
3. Purchase of 1,900 Automated Water Meter Readers from National Meter and Automation, Inc.

H. INFORMATIONAL ITEMS ONLY (NO ACTION NECESSARY)

I. PRESIDENT REPORT AND DIRECTORS' COMMENTS

J. MANAGER'S REPORT – Discussion and Possible Action

K. GENERAL MANAGER'S REPORT – Discussion and Possible Action

L. DISTRICT LEGAL COUNSEL REPORT

M. SUB-COMMITTEE UPDATES – Discussion and Possible Action

1. Finance
2. Communications
3. Parks and Recreation
4. Water and Wastewater
5. Waterways

N. CORRESPONDENCE – Discussion and Possible Action

O. PUBLIC RECORD REQUESTS RECEIVED

P. FUTURE AGENDA ITEMS

Q. ADJOURNMENT

1. Adjourn to the next regular meeting of November 18, 2015 starting at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

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

No Back Up
Documentation
For Agenda Item C



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



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No Back Up
Documentation
For Agenda Item D



TOWN OF DISCOVERY BAY
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No Back Up
Documentation
For Agenda Item E



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

**MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY
Wednesday October 21, 2015
REGULAR MEETING 7:00 P.M.**

Community Center
1601 Discovery Bay Boulevard, 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 – 7:00 p.m. by President Steele

Pledge of Allegiance – Led by Director Graves

Roll Call – All Present with the exception of Vice-President Pease and Director Leete

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

None

C. PRESENTATIONS

None

D. PRESIDENT REPORT AND DIRECTORS' COMMENTS

None

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. Approval of DRAFT minutes of special meeting for October 7, 2015

2. Approval of DRAFT minutes of regular meeting for October 7, 2015

3. Approve Register of District Invoices

Motion by: Director Simon to approve the Consent Calendar

Second by: Director Graves

Vote: Motion Carried – AYES: 3 – President Steele, Director Graves, Director Simon, NOES: 0, ABSENT: Vice-President Pease and Director Leete

F. BUSINESS AND ACTION ITEMS

None

G. INFORMATIONAL ITEMS ONLY (NO ACTION NECESSARY)

None

H. VEOLIA REPORT

1. Veolia Report – Month of September 2015

Project Manager Berney Sadler – Provided the details of the September 2015 Monthly Operations Report. There was discussion between the Project Manager, the General Manager and the Board.

I. MANAGER'S REPORTS – Discussion and Possible Action

None

J. GENERAL MANAGER'S REPORT – Discussion and Possible Action

1. District Office Remodel

General Manager Howard – Pulled the item due to other options for District Staff.

K. DISTRICT LEGAL COUNSEL REPORT

None

L. COMMITTEE UPDATES – Discussion and Possible Action

None

M. CORRESPONDENCE – Discussion and Possible Action

1. R – Contra Costa County Aviation Advisory Committee meeting minutes for August 13, 2015

2. R – Contra Costa County Aviation Advisory Committee meeting minutes for September 10, 2015

3. R – East Contra Costa County Fire Protection District meeting minutes for September 14, 2015

N. PUBLIC RECORD REQUESTS RECEIVED

O. FUTURE AGENDA ITEMS

None

P. ADJOURNMENT

The meeting adjourned at 7:07 p.m. to the next Regular meeting of November 4, 2015 starting at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

//cmc – 10-22-15

<http://www.todb.ca.gov/agendas-minutes>



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

November 04, 2015

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

RH

Agenda Title

Approve Register of District Invoices

Recommended Action

Staff recommends that the Board approve the listed invoices for payment

Executive Summary

District invoices are paid on a regular basis, and must obtain Board authorization prior to payment. Staff recommends Board authorization in order that the District can continue to pay warrants in a timely manner.

Fiscal Impact:

Amount Requested \$ 213,877.76

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 2015/2016
Request For Authorization to Pay Invoices for the Discovery Bay Lighting & Landscape District # 8 2015/2016
Request For Authorization to Pay Invoices for the Discovery Bay Lighting & Landscape District # 9 2015/2016

AGENDA ITEM: F-2

Request For Authorization To Pay Invoices (RFA)
For The Meeting On November 04, 2015
Town of Discovery Bay CSD
For Fiscal Year's 7/15 - 6/16

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
Administration				
Commercial Tree Care	22973	Point Of Timber (Z61)	09/21/15	\$1,120.00
Ross Recreation Equipment Co., Inc.	97694	Slifer (Z61)	10/12/15	\$1,154.40
Trugreen	39708381	Slifer Park Fertilizer (Z61)	10/13/15	\$1,075.00
Trugreen	39715862	Regatta Park Fertilizer (Z57)	10/13/15	\$675.00
U.S. Bank Corporate Payment System	4246044555703473/915	Landscape Reimb. (Z35,Z57,Z61)	09/25/15	\$1,195.95
Watersavers Irrigation Inc.	1631709-00	Slifer (Z61)	10/14/15	\$83.48
		Administration	Sub-Total	\$5,303.83
Water				
Aflac	421408	Supplemental Insurance Oct 2015	10/20/15	\$323.52
Alhambra	13710019 100215	Bottle Water Service	10/02/15	\$18.92
Bartle Wells Associates	1003D	Water Rate Study	10/14/15	\$5,034.50
Big Dog Computer	BDC33152	Battery For Backup	10/14/15	\$87.08
Big Dog Computer	BDC33153	ThinkServer	10/14/15	\$1,292.77
Big Dog Computer	BDC33156	Computer Repair	10/22/15	\$158.09
Bill Pease	OCT 2015	Expense Report Oct 2015	10/28/15	\$163.54
Carol McCool	OCT 2015	Expense Report Oct 2015	10/01/15	\$222.18
Chris Steele	OCT 2015	Expense Report Oct 2015	10/28/15	\$138.00
Cintas	185529243	Uniforms	10/14/15	\$11.19
Cintas	185530079	Uniforms	10/21/15	\$11.19
David Wong	9902 Pyramid	Closed Account, Refund Overpayment	10/25/15	\$32.20
Discovery Bay Designs	1151	Logo Apparel	10/19/15	\$50.33
Freedom Mailing Service, Inc	27574	Monthly Water Bills Sept 2015	10/09/15	\$1,058.45
J.W. Backhoe & Construction, Inc.	2459	Water Leak On Surfside Place	10/06/15	\$2,088.05
J.W. Backhoe & Construction, Inc.	2462	Paved Discovery Bay Blvd & Dune Point Ct	10/09/15	\$5,386.25
J.W. Backhoe & Construction, Inc.	2463	Replaced Hydrant Willow Lake	10/09/15	\$894.43
J.W. Backhoe & Construction, Inc.	2472	Leak On Beach Court	10/18/15	\$5,369.58
J.W. Backhoe & Construction, Inc.	2473	Water Leak Beaver Lane	10/18/15	\$3,957.90
J.W. Backhoe & Construction, Inc.	2475	Leak On Canal Road	10/18/15	\$2,518.00
J.W. Backhoe & Construction, Inc.	2477	Beaver Lane Concrete Pour	10/18/15	\$791.00
J.W. Backhoe & Construction, Inc.	2478	Pour Concrete Willow Lake Rd	10/18/15	\$459.20
J.W. Backhoe & Construction, Inc.	2479	Pour Concrete Sand Bay Isle	10/18/15	\$921.30
Luhdorff & Scalmanini	31171	NPDES	09/27/15	\$594.00
Luhdorff & Scalmanini	31172	Urban Water Management Plan	09/27/15	\$577.50
Luhdorff & Scalmanini	31175	Well 7	09/27/15	\$1,657.50
Luhdorff & Scalmanini	31176	General Engineering Service Sept 2015	09/27/15	\$3,745.50
Mark Simon	OCT 2015	Expense Report Oct 2015	10/28/15	\$124.00
Norma Rodriguez	1726 Wilde	Closed Account, Refund Overpayment	10/25/15	\$24.65
Neopost (Postage Account)	7900044908384658/105	Postage	10/07/15	\$120.70
Pacific Gas & Electric	1521433231-2/101315	Electric & Gas Bill 09/12/15-10/12/15	10/13/15	\$4,573.65
Pacific Gas & Electric	2943721807-5/101615	Electric & Gas Bill 09/10/15-10/08/15	10/16/15	\$27,706.09
ReliaStar Life Insurance Company	#JR52 457(B)10/31/15	457(b) 10/16/15-10/31/15	10/31/15	\$548.04
Robert Leete	OCT 2015	Expense Report Oct 2015	10/28/15	\$149.50
SDRMA	17950	Ancillary Benefits Nov 2015	10/23/15	\$476.89
Shields Consulting Group, Inc.	1516-3	Consulting Services Preparation & Submission State Mandate Re	10/16/15	\$244.98
Shred-It USA-Concord	9407781939	Shredding Service	10/08/15	\$22.36
Some Gave All	OCT 2015	Expense Report Oct 2015	10/28/15	\$291.42
Sue Heini	OCT 2015	Expense Report Oct 2015	10/16/15	\$16.56
SWRCB	LW-1001596	Large Water System Fees 14-15	10/15/15	\$2,343.69
TASC	450775312003/111615	Flexible Spending Nov 2015	11/01/15	\$241.66
U.S. Bank Corporate Payment System	4246044555703473/915	Medical Insurance	09/25/15	\$2,987.73
U.S. Bank Corporate Payment System	4246044555703473/915	Travel & Meetings	09/25/15	\$536.51
U.S. Bank Corporate Payment System	4246044555703473/915	Training & Education	09/25/15	\$194.00
U.S. Bank Corporate Payment System	4246044555703473/915	Telephone General	09/25/15	\$521.03
U.S. Bank Corporate Payment System	4246044555703473/915	Telecom Networking	09/25/15	\$108.00
U.S. Bank Corporate Payment System	4246044555703473/915	Telephone Cellular	09/25/15	\$16.05
U.S. Bank Corporate Payment System	4246044555703473/915	Vehicle & Equipment Fuel	09/25/15	\$470.19
U.S. Bank Corporate Payment System	4246044555703473/915	Automotive Supplies & Repairs	09/25/15	\$80.00
U.S. Bank Corporate Payment System	4246044555703473/915	Info System Maintenance	09/25/15	\$104.00
U.S. Bank Corporate Payment System	4246044555703473/915	Equipment Repair	09/25/15	\$60.45
U.S. Bank Corporate Payment System	4246044555703473/915	Office Supplies	09/25/15	\$208.37
U.S. Bank Corporate Payment System	4246044555703473/915	Safety Equipment & Supplies	09/25/15	\$166.64

