



**SPECIAL BOARD MEETING AGENDA
TRABUCO CANYON WATER DISTRICT
ADMINISTRATIVE FACILITY
32003 DOVE CANYON DRIVE, TRABUCO CANYON, CALIFORNIA
JUNE 5, 2024 AT 5:30 PM**

NOTICE OF SPECIAL BOARD MEETING

NOTICE IS HEREBY GIVEN PURSUANT TO GOVERNMENT CODE SECTION 54956 THAT A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE TRABUCO CANYON WATER DISTRICT WILL BE HELD ON WEDNESDAY, JUNE 5, 2024, AT 5:30 P.M. AND WILL BE CONDUCTED IN PERSON BUT WILL BE AVAILABLE FOR PARTICIPATION BY THE PUBLIC BY TELEPHONE AUDIO AS DESCRIBED BELOW.

BOARD OF DIRECTORS

Stephen Dopudja, President
Edward Mandich, Vice President
Glenn Acosta, Director
Don Chadd, Director
Michael Safranski, Director

DISTRICT STAFF

Fernando Paludi, General Manager
Michael Perea, District Secretary
Cindy Byerrum, District Treasurer
Hanson Bridgett LLP, District General Legal Counsel

AGENDA NOTE:

Trabuco Canyon Water District (District) will make this Special Board Meeting available by telephone audio as follows:

Telephone Audio: 1 (669) 900-6833 (Toll Free) **Access Code:** 913-8681-1652

Persons desiring to monitor the Board meeting agenda items may download the Board meeting agenda and documents on the internet at www.tcwd.ca.gov. You may submit public comments by email to the Board at mperea@tcwd.ca.gov. In order to be part of the record, emailed comments on meeting agenda items must be received by the District, at the referenced e-mail address, not later than 2:00 p.m. (PDT) on the day of the meeting.

CALL MEETING TO ORDER & PLEDGE OF ALLEGIANCE

VISITOR PARTICIPATION

Members of the public wishing to address the Board regarding a particular item on the agenda are requested to submit public comments by email to the Board at mperea@tcwd.ca.gov. Public comments may also be submitted by teleconference during the meeting. The Board President will call on the visitor following the Board's discussion about the matter. Members of the public will be given the opportunity to speak prior to the Board taking action on that item. For persons desiring to make verbal comments and utilizing a translator to present their comments into English reasonable time accommodations, consistent with State law, shall be provided. Please limit comments to three minutes.

ORAL COMMUNICATION

Members of the public who wish to make comment on matters not appearing on the agenda are requested to submit oral communication by email to the Board at mperea@tcwd.ca.gov. Public comments may also be submitted by teleconference during the meeting. Under the requirements of State Law, Directors cannot take action on items not identified on the agenda and will not make decisions on such matters. The Board President may direct District Staff to follow up on issues as may be deemed appropriate. For persons desiring to make verbal comments and utilizing a translator to present their comments into English reasonable time accommodations, consistent with State law, shall be provided. Please limit comments to three minutes.

DIRECTORS' COMMENTS AND MEETING REPORTS

REPORT FROM THE GENERAL MANAGER

ACTION CALENDAR

All matters under the Action Calendar have been reviewed by the General Manager and Staff prior to the Board's consideration.

ADMINISTRATION MATTERS

ITEM 1: PURCHASE OF MULTISTAGE CENTRIFUGAL AIR BLOWERS FOR ROBINSON RANCH WASTEWATER TREATMENT PLANT

RECOMMENDED ACTION:

Authorize the General Manager to purchase two multistage centrifugal air blowers from Lone Star Blower for a total of \$209,050.

ITEM 2: DISCUSSION REGARDING COMMUNICATING ADJUSTMENTS TO WATER RATES AND CHARGES FOR FISCAL YEAR 2024-25

RECOMMENDED ACTION:

Receive information at the time of the meeting and take action(s) as deemed appropriate.

END ACTION CALENDAR & ADJOURNMENT

AVAILABILITY OF AGENDA MATERIALS

Agenda exhibits and other writings that are disclosable public records distributed to all or a majority of the members of the Trabuco Canyon Water District Board of Directors in connection with a matter subject to discussion or consideration at an open meeting of the Board of Directors are available for public inspection at the Trabuco Canyon Water District Administrative Facility, 32003 Dove Canyon Drive, Trabuco Canyon, California (District Administrative Facility) and will be posted online on the District's website located at www.tcwd.ca.gov. If such writings are distributed to members of the Board less than 72 hours prior to the meeting, they will be available online at www.tcwd.ca.gov at the same time as they are distributed to the Board Members, except that, if such writings are distributed immediately prior to or during the meeting, they will be posted online on the District's website located at www.tcwd.ca.gov.

COMPLIANCE WITH THE REQUIREMENTS OF CALIFORNIA GOVERNMENT CODE SECTION 54954.2

In compliance with California law and the Americans with Disabilities Act, if you need special disability-related modifications or accommodations, including auxiliary aids or services in order to participate in the meeting, or if you need the agenda provided in an alternative format, please contact the District Secretary at (949) 858-0277, at least 48 hours in advance of the scheduled Board meeting. Notification at least 48 hours prior to the meeting will assist the District in making reasonable arrangements to accommodate your request. The Board Meeting Room is wheelchair accessible.