U.S. Bank Corporate Payment System	4246044555703473/915	Special Expense	09/25/15	\$232.07
Univar	SJ710983	Chemicals Delivered 10/08/15	10/08/15	\$220.83
Univar	SJ710984	Chemicals Delivered 10/08/15	10/08/15	\$120.45
Univar	SJ712182	Chemicals Delivered 10/15/15	10/15/15	\$287.07

Water Sub-Total \$80,759.75

Wastewater

Affac	421408	Supplemental Insurance Oct 2015	10/20/15	\$485.28
Alhambra	13710019 100215	Bottle Water Service	10/02/15	\$28.39
Bartle Wells Associates	1003E	Wastewater Rate Study	10/14/15	\$1,227.50
Big Dog Computer	BDC33152	Battery For Backup	10/14/15	\$130.62
Big Dog Computer	BDC33153	ThinkServer	10/14/15	\$1,939.15
Big Dog Computer	BDC33156	Computer Repair	10/22/15	\$237.15
Bill Pease	OCT 2015	Expense Report Oct 2015	10/28/15	\$245.30
Carol McCool	OCT 2015	Expense Report Oct 2015	10/01/15	\$333.28
Cascade Integration And Development	996	Scada Improvements	10/19/15	\$18,250.00
Chris Steele	OCT 2015	Expense Report Oct 2015	10/28/15	\$207.00
Cintas	185529243	Uniforms	10/14/15	\$16.78
Cintas	185530079	Uniforms	10/21/15	\$16.78
Delta Debris Box Service	1109978	WWTP#1 20YD	09/30/15	\$527.49
Delta Debris Box Service	1109993	WWTP#1 40YD	09/30/15	\$1,098.00
Discovery Bay Designs	1151	Logo Apparel	10/19/15	\$75.49
J.W. Backhoe & Construction, Inc.	2476	Lift Station G Improvements	10/18/15	\$2,152.10
J.W. Backhoe & Construction, Inc.	2481	Replace Flow Meter Fernridge Cir	10/18/15	\$4,607.35
Mark Simon	OCT 2015	Expense Report Oct 2015	10/28/15	\$186.00
Neopost (Postage Account)	7900044908384658/105	Postage	10/07/15	\$181.06
Pacific Gas & Electric	7312115758-7/101315	Electric & Gas Bill 09/11/15-10/11/15	10/13/15	\$28,536.49
ReliaStar Life Insurance Company	#JR52 457(B)10/31/15	457(b) 10/16/15-10/31/15	10/31/15	\$822.06
Robert Leete	OCT 2015	Expense Report Oct 2015	10/28/15	\$224.25
SDRMA	17950	Ancillary Benefits Nov 2015	10/23/15	\$715.34
Shields Consulting Group, Inc.	1516-3	Consulting Services Preparation & Submission State Mandate Re	10/16/15	\$367.47
Shred-It USA-Concord	9407781939	Shredding Service	10/08/15	\$33.55
Solenis LLC	131002200	Praestol	10/14/15	\$7,520.88
Some Gave All	OCT 2015	Expense Report Oct 2015	10/28/15	\$437.14
Stantec Consulting Services Inc	965117	RWD	10/08/15	\$362.00
Stantec Consulting Services Inc	969574	Master Plan Nitrite & Nitrate Update	10/20/15	\$1,222.50
Sue Heintl	OCT 2015	Expense Report Oct 2015	10/16/15	\$24.84
SWRCB	LW-1001596	Large Water System Fees 14-15	10/15/15	\$3,515.53
TASC	450775312003/111615	Flexible Spending Nov 2015	11/01/15	\$362.48
U.S. Bank Corporate Payment System	4246044555703473/915	Health Insurance	09/25/15	\$4,481.59
U.S. Bank Corporate Payment System	4246044555703473/915	Travel & Meetings	09/25/15	\$804.77
U.S. Bank Corporate Payment System	4246044555703473/915	Training & Education	09/25/15	\$291.00
U.S. Bank Corporate Payment System	4246044555703473/915	Telephone General	09/25/15	\$966.88
U.S. Bank Corporate Payment System	4246044555703473/915	Telecom Networking	09/25/15	\$162.00
U.S. Bank Corporate Payment System	4246044555703473/915	Telephone Cellular	09/25/15	\$24.08
U.S. Bank Corporate Payment System	4246044555703473/915	Vehicle & Equipment Fuel	09/25/15	\$288.28
U.S. Bank Corporate Payment System	4246044555703473/915	Automotive Supplies & Repairs	09/25/15	\$241.00
U.S. Bank Corporate Payment System	4246044555703473/915	Info System Maintenance	09/25/15	\$156.00
U.S. Bank Corporate Payment System	4246044555703473/915	Misc. Small Tools	09/25/15	\$88.88
U.S. Bank Corporate Payment System	4246044555703473/915	Misc. Small Tools	09/25/15	\$63.94
U.S. Bank Corporate Payment System	4246044555703473/915	Equipment Repair	09/25/15	\$90.67
U.S. Bank Corporate Payment System	4246044555703473/915	Office Supplies	09/25/15	\$327.56
U.S. Bank Corporate Payment System	4246044555703473/915	Building Maintenance	09/25/15	\$129.09
U.S. Bank Corporate Payment System	4246044555703473/915	Safety Equipment & Supplies	09/25/15	\$249.95
U.S. Bank Corporate Payment System	4246044555703473/915	Special Expense	09/25/15	\$100.00
U.S. Bank Corporate Payment System	4246044555703473/915	Special Expense	09/25/15	\$52.25

Wastewater Sub-Total \$84,607.19

Community Center

Community Center Sub-Total \$0.00

Grand Total \$170,670.77

Request For Authorization To Pay Invoices (RFA)
For The Meeting On November 04, 2015
Town of Discovery Bay, D.Bay L&L Park #8
For Fiscal Year's 7/15 - 6/16

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
Alhambra	13710019 100215	Community Center-Bottle Water Service	10/02/15	\$66.26
Cintas	185529243	Uniforms	10/14/15	\$37.12
Cintas	185529243	Community Center-Mats	10/14/15	\$45.42
Cintas	185530079	Uniforms	10/21/15	\$37.12
Cintas	185530079	Community Center-Mats	10/21/15	\$45.42
Department of Justice	127519	Community Center-Employment Screening	10/05/15	\$98.00
Karina Dugand	24	Community Center-Program Fees	08/27/15	\$543.00
Karina Dugand	25	Community Center-Program Fees	09/24/15	\$553.50
Muir Diablo Occupational Medicine	324413	Community Center-Employment Screening	09/30/15	\$25.00
Office Depot	794485333001	Community Center-Office Supplies	09/17/15	\$77.05
Office Depot	796214078001	Community Center-Office Supplies	09/23/15	\$91.67
Pacific Gas & Electric	0869258994-1/100815	Electric & Gas Bill 09/10/15-10/08/15	10/08/15	\$434.17
Pacific Gas & Electric	5939734421-5/101515	Electric & Gas Bill 09/17/15-10/15/15	10/15/15	\$5,791.20
Shred-It USA-Concord	9407781938	Community Center-Shredding Service	10/08/15	\$83.60
Town of Discovery Bay, CSD	413	Payroll Reimbursement Sept 2015	10/23/15	\$21,960.37
Town of Discovery Bay, CSD	9-900-000-002-6.02	Community Center-Water Bill 09/01/15-09/30/15	09/30/15	\$547.06
Town of Discovery Bay, CSD	9-900-000-002-7.02	Water Bill 09/01/15-09/30/15	09/30/15	\$55.94
Town of Discovery Bay, CSD	9-900-000-004-2.01	Water Bill 09/01/15-09/30/15	09/30/15	\$1,418.85
Town of Discovery Bay, CSD	9-900-000-004-2.02	Water Bill 09/01/15-09/30/15	09/30/15	\$625.96
Town of Discovery Bay, CSD	9-900-000-004-2.03	Water Bill 09/01/15-09/30/15	09/30/15	\$433.03
Town of Discovery Bay, CSD	9-900-000-004-2.04	Water Bill 09/01/15-09/30/15	09/30/15	\$146.66
Town of Discovery Bay, CSD	9-900-000-004-2.05	Water Bill 09/01/15-09/30/15	09/30/15	\$63.50
Town of Discovery Bay, CSD	9-900-000-004-2.06	Water Bill 09/01/15-09/30/15	09/30/15	\$13.60
Town of Discovery Bay, CSD	9-900-000-004-2.07	Water Bill 09/01/15-09/30/15	09/30/15	\$9.67
Town of Discovery Bay, CSD	9-900-000-004-2.08	Water Bill 09/01/15-09/30/15	09/30/15	\$9.67
Town of Discovery Bay, CSD	9-900-000-004-2.09	Water Bill 09/01/15-09/30/15	09/30/15	\$35.37
Town of Discovery Bay, CSD	9-900-000-004-2.10	Water Bill 09/01/15-09/30/15	09/30/15	\$50.49
Town of Discovery Bay, CSD	9-900-000-004-4.01	Water Bill 09/01/15-09/30/15	09/30/15	\$3.02
Town of Discovery Bay, CSD	9-900-000-004-4.02	Water Bill 09/01/15-09/30/15	09/30/15	\$92.83
Town of Discovery Bay, CSD	9-900-000-004-4.03	Water Bill 09/01/15-09/30/15	09/30/15	\$383.13
Town of Discovery Bay, CSD	9-900-000-004-4.04	Water Bill 09/01/15-09/30/15	09/30/15	\$3.02
Town of Discovery Bay, CSD	9-900-000-004-4.05	Water Bill 09/01/15-09/30/15	09/30/15	\$65.01
Town of Discovery Bay, CSD	9-900-000-012-0.01	Water Bill 09/01/15-09/30/15	09/30/15	\$6.04
Trugreen	39644237	Community Center-Fertilizer	10/13/15	\$725.00
Trugreen	39644239	Cornell Park Fertilizer	10/13/15	\$1,275.00
Trugreen	39644243	Front Entrance Fertilizer	10/13/15	\$410.00
U.S. Bank Corporate Payment System	4246044555703473/915	Community Center-Dog Park	09/25/15	\$198.69
U.S. Bank Corporate Payment System	4246044555703473/915	Telephone General	09/25/15	\$97.75
U.S. Bank Corporate Payment System	4246044555703473/915	Vehicle & Equipment Fuel	09/25/15	\$435.25
U.S. Bank Corporate Payment System	4246044555703473/915	Automotive Supplies & Repairs	09/25/15	\$893.86
U.S. Bank Corporate Payment System	4246044555703473/915	Misc. Small Tools	09/25/15	\$265.80
U.S. Bank Corporate Payment System	4246044555703473/915	Special Expense	09/25/15	\$83.76
U.S. Bank Corporate Payment System	4246044555703473/915	Community Center-Telephone General	09/25/15	\$156.43
U.S. Bank Corporate Payment System	4246044555703473/915	Community Center-Monthly Software	09/25/15	\$329.62
U.S. Bank Corporate Payment System	4246044555703473/915	Community Center-Building Maintenance	09/25/15	\$396.02
U.S. Bank Corporate Payment System	4246044555703473/915	Community Center-Pool Maintenance	09/25/15	\$72.79
U.S. Bank Corporate Payment System	4246044555703473/915	Community Center-Special Expense	09/25/15	\$83.76
ULINE	71095492	Personal Protective Equipment	10/02/15	\$202.54
Univar	SJ706282	Community Center-Pool Chemicals	09/14/15	\$688.80
Watersavers Irrigation Inc.	1626607-00	Landscape Maintenance	09/29/15	\$442.06
Watersavers Irrigation Inc.	1628567-00	Landscape Maintenance	10/05/15	\$78.16
Total				\$40,687.04

Request For Authorization To Pay Invoices (RFA)
For The Meeting On November 04, 2015
Town of Discovery Bay, D.Bay L&L Park #9 (Ravenswood)
For Fiscal Year's 7/15 - 6/16

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
Bill Brandt Ford	137987	Vehicle Oil Change	10/10/15	\$55.02
Cintas	185529243	Uniforms	10/14/15	\$36.52
Cintas	185530079	Uniforms	10/21/15	\$36.52
Town of Discovery Bay, CSD	9-900-000-004-3.01	Water Bill 09/01/15-09/30/15	09/30/15	\$155.73
Town of Discovery Bay, CSD	9-900-000-004-3.02	Water Bill 09/01/15-09/30/15	09/30/15	\$478.39
Town of Discovery Bay, CSD	9-900-000-004-3.03	Water Bill 09/01/15-09/30/15	09/30/15	\$256.13
Trugreen	39713592	Ravenswood Fertilizer	10/13/15	\$725.00
U.S. Bank Corporate Payment System	4246044555703473/915	Telephone General	09/25/15	\$104.96
U.S. Bank Corporate Payment System	4246044555703473/915	Vehicle & Equipment Fuel	09/25/15	\$398.50
Watersavers Irrigation Inc.	1628568-00	Landscape Maintenance	10/05/15	\$141.29
Watersavers Irrigation Inc.	1628922-00	Landscape Maintenance	10/06/15	\$131.89
			Total	\$2,519.95



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

November 4, 2015

Prepared By: Carol McCool, Administrative Assistant/Board Clerk
Submitted By: Rick Howard, General Manager *RH*

Agenda Title

Approve and Record the Notice of Completion for the Well No. 7 Project and Authorize Release of the Retention

Recommended Action

That the Board: 1) Accept the Notice of Completion for Conco West for the Well No. 7 Project; 2) direct staff to record Notice of Completion with the Contra Costa County Recorder's Office; and 3) to release the retention 35 days after recordation of the Notice of Completion.

Executive Summary

Staff has determined that the work specified in the contract has been completed pursuant to the plans and specifications for the project. It is recommended that the work be accepted in accordance with the terms and conditions of the contract, including release of retention in the amount of \$36,493.29 and the associated performance bonds. The retention will be released 35 days after recordation of the Notice of Completion.

Fiscal Impact:

Amount Requested \$36,493.29

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

Prog/Fund #21-1170-13 Category: Pers. Optg. Cap. -or- CIP# X Fund# BOND

Previous Relevant Board Actions for This Item

Contract Authorization – June 4, 2014

Attachments

Notice of Completion

AGENDA ITEM: F-3

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

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

TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT, a Political Subdivision of the State of California.
3. The full address of the undersigned is:

1800 Willow Lake Road
Discovery Bay, CA 94505-9376
4. The nature of the title of the undersigned is that of a fee holder.
5. A work of improvement on the property hereinafter described was completed on October 1, 2015
6. The name of the contractor for such work of improvement is Conco West, Inc.
7. The property on which said work of improvement was completed is in the unincorporated portion of the County of Contra Costa, State of California, and is described as follows:

(Well No. 7 Pump Station Project) located at 2200 Newport Drive, Discovery Bay, CA 94505
8. The work of improvement consists generally of:
 - A. (Well No. 7 Pump Station Project)

RICHARD J. HOWARD, GENERAL MANAGER
FOR TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

November 4, 2015

Prepared By: Rick Howard, General Manager

Submitted By: Rick Howard, General Manager

Agenda Title

Award of Bid for the Pump Station G Rehabilitation Project to Koch & Koch Inc. in the amount of \$60,500.00

Recommended Action

That the Board authorize the award of bid for Pump Station G Rehabilitation Project, to Koch & Koch, Inc. in the amount of \$60,500.00 with an allowance for 10% change orders; and authorize the General Manager to execute all contract documents.

Executive Summary

Each fiscal year's Capital Improvement Program includes funding to upgrade sewer lift stations.

Pump Station G was identified as part of the FY 2014/2015 CIP as needing a control panel replacement with a project budget of \$310,000.00.

At the November 5, 2014 Board meeting, the Board approved the purchase of a new control panel from Telstar in the amount of \$32,762.00. This control panel has now been delivered to the Town.

The Town has now received bids for installation of the control panel at Pump Station G. Koch and Koch was the low bidder at \$60,500.00.

Engineering Design for this project was \$9,100.00 and construction services are estimated at \$4,500.00.

Total project budget is then estimated at \$106,862.00.

Koch and Koch also successfully performed the work on Pump Station F last year without issue.

Staff recommends awarding the project to Koch and Koch in the amount of \$60,500.00.

Fiscal Impact:

Amount Requested \$60,500.00 (\$66,550.00 if change orders apply)

Sufficient Budgeted Funds Available?: Yes

Prog/Fund # Category: CIP-15 Annual lift station Improvements.

Project Budget: \$310,000.00

Estimated Project Amount: \$106,862.00

Project Balance: \$203,138.00

Previous Relevant Board Actions for This Item

Award control panel on 11/5/2014, Approve 2014/2015 CIP, Approve 2015/2016 CIP

Attachments:

Bid Drawings

Bid Summary - Pump Station G

AGENDA ITEM: G-1

DISCOVERY BAY CONTRA COSTA COUNTY, CALIFORNIA

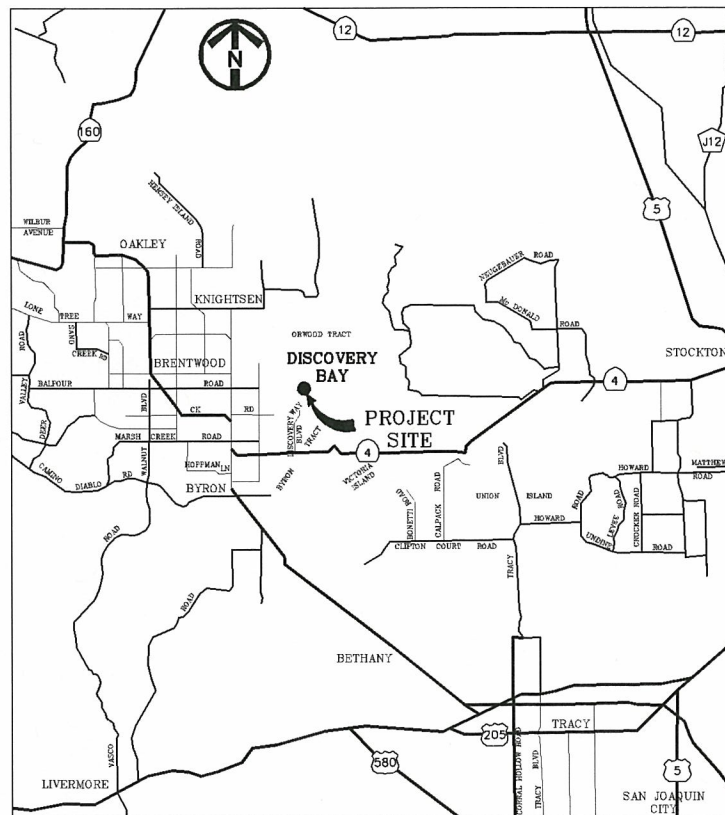
PUMP STATION "G" REHABILITATION

PREPARED FOR

TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT

1800 WILLOW LAKE ROAD, DISCOVERY BAY, CA 94505-9376
TEL (925) 634-1131 FAX (925) 513-2705

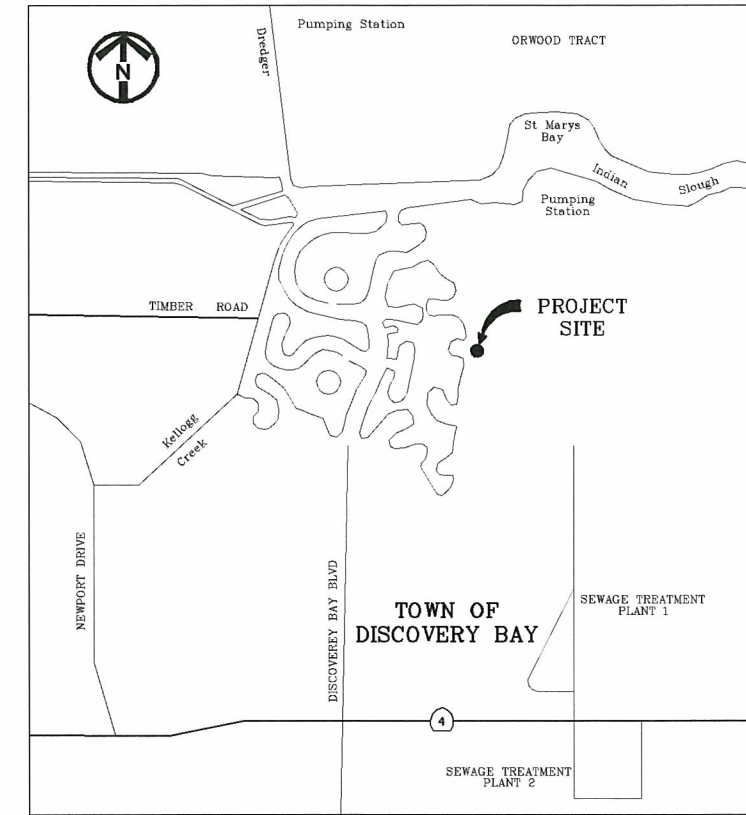
VOLUME 2 OF 2 - CONTRACT DRAWINGS



VICINITY MAP
N.T.S.