**TRABUCO CANYON WATER DISTRICT
SPECIAL BOARD MEETING | JUNE 5, 2024**

**ACTION CALENDAR
ADMINISTRATIVE MATTERS**

ITEM 1: PURCHASE OF MULTISTAGE CENTRIFUGAL AIR BLOWERS FOR ROBINSON RANCH WASTEWATER TREATMENT PLANT

The Robinson Ranch Wastewater Treatment Plant’s blower-aeration system is critical to the wastewater treatment process that takes place within the plant’s two sequential batch reactors. The current blower system includes two Hoffman blowers and two Sutorbilt positive displacement blowers. As part of a larger set of improvements in and around the blower building, staff is recommending replacement of the two Sutorbilt blowers with multistage centrifugal blowers, matching the existing Hoffman configuration and thereby increasing cost/energy efficiency and operational redundancy.

Lone Star Blower manufactures multistage centrifugal blower assemblies that meet the District’s criteria, including variable frequency drives (VFD) with NEMA 4X enclosures for anticipated outdoor placement. Per staff’s request, the quote includes separate blower assembly and VFD shipping for maximum locational flexibility. Because estimated shipment is 20-22 weeks out, staff is requesting authorization to purchase of the blowers/VFDs at this time, and separately from the remainder of the relocation project contract, to shorten the overall project implementation schedule. The Engineering/Operations Committee has been briefed on the blower building improvements project and the approach of purchasing the blower assemblies separately.

The complete price proposal from Lone Star Blower is included as Exhibit 1. The total purchase price, including sales tax and shipping, is \$209,050. This amount exceeds the General Manager’s procurement authority and requires authorization from Board of Directors.

FUNDING SOURCE:

Capital Improvement Program

FISCAL IMPACT:

This procurement totals \$209,050.

COMMITTEE STATUS:

The need for this procurement has been reviewed with the E/O Committee.

RECOMMENDED ACTION:

Authorize the General Manager to purchase two multistage centrifugal air blowers from Lone Star Blower for a total of \$209,050.

EXHIBITS:

Exhibit 1 – Lone Star Blower MC Multistage Centrifugal Air Blower Proposal

CONTACTS (staff responsible): PALUDI/LAUSTEN/ULLOA

MC MULTISTAGE CENTRIFUGAL AIR BLOWER PROPOSAL

CUSTOMER: Robinson Ranch WWTP, CA REPRESENTATIVE: MISCOwater
DATE: June 4, 2024 QUOTE NO.: ALR0121
EQUIPMENT: MC Multistage w/ VFD Control
PROPOSED BY: Amber Roberts

SUPPLIER: LONE STAR BLOWER
SECTION: 13 10 00 – Multistage Centrifugal Blower Assembly & related Sections
REVISIONS: Added Sales Tax
Includes NEMA 4X VFD Enclosure (suitable for outdoor use)
VFD to be shipped loose for customer installation (i.e. non-skid mounted)

LONE STAR BLOWER
8883 West Monroe Road
Houston, Texas 77061

TEL: 832-532-3112
FAX: 832-532-3115

1.1 APPLICATION

APPLICATION	Aeration
DESIGN FLOW	800 SCFM
DESIGN PRESSURE	10 PSIG
DESIGN TEMPERATURE	89°F
DESIGN RH%	70%
BLOWER HP	60 HP

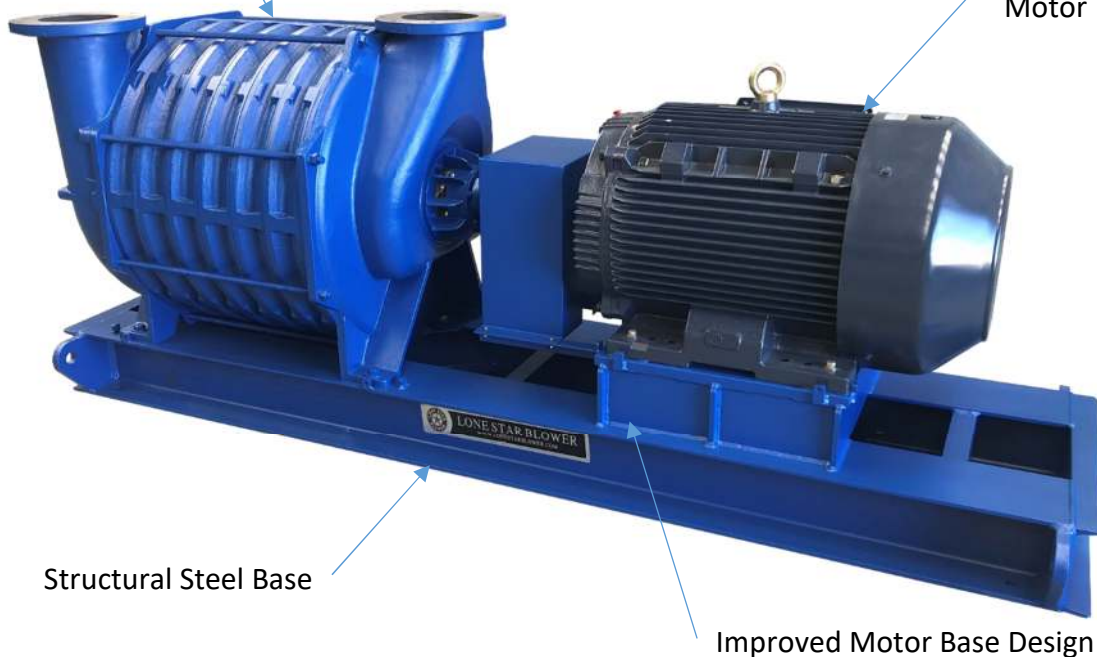
1.2 BLOWER DESIGN

The MC Series Multistage Centrifugal Blower is a proven & reliable technology has been the industry workhorse for compressed air & gas applications throughout all industries. Lone Star Blower has enhanced its design to operate more efficiently, reliable and cooler than other competitor's products. Lone Star's full product line of LS & MC Multistage Blowers includes units from 5HP to 3,500HP with flows up to 45,000 CFM and pressure reaching up to 25 PSIG. The MC series blower offers:

- Longer Bearing Life
- Oil Free Compression
- Low Maintenance
- High Reliability

MC High Efficiency Blower

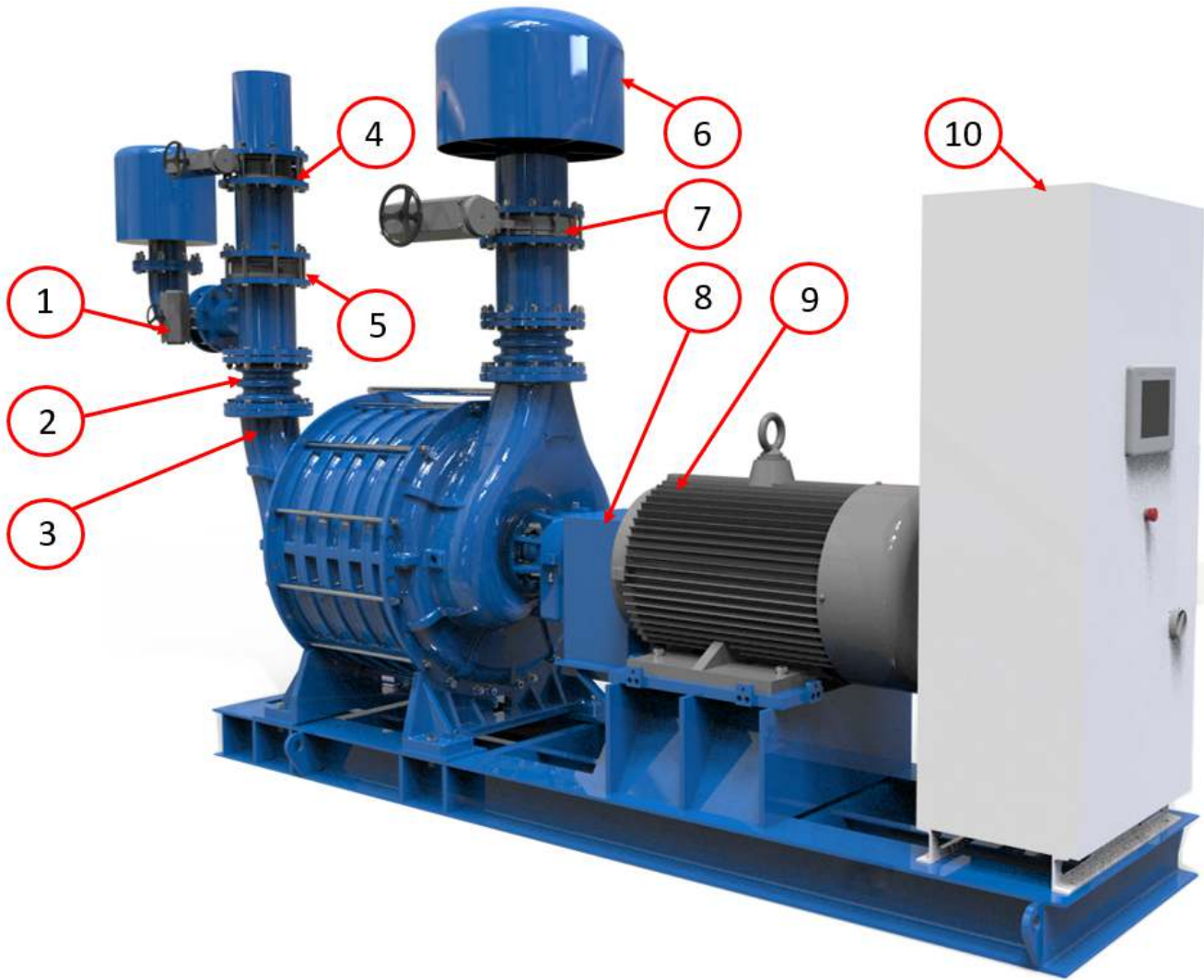
Premium Efficient Motor



Structural Steel Base

Improved Motor Base Design

1.3 TYPICAL LAYOUT *



- | | |
|------------------------------|-----------------------|
| 1. Blow Off Valve & Silencer | 6. Filter/Silencer |
| 2. Expansion Joint | 7. Inlet Valve |
| 3. MC Blower | 8. Coupling |
| 4. Discharge Valve | 9. Motor |
| 5. Check Valve | 10. LCP/Motor Starter |

* Above layout drawing is reference only and does not depict the actual layout for this proposed project. Detailed submittal drawings will be issued upon an order being placed.