SHEET NO.	DRAWING NO.	DESCRIPTION OF DRAWING
GENERAL		
1	G-1	COVER SHEET
CIVIL		
2	C-1	PUMP STATION "G" - SITE PLAN - DEMOLITION
3	C-2	PUMP STATION "G" - SITE PLAN - MODIFICATIONS
ELECTRICAL		
4	E-1	SYMBOLS AND ABBREVIATIONS
5	E-2	SITE PLAN - DEMOLITION - PLAN AND SECTION
6	E-3	DEMOLITION PHOTOS
7	E-4	SITE PLAN - MODIFICATIONS - PLAN AND SECTION
8	E-5	(N) PUMP STATION "G" CONTROL PANEL - SINGLE LINE DIAGRAM
INSTRUMENTATION		
9	N-1	SYMBOLS & ABBREVIATIONS
10	N-2	PLC / RTU PANEL LAYOUT
11	N-3	P&ID - PUMP STATION "G"

SHEET LIST



LOCATION MAP
N.T.S.

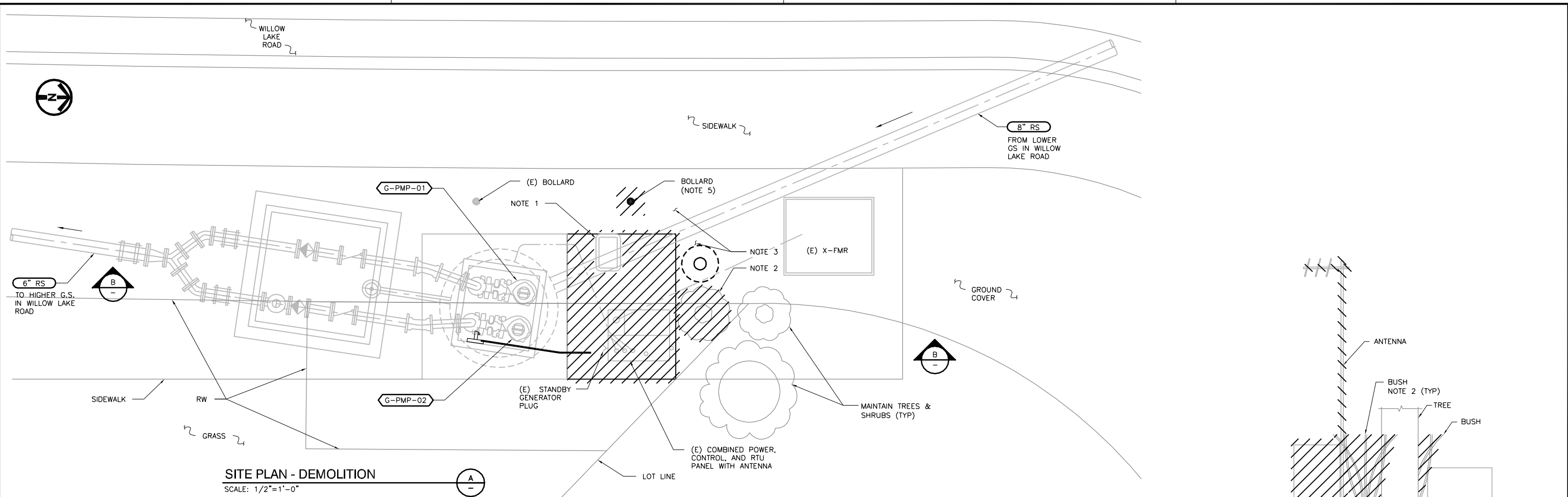
HERWIT ENGINEERING

SUBMITTED BY: *Kurt A. Gardner*
 KURT A. GARDNER RCE C45712
 HERWIT ENGINEERING - PARTNER EXPIRES 12/31/16
 DATE 9/18/15
 AGENT: *Gregory P. Harris*
 GREGORY P. HARRIS RME M28326
 HERWIT ENGINEERING - PARTNER EXPIRES 6/30/17
 DATE 9/18/15

JOB NO.	2013-100 T01
DRAWING NO.	G-1
SHEET NO.	1 OF 11

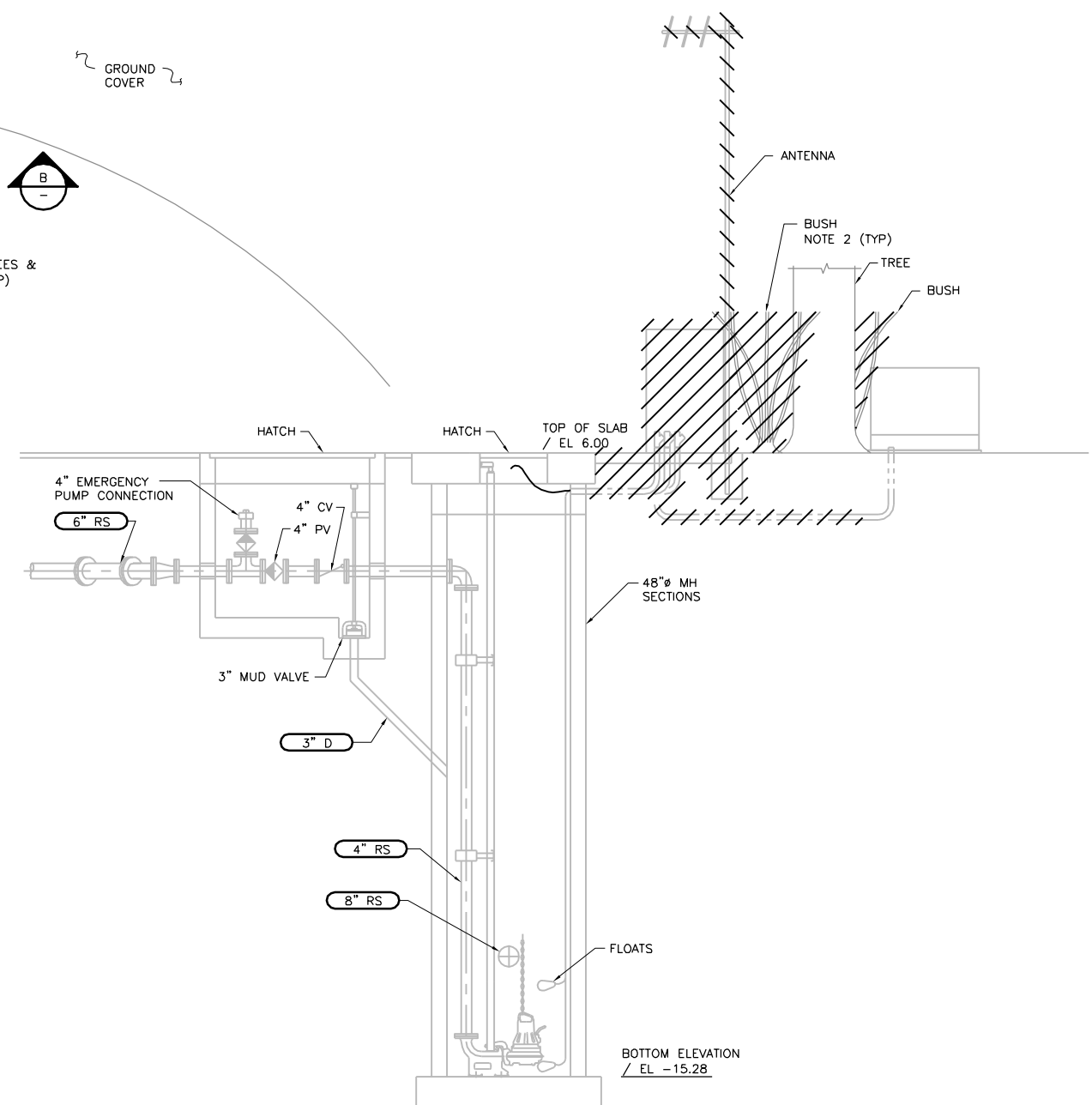
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SITE PLAN - DEMOLITION
SCALE: 1/2"=1'-0"

- NOTES:**
1. MAINTAIN EXISTING VALVE BOX.
 2. REMOVE EXISTING TREE AND BUSHES NEXT TO EXISTING SLAB WITHIN PUMP STATION RIGHT OF WAY. MAINTAIN TREES AND SHRUBS OUTSIDE OF RIGHT OF WAY.
 3. REMOVE AND REPLACE EXISTING DECORATIVE ROCK AROUND SLAB.
 4. SEE SPECIFICATIONS FOR TEMPORARY FACILITIES AND PUMPING REQUIREMENTS.
 5. REMOVE EXISTING BOLLARD AND CONCRETE CAISSON.
 6. FOR ADDITIONAL ELECTRICAL DEMOLITION SEE DRAWING E-2.



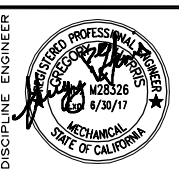
SECTION
SCALE: 3/8"=1'-0"