PROPOSAL



To: Robinson Ranch WWTP, CA

Quotation No.: ALR0121

The following is a price summary for this quotation.

DESCRIPTION	QTY	EXTENDED
MC Series Blower, MC5-10	2	Included
VFD, Schneider ATV660 Series, NEMA 4X Enclosure, shipped loose	2	Included
Inlet Expansion Joints, Concentric (5" to 6")	2	Included
Discharge Expansion Joints, Concentric (5" to 6")	2	Included
Inlet Isolation Valve, 6" with High Temp EPDM Seat	2	Included
Discharge Isolation Valve, 6" with High Temp EPDM Seat	2	Included
Discharge Check Valve, 6"	2	Included
Blower Bearing Temperature and Vibration Sensors/Monitors	2 Sets	Included
Inlet Pressure Gauges	2	Included
Discharge Pressure Gauges	2	Included
Factory Testing	Lot	Included
Packaging & Freight	Lot	Included
Recommended Spare Parts	Lot	Included
Field Start-up Services	Lot	Included
	TOTAL	\$209,050 (sales tax included)

SCOPE OF SUPPLY: Any work or equipment beyond the scope of this proposal will be performed or provided only after customer approval and acceptance by Lone Star Blower. No assumption should be made that anything not specifically defined is included.

VALIDITY: This quotation is valid for 60 days.

PRICE: The price quoted is for all items purchased at one time. Partial orders may be subject to a price adjustment.

PAYMENT TERMS: 20% upon Purchase Order Acceptance, 25% upon Approval of Submittals; 50% upon delivery or readiness for shipping; 5% upon successful startup or latest 8 weeks after delivery. Terms subject to credit approval.

FREIGHT: Packaging, Handling & Shipping Cost DAP Jobsite (INCOTERMS® 2010) are included.

APPROVAL DRAWINGS: 4-6 Weeks after acceptance of order.

ESTIMATED SHIPMENT: 20-22 Weeks after receipt of release for production. Schedule will be confirmed upon approval of submittals and release to manufacturer.

WARRANTY: A 12-month warranty will begin upon successful completion of startup and certification for full-scale operation by Lone Star Blower, or 18 months from shipment, whichever occurs first. Under no circumstances will the warranty begin upon "beneficial use", completion of the project, or acceptance of the equipment as determined by the engineer or end user. Any and all warranty terms and conditions detailed in the proposal herein shall supersede and/or supplement the warranty language denoted in the Lone Star Blower terms and conditions.

TERMS & CONDITIONS: Attached is a copy of our standard terms & conditions.

Technical Offer – MC Series Blower

Customer	Robinson Ranch WWTP, CA
Date	June 4, 2024

Lone Star Multistage Centrifugal Blower, accessories and controls for efficiency optimization and minimized power consumption. This proposal is offered in accordance with specification section 13 10 00 and related sections.

Standard Major Skid Components:

(2) Lone Star MC5-10 Series Blower Package consisting of:

- Cast Iron Body
- Stainless Steel Shaft
- Aluminum Alloy Impellers (shrouded design)
- Grease Lubricated

(2) Lone Star Premium Structural Steel Skid/Base consisting of:

- Heavy Duty I-Beam Construction
- Powder Coated
- Motor Mounting Pads
- Motor Jack Bolts
- Lifting Eyes on Corners
- Premium Coupling
- OSHA Coupling Guard

(2) 60 HP Premium Efficient Motor; TEFC, 460/3/60, 1.15 S.F., 3,600RPM

- Grounding Rings
- Insulated Non-Drive End Bearing
- 120V Space Heater
- Motor Winding Protection

Blower Instrumentation Protection: (Shipped loose for Customer mounting & wiring):

Blower Bearing Temperature Sensors (mounted on inlet and outlet bearing housing)

- 100 ohm Platinum RTD w/4-20 mA Transmitter for precise monitoring/protection

Blower Bearing Vibration Sensors (mounted on inlet and outlet bearing housing)

- High Temperature Rated Precision Vibration Transmitter (4-20 mA Output)

Technical Offer – Accessories

Customer	Robinson Ranch WWTP, CA
Date	June 4, 2024

Lone Star Blower offers all required accessories for a complete system.

Inlet Accessories (Shipped Loose; for each blower, for installation by Customer):

5" to 6", Concentric Inlet Expansion Joint, EPDM Material

Inlet Pressure Gauge

6", Inlet Butterfly Valve, Wafer, Cast Iron Body w/High Temperature EPDM Seat and Manual Lever Actuator

Discharge Accessories (Shipped Loose; for each blower, for installation by Customer):

5" to 6", Concentric Discharge Expansion Joint

6", Discharge Butterfly Valve, Wafer, Cast Iron Body w/High Temperature EPDM Seat and Manual Lever Actuator

6", Discharge Check Valve, Wafer, w/EPDM Seat

Discharge Pressure Gauge

Technical Offer – VFD/Starter Panel

Customer	Robinson Ranch WWTP, CA
Date	June 4, 2024

Lone Star Blower provides a full line of VFD's and Starter Panels for starting & speed control:

Variable Frequency Drive (Shipped Loose; for customer installation):

Schneider ATV660, 60 HP, 480V, Enclosed AC Drive, Model ATV660D45T4N2GNYABGC-Altivar 660

Includes

- **NEMA 4X Enclosure**, UL508A Listed
- Main circuit breaker disconnect
- Plenum Rated Enclosure Color RAL9001 (cream)
- Power Circuit Y: Integrated Bypass
- AFC-Bypass selector switch
- Standard IEC Rated Bypass Contactors Isolation and bypass contactors (with mechanical and electrical interlocking). Isolation and bypass contactor sequencing provides true motor isolation. Remote automatic bypass operation using Auto Start contacts
- Hand-Off-Auto selector switch
- Test-Normal selector switch
- Speed Potentiometer
- Pilot light options: Bypass pilot light (yellow) Overload Trip pilot light (yellow) Power on pilot light (red) Run pilot light (green) Trip pilot light (yellow)
- Auxiliary contacts: 1 NO/NC run contact 1 NO/NC trip contact 1 NO/NC bypass run contact
- Ethernet IP Communications Card
- I/O Extension Card Discrete 6I/2O, Analog 2I
- 3% Line Impedance as Standard

Technical Offer – Factory Testing

Customer	Robinson Ranch WWTP, CA
Date	June 4, 2024

The following unwitnessed Factory Test are included:

- Blower Mechanical test under full load for each blower (includes vibration analysis, dynamic balancing, and hydrostatic testing).
- Motor Factory Short Commercial Test

Technical Offer – Packaging & Freight

Customer	Robinson Ranch WWTP, CA
Date	June 4, 2024

Lone Star Blower ships from our Houston, Texas, USA factory. Packaging, Handling & Freight DAP jobsite (INCOTERM® 2010) is included. Equipment will be shrink wrapped & labeled.

Technical Offer – Field/Startup Services

Customer	Robinson Ranch WWTP, CA
Date	June 4, 2024

Lone Star Blower has a fully trained & experienced service group which can perform field service, equipment commissioning & onsite repairs. The following services are included and will be performed in one trip.

- Two (2) days of onsite field services for startup of blowers
- Four (4) hours of onsite services for training

Additional service available in accordance with LSB current rate sheet,

Technical Offer – Recommended Spare Parts

Customer	Robinson Ranch WWTP, CA
Date	June 4, 2024

Lone Star Blower stocks parts locally in Houston, TX. The following spare parts are included:

- (1) Lot Lubrication for the Blower Bearings

Technical Offer – Comments & Clarifications

Customer	Robinson Ranch WWTP, CA
Date	June 4, 2024

- 1. ITEMS NOT INCLUDED:** Inlet Air Filters, Anchors Bolts, Fittings, Piping Hardware, Elbows, Existing Equipment Removal and Loading, Equipment Installation, Programming of Existing Equipment, Equipment Wiring and anything not listed in the above scope of supply shall be provided by others.

2. Section 13 10 00 1.5.A –Anchoring Calculations, stamped by CA registered Engineer are included; however, anchors (if required) are to be provided by other and are not included.
3. Section 13 10 00 – 2.2.D, Proposed equipment will be externally coated in accordance with Sections 09 90 00 and 09 96 56. Internal coating and lining is not applicable to the proposed equipment and is not included.
4. Section 26 9 23 – 1.6.D & 2.2.F.7, IEEE 519 certification is not included for the proposed drives specified. Manufacturers' standard harmonic mitigation is included and will provide an estimated 3% line impedance.



Office: + 832 532 3112
Fax: + 832 532 3115
www.lonestarblower.com

Lone Star Blower, Inc

TERMS & CONDITIONS OF SALE (EQUIPMENT AND/OR SERVICE)

1. GENERAL: As used herein, "Seller" means Lone Star Blower "Purchaser" means the entity to which Seller's offer is made, or the entity purchasing Equipment and/or service from Seller. The term "Equipment" as used herein includes any and all products, equipment, parts, and accessories furnished by Seller to Purchaser. All offers and sales by Seller are expressly conditional upon these Terms and Conditions of Sale. Any terms or conditions in Purchaser's purchase order (or in any other Purchaser communication) which are different from or in addition to the terms and conditions contained in these Terms and Conditions of Sale are hereby objected to. All orders submitted to Seller are subject to approval by Seller's headquarters.