Agenda Item G-1

REV.	DATE	BY	DESCRIPTION

FILENAME: _____

DESIGNED
KAG
 DRAWN
IG
 CHECKED
GPH
 DATE
SEPTEMBER 2015



HERWIT ENGINEERING



TOWN OF DISCOVERY BAY
CONTRA COSTA COUNTY

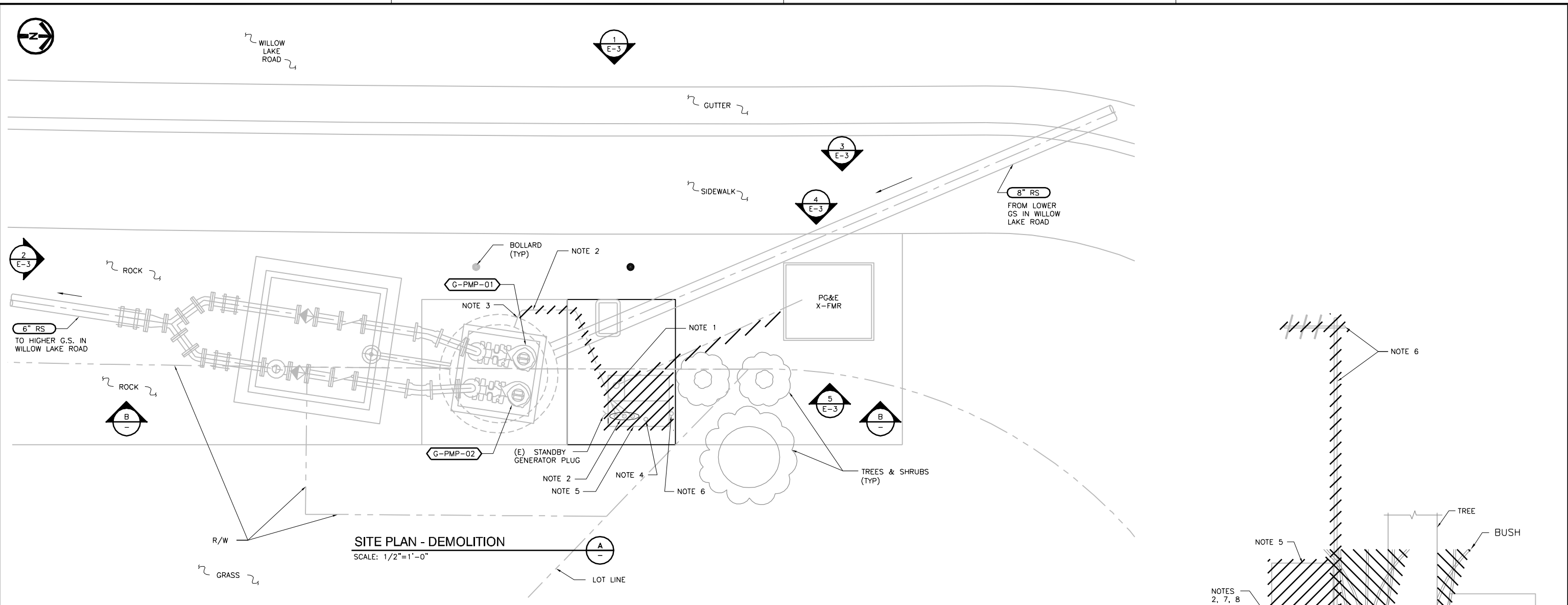
DISCOVERY BAY COMMUNITY SERVICES DISTRICT
 PUMP STATION "G" REHABILITATION
 CML
 PUMP STATION "G" - SITE PLAN DEMOLITION

VERIFY SCALES
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 0 1"

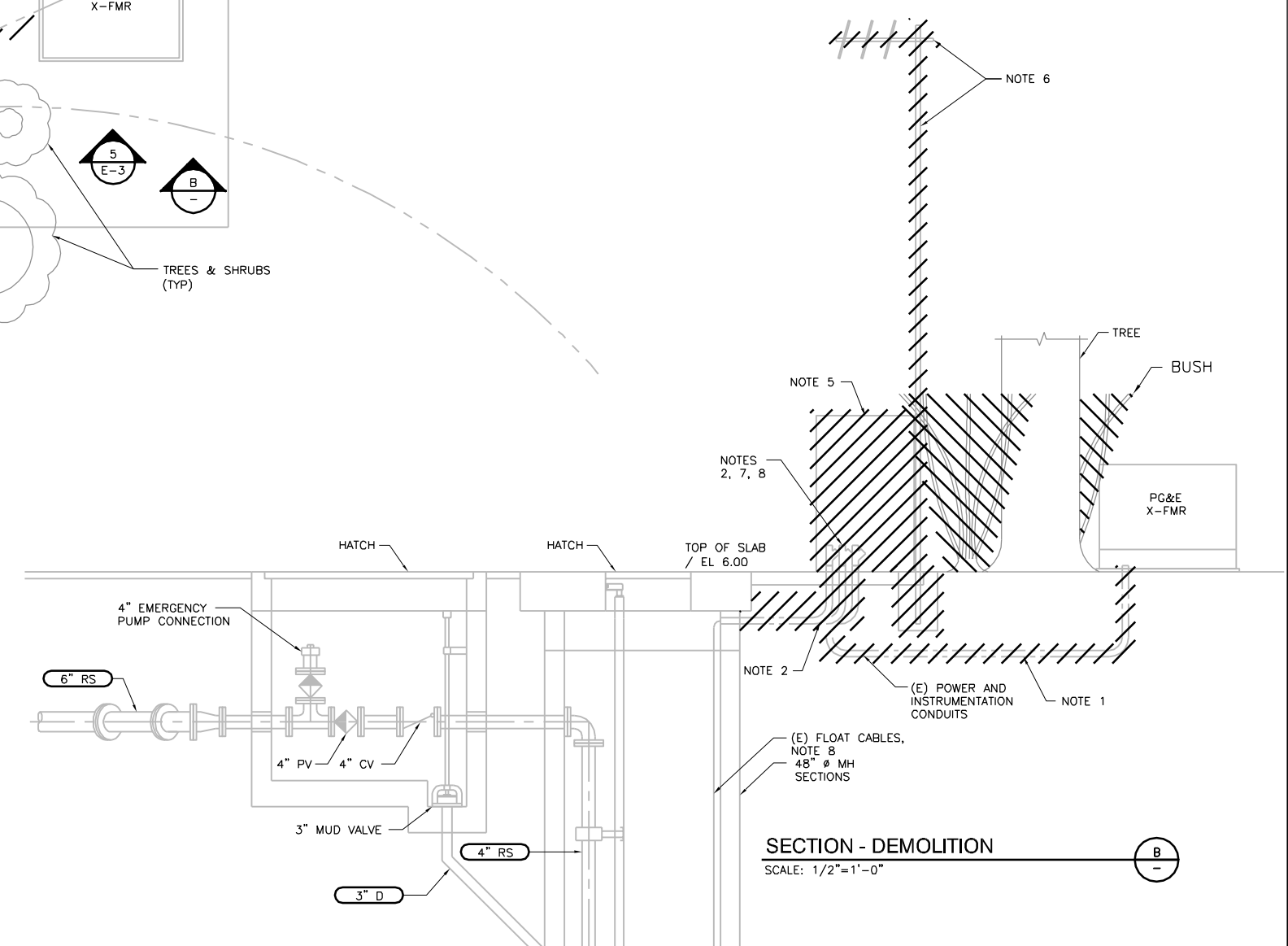
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

JOB NO.
2012-97 T04g
 DRAWING NO.
C-1
 SHEET NO.
2 OF 11

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- NOTES:**
1. REMOVE (E) PG&E CONDUIT FROM TRANSFORMER.
 2. REMOVE (E) EYS SEALS AND CONDUITS.
 3. CUT OFF ENDS OF (E) CONDUITS. FILL IN EXISTING CONDUITS WITH GROUT.
 4. MAINTAIN (E) GROUND ROD.
 5. REMOVE (E) COMBINED POWER, CONTROL, AND RTU PANEL. AND RETURN TO OWNER.
 6. REMOVE (E) ANTENNA AND REUSE. DEMO AND REPLACE (E) ANTENNA POLE.
 7. MAINTAIN (E) FLOATS AND CABLES WHEN DEMOLISHING EYS SEALS AND CONDUITS.
 8. MAINTAIN (E) PUMP CABLES WHEN DEMOLISHING EYS SEALS AND CONDUITS.
 9. FOR ADDITIONAL CIVIL DEMOLITION SEE DRAWING C-1.



Agenda Item G-1

REV.	DATE	BY	DESCRIPTION

FILENAME: _____

DESIGNED LA	
DRAWN IG	
CHECKED LA	
DATE SEPTEMBER 2015	

DISCIPLINE ENGINEER

PROJECT ENGINEER

HERWIT ENGINEERING

REGISTERED PROFESSIONAL ENGINEER
 DAVID A. GALANTER
 No. 5712
 Exp. 11/31/18
 CIVIL
 STATE OF CALIFORNIA

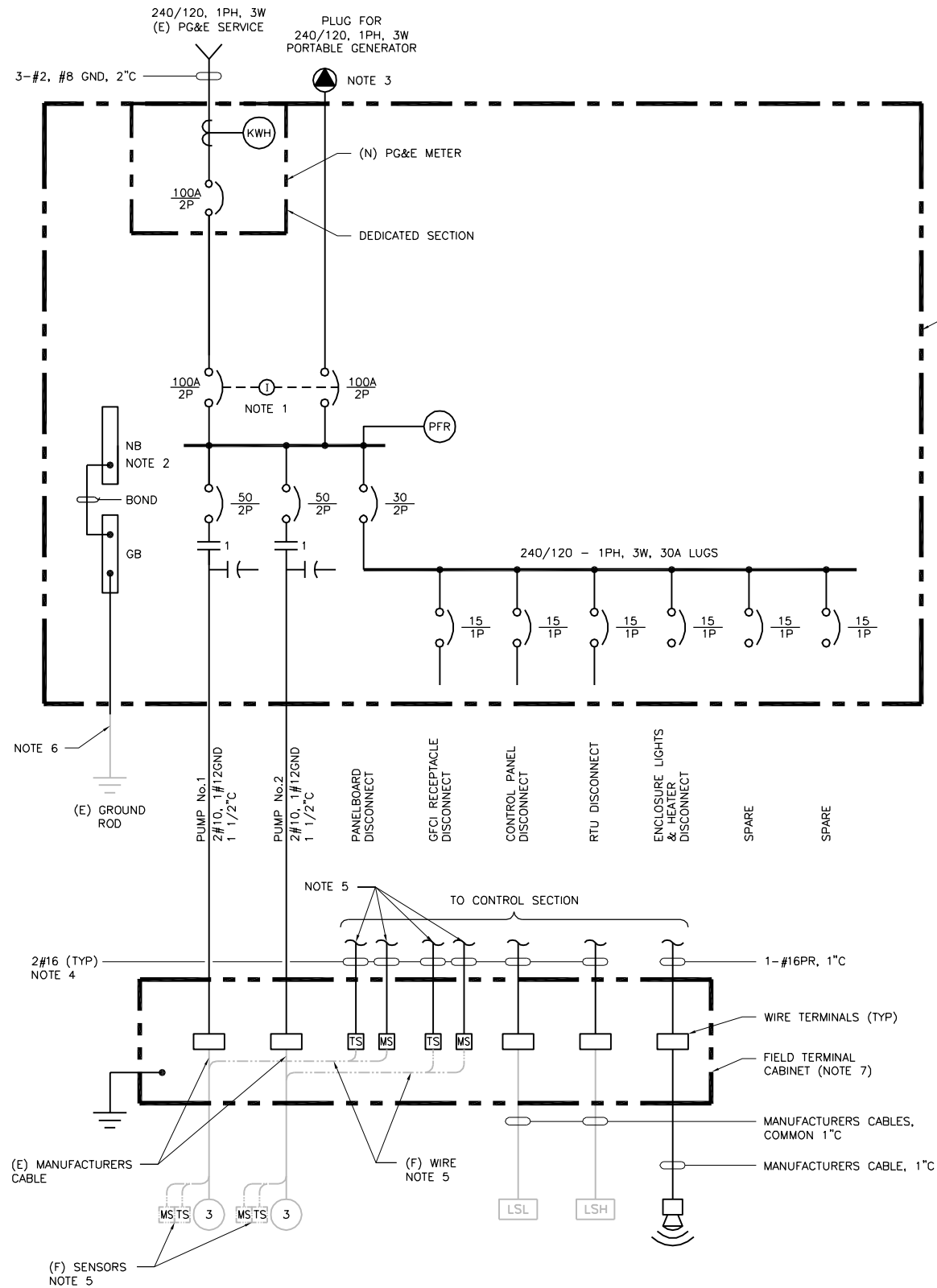
TOWN OF DISCOVERY BAY
CONTRA COSTA COUNTY