2. DELIVERY: The shipment/delivery period is an estimate only and commences after Seller's receipt of all necessary information, approvals, and signed submittals with release for manufacturing. In no event shall delivery be construed as falling within the meaning of "time is of the essence". Seller reserves the right to deliver in installments. Unless otherwise specified in Seller's quotation, delivery is F.O.B. Seller's manufacturing facility.

3. TITLE and RISK OF LOSS: Unless otherwise specified in Seller's written quotation, title and risk of loss or damage to the Equipment shall pass to Purchaser upon tender of delivery F.O.B. manufacturing facility. Notwithstanding the foregoing, a security interest in the Equipment or any replacement shall remain in Seller, regardless of mode of attachment to realty or other property, until full payment has been received by Seller. Purchaser agrees upon request to do all things and acts necessary to perfect and maintain said security interest and shall protect Seller's interest by adequately insuring the Equipment against loss or damage from any cause.

4. TAXES: Purchaser shall be responsible for applicable local, state and federal taxes which may be now or hereafter be applicable to, measured by, or imposed upon, or with respect to this transaction, the Equipment, its sale, its value or its use, or any services performed in connection therewith (except any taxes on Seller's income). If sales, use or other State or Municipal taxes in addition to any listed specifically as part of the stated purchase price, are imposed upon Seller, Purchaser agrees to pay the same or reimburse Seller upon demand. Seller will accept a valid exemption certificate from Purchaser, if applicable. If an exemption certificate previously accepted by Seller is not recognized by the governmental taxing authority involved, Purchaser agrees to promptly reimburse Seller for any taxes covered by such exemption certificate which Seller is required to pay.

5. PAYMENT: Unless specifically agreed otherwise in writing, payment is due in full within 30 days of the invoice date. Seller reserves the right to charge late fees on overdue amounts at a monthly rate of 1.5% (one and a half percent) or the rate permitted by law, whichever is lower. Purchaser shall have no right to set-off against any amounts which may become payable to Seller under this contract or otherwise, for amounts which Seller may allegedly or in fact owe Purchaser or any affiliate of Purchaser or assignee whether arising under this contract or otherwise. Any waiver by Seller of any lien or lien right shall be conditioned upon Purchaser's timely payment to Seller of all amounts due.

6. INSTALLATION: Unless Seller's written quotation specifies that Seller will perform installation of the Equipment, it is understood and agreed that Seller will not perform any installation of the Equipment.

7. START-UP, OTHER SERVICE: Any service (for example, Equipment start-up, if applicable) to be performed by Seller is specified in Seller's written quotation. Dates/time for the service is subject to scheduling and confirmation by Seller's service department. Seller's performance of service is subject to Seller's normal working hours (8:30 am to 5:00 pm, Monday through Friday excluding public holidays), unless expressly agreed otherwise. If any forklift, crane, and/or other lifting or rigging equipment or lighting equipment is necessary (as reasonably determined by Seller's service technician) for Seller to perform the service, Purchaser shall supply such equipment at its own expense together with sufficiently skilled and qualified labor in connection therewith, unless expressly agreed otherwise. If Purchaser requests Seller to comply with Purchaser's safety programs/procedures in connection with performing service at Purchaser's premises, Seller shall comply with such safety programs/procedures that have been provided in advance to Seller in writing with reasonable opportunity to REVIEW/implement, to the extent they are reasonable and applicable to the scope of Seller's activities at the premises.

8. INSURANCE: During the term of the Contract, Seller agrees to have the following insurance coverage:

- a) Commercial General Liability insurance in an amount of \$1,000,000 each occurrence for bodily injury and physical damage to tangible property, subject to an annual aggregate not to exceed \$2,000,000;
- b) Automobile Liability insurance in an amount of \$1,000,000 combined single limit each occurrence;
- c) Worker's Compensation insurance in accordance with applicable statutory law; and
- d) Employer's Liability insurance in an amount of \$1,000,000 for bodily injury each accident or disease.

If Seller will physically enter onto Purchaser's premises (or a third party's premises) in connection with the sale of the Equipment/ service, Seller agrees to, at Purchaser's reasonable request, provide an ACORD form of certificate confirming the above-stated insurance coverage. Seller shall have no other insurance-related requirement, unless specifically agreed to in writing by an authorized manager of Seller in connection with the order.



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9. RETURN POLICY: Shipping and handling charges are not refundable. Purchaser is responsible for the return shipping fee. All returned items are subject to a 30% restocking fee. Returned items must be in brand new condition with all packaging enclosed in the exact condition in which you received them. Special order or non-stock items will not be accepted for return/refund.

10. CANCELLATION: Each party has the right to cancel the order/contract in whole or in part in writing with immediate effect if the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law, or has wound up or liquidated (voluntarily or otherwise). In addition, each party has the right to cancel the order/contract or any part thereof if the other party fails, within 30 days after receipt of written notice from the non-breaching party specifying the material breach and intent to terminate, to commence and diligently pursue cure of the breach. Unless an order is cancelled by Purchaser in accordance with this paragraph, Purchaser shall pay Seller's cancellation charges if Purchaser cancels the order (including if Purchaser cancels the order for Purchaser's convenience). The cancellation charges shall be reasonable and may include (among other things) all costs and expenses incurred, and commitments made by Seller and a reasonable profit thereon. Notwithstanding anything set forth to the contrary, Seller may suspend Seller's performance or cancel the order/contract (or any part thereof) immediately if Purchaser fails to provide payment security (if applicable) or if Purchaser fails to make any payments when due.

11. WARRANTY: Seller hereby warrants to Purchaser that the Equipment manufactured or distributed by it and delivered hereunder will be free from defects in material and workmanship under proper use and service; this warranty shall expire one (1) year from start-up or 18 months from the original shipment date from Seller's manufacturing facility whichever comes first. This warranty applies only to Equipment manufactured by Seller and does not cover motors, starters, electrical equipment or other components or accessories manufactured by others. Seller will repair or replace, F.O.B. its factory, any defective part or parts, at no charge, if promptly returned to it within the above-noted warranty period. This warranty extends only to the original purchaser of Equipment furnished hereunder and shall be void if the Equipment is repaired or tampered with in any manner other than by Seller's authorized service personnel. If Seller's inspection does not disclose a defect covered by the warranty, the Equipment will be returned to Purchaser at its expense or, if Purchaser elects, Seller will repair or replace the equipment and charge for such service at the regular rate. Seller hereby warrants to Purchaser that all other Equipment manufactured by Seller and delivered hereunder will be free from defects in material and workmanship under proper use and service; this warranty shall expire one year from the original shipment date from Seller's manufacturing facility. This warranty applies only to Equipment manufactured by Seller and does not cover components or accessories outside of standard packaged equipment offered. Seller will repair or replace, F.O.B. its factory, any defective part or parts, at no charge, if promptly returned to it within the warranty period. This warranty extends only to the original purchaser of Equipment furnished hereunder and shall be void if the product is repaired or tampered with in any manner other than by Seller's authorized service personnel. If Seller's inspection does not disclose a defect covered by the warranty, the Equipment will be returned to Purchaser at its expense or, if Purchaser elects, Seller will repair or replace the Equipment and charge for such service at the regular rate. Seller warrants to Purchaser that Equipment or parts thereof repaired or replaced pursuant to the above warranty under proper use and service against defects in workmanship and material; this warranty shall expire 60 days from date of start-up of such repaired or replaced. Equipment or parts thereof or on the expiration of the original Equipment warranty, whichever is later. If the nature of the defect is such that it is appropriate in the judgment of Seller to do so, repairs shall be made at the site of the Equipment. Seller warrants to Purchaser that any services performed by Seller in connection with startup or other servicing of Equipment shall be performed in a workmanlike manner; this warranty shall expire 60 days after the service date visit. If any nonconformity with this warranty appears, Seller shall re-perform the non-conforming portion of the services in a conforming manner. Any warranties granted beyond those stated above must be specifically identified as a warranty in Seller's specific quotation. Correction by Seller of nonconformities (i.e. repair or replacement of Equipment that is defective in material or workmanship, and re-performance of service which was not performed in a workmanlike manner) in the manner and warranty period provided above shall be Purchaser's exclusive remedy (and Seller's exclusive obligation) with respect to nonconforming Equipment and/or services. In the event Purchaser and Seller agree that Seller will sell any used Equipment to Purchaser, such used Equipment is sold AS-IS, WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND.

THE ABOVE-STATED WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED, OR OTHERWISE. SELLER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.



Office: + 832 532 3112

Fax: + 832 532 3115

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12. CONFIDENTIALITY: In connection with the order and/or performance under this contract, Seller and Buyer (as to information disclosed, the "Disclosing Party") may each disclose Confidential Information to the other party hereto (the "Receiving Party"). "Confidential Information" shall mean all information related to the business or products (including but not limited to the Equipment) or services of the Disclosing Party that is not generally known to the public, and all pricing and terms of this contract, provided that the obligations of this paragraph shall not apply as to any portion of the Confidential Information which: (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, its representatives or its affiliates, or (ii) has been or is subsequently independently developed by the Receiving Party, its representatives or affiliates, without reference to the Confidential Information, or (iii) is required to be disclosed by law or valid legal process provided that the Receiving Party who intends to make such disclosure shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information. The Receiving Party agrees, except as otherwise required by law: (i) to use the Confidential Information only as the Disclosing Party intended it to be used by the Receiving Party in connection with providing or receiving the Equipment/service under this contract, and (ii) to take reasonable measures to prevent disclosure of the Confidential Information, except disclosure to its employees to the extent necessary to facilitate providing or receiving Equipment/services as contemplated under this contract. Upon the Disclosing Party's request, the Receiving Party shall destroy or return to Disclosing Party all copies of Confidential Information. If either party or any of their respective affiliates or representatives is required or requested by subpoena, interrogatories, or similar legal process to disclose any Confidential Information, such party agrees to provide the Disclosing Party with prompt written notice of such request, so that the Disclosing Party may seek an appropriate protective order or waive compliance by the Receiving Party with the provisions herein. It is understood and agreed that this paragraph survives any expiration/termination of this contract.