DISCOVERY BAY COMMUNITY SERVICES DISTRICT
 PUMP STATION "G" REHABILITATION
 ELECTRICAL
 SITE PLAN - DEMOLITION
 PLAN AND SECTION

VERIFY SCALES
 BAR IS ONE INCH ON ORIGINAL DRAWING
 0 1" SCALE BAR
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

JOB NO. 2012-97 T04g
 DRAWING NO. E-2
 SHEET NO. 5 OF 11

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G-LCP-01 CONTROL PANEL (NOTE 7)

- NOTES:**
- MECHANICAL INTERLOCK.
 - PROVIDE ISOLATED NEUTRAL BAR.
 - MOUNT ON SIDE OF CABINET.
 - RUN IN COMMON 1" C.
 - MOISTURE SENSORS FOR PUMPS ARE FUTURE. PULL WIRING BETWEEN CABINETS NOW AND LABEL AS FUTURE. CONNECT TEMPERATURE SENSORS AS SHOWN.
 - CONNECT TO EXISTING GROUND ROD.
 - PROVIDED BY OWNER AND INSTALLED BY CONTRACTOR.

(N) PUMP STATION "G" CONTROL PANEL SINGLE LINE DIAGRAM
NTS

Agenda Item G-1

REV.	DATE	BY	DESCRIPTION

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DATE
SEPTEMBER 2015



HERWIT ENGINEERING

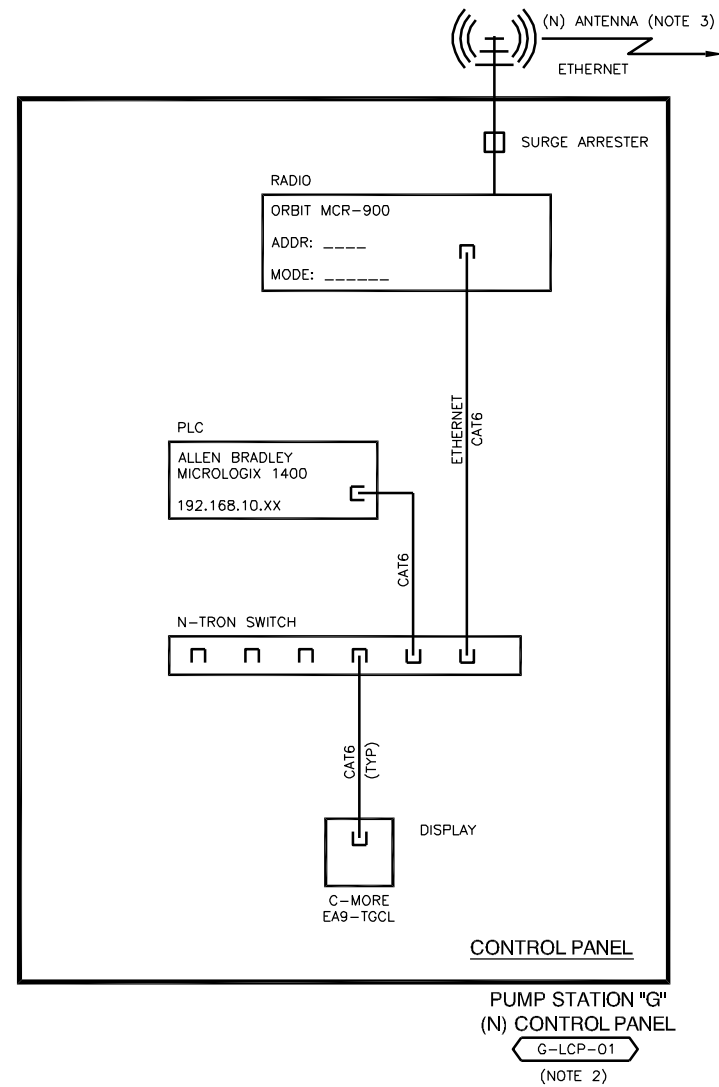


**TOWN OF DISCOVERY BAY
CONTRA COSTA COUNTY**

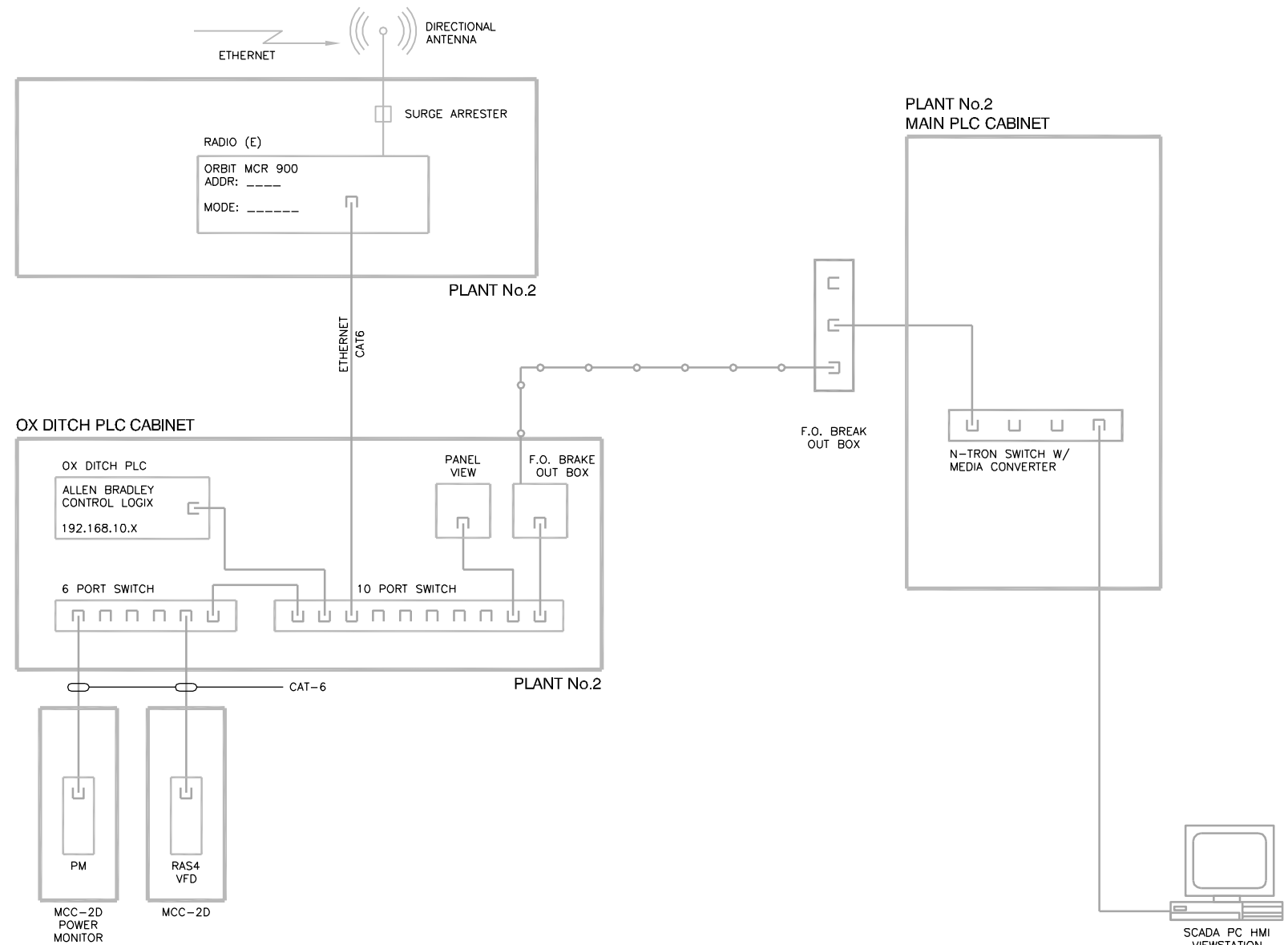
DISCOVERY BAY COMMUNITY SERVICES DISTRICT
PUMP STATION "G" REHABILITATION
ELECTRICAL
(N) PUMP STATION "G" CONTROL PANEL SINGLE LINE DIAGRAM

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1" SCALE
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

JOB NO.
2012-97 T04g
DRAWING NO.
E-5
SHEET NO.
8 OF 11



PUMP STATION "G"
(N) CONTROL PANEL
G-LCP-01
(NOTE 2)



LEGEND:

- FIBER OPTIC
- WIRED CONNECTION
- (E) EXISTING NOT IN CONTRACT
- (N) NEW
- (F) FUTURE

NOTES:

1. PROVIDED AND INSTALLED BY CONTRACTOR - NOT USED.
2. PROVIDED BY OWNER AND INSTALLED BY CONTRACTOR.
3. REUSE EXISTING ANTENNA, CONTRACTOR TO PROVIDE NEW POLE. RADIO CABLE PROVIDED BY OWNER.

Agenda Item G-1

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REV.	DATE	BY	DESCRIPTION

FILENAME:

DESIGNED LA
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CHECKED LA
DATE SEPTEMBER 2015



**HERWIT
ENGINEERING**

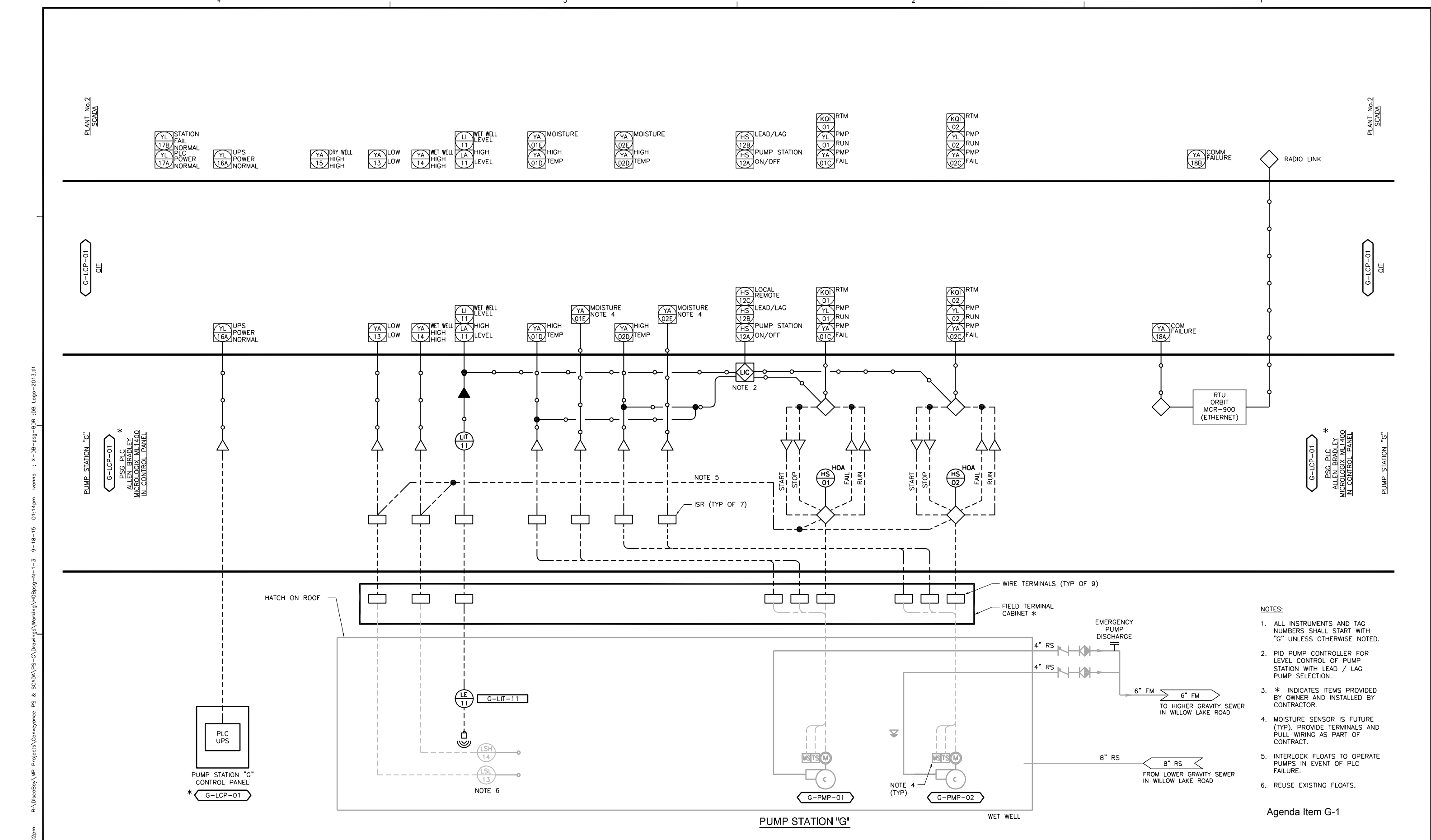


**TOWN OF
DISCOVERY BAY
CONTRA COSTA
COUNTY**

DISCOVERY BAY COMMUNITY SERVICES DISTRICT
PUMP STATION "G" REHABILITATION
INSTRUMENTATION
PLC / RTU PANEL LAYOUT

VERIFY SCALES BAR IS ONE INCH ON ORIGINAL DRAWING 0 1" 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

JOB NO. 2012-97 T04g
DRAWING NO. N-2
SHEET NO. 10 OF 11



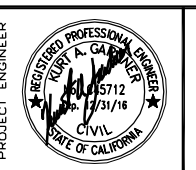
- NOTES:**
1. ALL INSTRUMENTS AND TAG NUMBERS SHALL START WITH "G" UNLESS OTHERWISE NOTED.
 2. PID PUMP CONTROLLER FOR LEVEL CONTROL OF PUMP STATION WITH LEAD / LAG PUMP SELECTION.
 3. * INDICATES ITEMS PROVIDED BY OWNER AND INSTALLED BY CONTRACTOR.
 4. MOISTURE SENSOR IS FUTURE (TYP). PROVIDE TERMINALS AND PULL WIRING AS PART OF CONTRACT.
 5. INTERLOCK FLOATS TO OPERATE PUMPS IN EVENT OF PLC FAILURE.
 6. REUSE EXISTING FLOATS.

Agenda Item G-1

REV.	DATE	BY	DESCRIPTION

FILENAME: _____

DESIGNED
LA
DRAWN
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LA
DATE
SEPTEMBER 2015



HERWIT ENGINEERING



**TOWN OF DISCOVERY BAY
CONTRA COSTA COUNTY**

DISCOVERY BAY COMMUNITY SERVICES DISTRICT
PUMP STATION "G" REHABILITATION
INSTRUMENTATION
P&ID
PUMP STATION "G"

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1" SCALE
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

JOB NO.
2012-97 T04g
DRAWING NO.
N-3
SHEET NO.
11 OF 11

BID SUMMARY			
Pump Station "G"			
Owner: Town of Discovery Bay CSD	Bids Opened by: Virgil Koehne		
Project: Pump Station "G"	Witness: Virgil Koehne		
Date: October 20, 2015 - 2:00 p.m.			
Contractor Company Name	Date Received	Time Received	Bid dollar Amount
Koch & Koch, Inc.	10/20/2015	1:49pm	\$60,500
Blocka Constrcution, Inc.	10/20/2015	1:49pm	\$94,500



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

November 4, 2015

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

Agenda Title

Agreement for Mutual Aid and Assistance between the Town of Discovery Bay and Byron Bethany Irrigation District

Recommended Action

Authorize the General Manager to execute an Agreement for Mutual Aid and Assistance between the Town of Discovery Bay and Byron Bethany Irrigation District

Executive Summary

The General Manager of the Town of Discovery Bay recently initiated discussions with the General Manager of the Byron Bethany Irrigation District (BBID) to provide mutual aid in emergency situations.

While developing the Town's Cal-OES/FEMA emergency preparedness program, the Town's emergency preparedness consultant recommended that a formal mutual aid agreement be put in place to ensure that, if available, staffing and equipment would be available when and if it were necessary to utilize those services. BBID and the Town have long established relationships where equipment, facilities and manpower are shared (with standard reimbursements). The Town and BBID are also a part of a joint powers authority for financing purposes.

Mutual Aid may be called upon in not only major emergency conditions, but also localized emergencies such as a water main failure, major water leak or other localized condition requiring additional equipment and/or manpower.

All costs are reimbursed by the party using labor and equipment pursuant to actual labor costs and the California Department of Transportation's (CALTRANS) Labor Surcharge and Equipment Rental Rate Book.

At this time, only the Town of Discovery Bay and BBID are proposed parties to this agreement. However, other local agencies have expressed an interest in becoming a part of a larger local Mutual Aid and Assistance agreement. If other local agencies desire to be a part of the agreement, staff will return with a proposed all-inclusive agreement.

At this time, there is no cost to the Town to enter into this agreement.

Fiscal Impact:

Amount Requested \$N/A

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

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

Previous Relevant Board Actions for This Item

N/A

Attachments

1. Agreement for Mutual Aid and Assistance

AGENDA ITEM: G-2

AGREEMENT FOR MUTUAL AID AND ASSISTANCE
BETWEEN
THE TOWN OF DISCOVERY BAY
AND
BYRON-BETHANY IRRIGATION DISTRICT

This Agreement for Mutual Aid and Assistance (“Agreement”) is made and entered into on _____, 2015, by and between the Town of Discovery Bay, a political subdivision of the State of California, duly organized and existing under the California Community Services District Law (California Government Code, Sections 61000 et seq.) (“Town”), and Byron-Bethany Irrigation District, operating under and by virtue of the California Irrigation District Law (California Water Code, Sections 20500 et seq.) (“BBID”).

RECITALS

WHEREAS, the Town and BBID provide water supply services, and the Town additionally provides wastewater and other services, within their respective jurisdictional boundaries; and

WHEREAS, the jurisdictional boundaries of the Town and BBID overlap, are adjacent, or are located within close proximity of the other; and

WHEREAS the Town and BBID have each historically provided mutual aid and assistance to the other upon request for the benefit of the Town and BBID and now desire to formalize this arrangement and confirm the willingness of the Town and BBID to provide emergency assistance to one another to the extent they are each capable; and

WHEREAS, it is in the best interest of the Town and BBID and their respective citizens to ensure that supplemental and reciprocal assistance is available to provide expeditious response to emergency interruptions in water supply services and other emergency incidents related to the water resources and services of the Town and BBID; and

WHEREAS, each party recognizes the need for and desires to provide to the other reasonable and reciprocal exchange of emergency assistance with respect to emergency interruptions in water supply services and other emergency incidents related to the water resources and services of the Town and BBID; and

WHEREAS, this Agreement is authorized and provided for by the California Emergency Services Act (California Government Code, Sections 8550 et seq.), particularly Government Code Sections 8631 and 8617.

AGREEMENT

NOW, THEREFORE, in consideration of these mutual covenants, the parties hereto agree as follows:

1. **PURPOSE.**

- A. **Intent.** This Agreement is intended to provide for mutual aid response upon request for emergency assistance with respect to emergency interruptions in water supply services and other emergency incidents related to the water resources and services of the Town and BBID.
- B. **Applicability in Extreme Emergency.** This Agreement is intended to cover immediate local emergency mutual aid. In the event of a state of emergency, or when the statewide Master Mutual Aid Agreement otherwise becomes operative, the Town and BBID agree to work cooperatively to comply with applicable requirements for the purpose of reimbursement eligibility.
- C. **Definitions.**
 - i. **Emergency**—A natural or manmade event that is, or is likely to be, beyond the control of the services, personnel, equipment, and facilities of the Town or BBID.
 - ii. **Authorized Official**—An employee or officer of either agency party to this Agreement that is authorized by the agency's governing board or management to request assistance or offer assistance under this Agreement.
 - iii. **Requesting Agency**—The agency requesting assistance under this Agreement.
 - iv. **Responding Agency**—The agency responding to a request for assistance under this Agreement.
 - v. **Period of Assistance**—A specified period of time when the Responding Agency assists the Requesting Agency. The period commences when personnel, equipment, or supplies depart from the Responding Agency's facility and ends when the resources return to their facility (portal to portal). All protections identified in this Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

2. **MUTUAL AID REQUEST AND RESPONSE.**

- A. **Authorized Official.** The Town and BBID shall identify an Authorized Official, and any alternates, and provide contact information necessary for 24-hour access to the other party.

- B. Requests for Assistance. In the event of an Emergency, an Authorized Official of the Requesting Agency may request mutual aid and assistance from the other agency party to this Agreement. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment, and supplies shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the Responding Agency.
- C. Response to a Request for Assistance. After a Responding Agency receives a request for assistance, the Authorized Official of the Responding Agency shall evaluate whether resources are available to respond to the request for assistance. Following the evaluation, the Authorized Official of the Responding Agency shall inform, as soon as possible, the Requesting Agency whether it has the resources to respond. If the Responding Agency is willing and able to provide assistance, the Responding Agency shall inform the Requesting Agency about the type of available resources and the approximate arrival time of such assistance.
- D. Discretion of Responding Agency's Authorized Official. Execution of this Agreement does not create any duty to respond to a request for assistance. When a Responding Agency receives a request for assistance, the Authorized Official shall have absolute discretion as to the availability of resources. An Authorized Official's decisions on the availability of resources shall be final.

3. RESPONDING AGENCY PERSONNEL AND RESOURCES.

- A. Control. Responding Agency personnel and resources shall remain under the direction and control of the Responding Agency. The Requesting Agency's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Agency.
- B. Communication. The Requesting Agency shall provide the Responding Agency personnel with radio equipment as necessary, or radio frequency information to program existing radio, in order to facilitate communications.
- C. Status. Unless otherwise provided by law, the Responding Agency's officers and employees retain the same privileges, immunities, rights, duties, and benefits as provided in their respective jurisdictions.
- D. Licenses and Permits. To the extent permitted by law, Responding Agency personnel who hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.
- E. Right to Withdraw. The Responding Agency's Authorized Official retains the right to withdraw some or all of its personnel and/or resources at any time. Notice of intention to withdraw must be communicated to the Requesting Agency's Authorized Official as soon as possible.

4. COST REIMBURSEMENT.

- A. Categories of Cost. Unless otherwise mutually agreed in whole or in part, the Requesting Agency shall reimburse the Responding Agency for each of the following categories of costs incurred while providing aid and assistance during the specified Period of Assistance.
- i. Personnel—Responding Agency personnel are to be paid for work completed during a specified Period of Assistance according to the terms provided in their employment contracts or other conditions of employment. The Responding Agency designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Requesting Agency reimbursement to the Responding Agency must consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.
 - ii. Equipment—The Requesting Agency shall reimburse the Responding Agency for the use of equipment during a specified Period of Assistance. As a minimum, rates for equipment use must be based on the California Department of Transportation’s (CALTRANS) Labor Surcharge and Equipment Rental Rate Book. If a Responding Agency uses rates different from those in the CALTRANS Labor Surcharge and Equipment Rental Rate Book, the Responding Agency must provide such rates in writing to the Requesting Agency prior to supplying resources. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the CALTRANS Labor Surcharge and Equipment Rental Rate Book must be developed based on actual recovery of costs.
 - iii. Materials and Supplies—The Requesting Agency must reimburse the Responding Agency in kind or at actual replacement cost, plus handling charges, for use of expendable or nonreturnable supplies. The Responding Agency must not charge direct fees or rental charges to the Requesting Agency for other supplies and reusable items that are returned to the Responding Agency in a clean, damage-free condition. Reusable supplies that are returned to the Responding Agency with damage must be treated as expendable supplies for purposes of cost reimbursement.
- B. Payment Period. The Responding Agency must provide an itemized bill to the Requesting Agency for all expenses it incurred as a result of providing assistance under this Agreement. The Requesting Agency must send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The Requesting Agency must pay the bill in full on or before the forty-fifth (45th) day following the billing date. Unpaid bills become delinquent upon the forty-sixth (46th) day following the billing date, and, once delinquent, the bill accrues interest at the rate of prime, as reported by the Wall Street Journal, plus two percent (2%) per annum.

5. DISPUTES.

Any controversy or claim arising out of, or relating to, this Agreement, or the making, performance, or interpretation of it, including, but not limited to, alleged breach of the Agreement, shall be submitted to arbitration in Martinez, California, under the Arbitration Law of the State of California (California Code of Civil Procedure Section 1280 et seq.). Any court of competent jurisdiction may enter the judgment rendered by the arbitrators as final judgment that is binding on the parties.

6. REQUESTING AGENCY'S DUTY TO INDEMNIFY.

In lieu of and notwithstanding the pro rata risk allocation that might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the Town and BBID agree that all losses or liabilities incurred by a party shall not be shared pro rata, but instead the Town and BBID agree that pursuant to Government Code Section 895.4, the Requesting Agency shall assume the defense of, fully indemnify and hold harmless, the Responding Agency, its officers and employees, from all claims, loss, damage, injury, and liability of every kind, nature, and description, directly or indirectly arising from Responding Agency's personnel work and/or provision of resources during a specified Period of Assistance. The scope of the Requesting Agency's duty to indemnify includes, but is not limited to, suits arising from, or related to, negligent or wrongful use of equipment or supplies on loan to the Requesting Agency, or faulty workmanship or other negligent acts, errors, or omissions by Requesting Agency or the Responding Agency personnel.

7. WORKER'S COMPENSATION CLAIMS.

The Responding Agency is responsible for providing worker's compensation benefits and administering worker's compensation. The Requesting Agency shall reimburse the Responding Agency for all costs, benefits, and expenses associated with worker's compensation and other claims that arise from or are related to providing assistance under this Agreement. Reimbursement shall be made on a quarterly basis, or on other terms mutually agreed upon by the Requesting Agency and Responding Agency.

8. NOTICE.

A party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect the other party to this Agreement shall provide prompt and timely notice to the party who may be affected by the suit or claim. Each party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

9. INSURANCE.

The Town and BBID shall each maintain an insurance policy that covers activities that it may undertake by virtue of this Agreement. The scope of the policy must include, at a minimum,

coverage for employee faulty workmanship and other negligent acts, errors, or omissions and coverage for meeting the indemnity condition provided in Paragraph 6.

10. WITHDRAWAL.

A party may withdraw from this Agreement by providing written notice of its intent to withdraw to the other party. Withdrawal takes effect after the Authorized Official receives notice.

11. MODIFICATION.

This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

12. PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES.

This Agreement is for the sole benefit of the signatories below and no person or entity may have any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and are without effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

TOWN:

The Town of Discovery Bay

BBID:

Byron-Bethany Irrigation District

By: _____
Rick Howard, General Manager

By: _____
Rick Gilmore, General Manager



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

November 4, 2015

Prepared By: Dina Breitstein, Finance Manager

Submitted By: Rick Howard, General Manager *RH*

Agenda Title

Purchase of 1,900 Automated Water Meter Readers from National Meter and Automation, Inc.

Recommended Action

Authorize payment to National Meter and Automation Inc. in the amount of \$155,263.50 for the Badger ORION Cellular BEACON Meter Readers; and authorize the General Manager to execute all purchase and contract documents.

Executive Summary

As the Board is aware, and as discussed at the Board Workshop on January 31, 2015, the Town's existing Automated Meter Reader (AMR) system provider has filed for bankruptcy and is no longer in business. The result of this bankruptcy is that the town is no longer able to receive service for the existing system, and the failure rate of the AMR's is approaching 20% of the 2,100 AMR's currently deployed. This number of system failures necessitates manual reads by Town staff, hampering the reads and significantly slowing the billing process.

The newly deployed AMR technology is cellular based rather than the mesh technology currently in place. Staff has been in the process of deploying Orion AMR's in new construction and when the Datamatic readers fail.

The Town entered into a six month agreement with Zenner USA (which took over Datamatic during their bankruptcy) to continue to host the existing system through December 31, 2015, essentially allowing the remaining 1,900 end points to continue to be automatically read. Currently, there are in excess of 300 AMR's that are not reading data due to a variety of issues, including battery and mesh failures.

Staff recommends that all remaining Datamatic endpoints be replaced with Orion AMR's. On February 18, 2015 staff discussed running parallel systems until such time as the complete transition to Badger AMR's makes financial sense and replacing readers as the old Datamatic Firefly's become inoperable. There are currently approximately 1,900 homes that still use the Datamatic Firefly readers. This infrastructure is continuing to weaken, resulting in a large number of manual reads. As the Town has one dedicated employee to this effort, ongoing AMR failures result in a staffing deficiency.

It has been estimated that it will take approximately three months to complete this project in-house, using temporary part time labor. Veolia Water is also a possible vendor to use for this transition as well. It is anticipated that the labor costs will be approximately \$15,000.00.

As noted in the attached cost proposal, the new Badger AMR's are \$79.50 per unit, plus tax. At this time staff recommends acquiring 1,800 Badger AMR units at this time as there is an 8-10 week lead time once orders are delivered on site.

Staff recommends that the Water Infrastructure Replacement Fund be utilized for this purchase. At this time, the Water Replacement fund has a balance of \$859,143.00.

Fiscal Impact:

Amount Requested \$155,263.50

Sufficient Budgeted Funds Available?: Funding available from the Water Infrastructure Replacement Fund

Prog/Fund # Water Infrastructure Replacement Fund

Previous Relevant Board Actions for This Item

January 31, 2015 and February 18, 2015

Attachments

Cost Proposal from National Meter and Automation Inc.

AGENDA ITEM: G-3



QUOTATION

2250 Apollo Way, Suite 300
 Santa Rosa, CA 95407
 Phone: 707.575.0700
 Fax: 707.575.3786

DATE: October 21, 2015
 QUOTED BY: Kathy Richards
 CUSTOMER EMAIL: dbreitstein@todb.ca.gov

BILL TO: Town of Discovery Bay CSD
 1800 Willow Lake Rd.
 Discovery Bay, CA 94505

SHIP TO: same

SALESPERSON	PAYMENT TERMS	SHIPPING METHOD	SHIPPING TERMS	SUBJECT TO REVIEW
KR	Net 30 Days	Best Way	FFA on orders +\$10K	July 1, 2015

QTY	Product Description	UNIT PRICE	AMOUNT
	<u>Badger ORION Cellular BEACON Meter Reading System</u>		
800	ORION Cellular Endpoint w/Nicor Connector	\$ 79.50	\$ 63,600.00
1000	ORION Cellular Endpoint w/bare wire, incl. splice kit	\$ 79.50	\$ 79,500.00
	*includes thru-lid mounting kits		
	Monthly Endpoint Subscription Fee, Hourly Data, once daily call-in	\$ 0.89	
	*Invoicing for monthly endpoint subscription fee starts at time of endpoint activation or 6 months from date of shipment, whichever comes first		
	*Subscription Fees will be invoiced by Badger Meter, Inc.		

Sales Tax: Contra Costa County 8.50%
 Est. Lead Time: Prox 3 weeks ARO

SUBTOTAL	\$ 143,100.00
SALES TAX	12,163.50
FREIGHT	-
TOTAL	\$ 155,263.50

THANK YOU FOR YOUR BUSINESS!!



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



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