13. INTELLECTUAL PROPERTY: No patents, copyrights, trademarks, trade secrets, or other intellectual property rights are being sold, granted, transferred, or assigned to Purchaser. Without limiting the generality of the foregoing, Seller retains all right, title and interest in and to all inventions, discoveries, ideas, works of authorship (including but not limited to all drawings), processes, methods, know-how, and techniques developed, discovered or conceived by Seller or its employees, including without limitation those developed and/or used in connection with the manufacture of Equipment or performing services hereunder. Such rights include, but are not limited to, patent rights, copyrights, trade secret rights, trademark rights, mask work rights and other proprietary rights throughout the world. Purchaser acknowledges and understands that no drawings, designs, specifications, or anything else provided by Seller shall be deemed to be "work made for hire."

14. PATENT INDEMNITY: Seller shall defend any suit or proceeding brought against Purchaser and shall pay any adverse judgment entered therein so far as such suit or proceeding is based upon a claim that the use of the Equipment or any part thereof manufactured by Seller, and furnished under this contract constitutes infringement of any patent of the United States of America, provided Seller is promptly notified in writing and given authority, information and assistance for defense of same, and Seller shall, at its option, procure for Purchaser the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace the same with non-infringing equipment, or remove said Equipment and to refund the purchase price (less a reasonable amount for the time the Equipment was used). The foregoing shall not be construed to include any agreement by Seller to accept any liability whatsoever in respect to patents for inventions including more that the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment, except those which are inherent in the Equipment as furnished. The foregoing states the entire liability of Seller with regard to patent infringement. If any Equipment shall be sold by Seller to meet Purchaser's specifications or requirements and is not a part of Seller's standard line offered by it to the trade generally in the usual course of Seller's business, Purchaser agrees to defend, protect, and indemnify and save harmless Seller from any loss, damage, or injury arising out of a claim, suit or action at law or equity for actual or alleged infringement of any patent of the United States or foreign country because of the sale of such Equipment, and to defend any suits or actions which may be brought against Seller.

15. SOFTWARE: In the event any Equipment includes software in any form, such software is not sold to Purchaser but is only licensed on a limited, non-exclusive basis. Subject to Purchaser's compliance with these terms and conditions of sale, Seller grants to Purchaser for the useful life of such Equipment a royalty-free, non-exclusive, non-transferable license to use the software as intended by Seller solely for normal use of the Equipment. Purchaser shall not create derivative works based on the software, or reverse engineer, or disassemble or decompile the software, or transfer, copy, modify, or otherwise change the software.

16. EXPORT CONTROL: Equipment, technical data, technology, software, and services furnished by Seller to Purchaser shall at all times be subject to any and all applicable export control laws and regulations, including but not limited to applicable U.S. Export Administration Regulations, United Nations resolutions and European Union directives relating to trade embargoes and restrictions. Purchaser agrees and warrants that no Product, services, technical data, technology, software or other technical information or assistance or other item furnished by Seller, or any good or product resulting therefrom, shall be exported or re-exported by Purchaser or its authorized transferees, if any, directly or indirectly, in violation of any law or regulation.



Office: + 832 532 3112

Fax: + 832 532 3115

www.lonestarblower.com

Any export and/or re-export must be in strict accordance with applicable U.S. export laws and regulations, as well as United Nations resolutions and European Union directives relating to trade embargoes and restrictions. Violation of this paragraph constitutes a material and non-curable breach and entitles Seller to terminate the order immediately (even after shipment of the Equipment).

17. FORCE MAJEURE: If either party is delayed at any time by any Force Majeure, such party shall have such additional time within which to perform its obligations as may reasonably be necessary under the circumstances. "Force Majeure" means circumstances beyond the delayed party's reasonable control, including but not limited to, acts of God, acts of public enemies, wars, delays by Seller's suppliers, blockades, insurrections, riots, epidemics, quarantine restrictions, floods, lightning, fire, storms, earthquakes, and civil disturbances.

18. LIMITATION OF LIABILITY:

IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF TOTAL OR PARTIAL USE OF THE EQUIPMENT OR SERVICES, DOWNTIME COSTS, AND DELAY COST) HOWSOEVER ARISING, WHETHER ON ACCOUNT OF EQUIPMENT OR SERVICES FURNISHED HEREUNDER, DELAYS OR OTHERWISE (WHETHER A CLAIM IS BASED ON WARRANTY, STRICT LIABILITY, CONTRACT, TORT, NEGLIGENCE OR OTHERWISE).

SELLER'S TOTAL LIABILITY FOR ALL CLAIMS OF ANY KIND (WHETHER BASED ON WARRANTY, STRICT LIABILITY, CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS CONTRACT OR THE PERFORMANCE OR BREACH THEREOF, OR FROM THE DESIGN, MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT, INSTALLATION, TECHNICAL DIRECTION OF INSTALLATION, INSPECTION, SERVICING, OPERATION OR USE OF ANY EQUIPMENT COVERED BY OR FURNISHED UNDER THIS CONTRACT SHALL BE LIMITED TO 100% OF THE PURCHASE PRICE AMOUNT PAID BY PURCHASER TO SELLER UNDER THIS CONTRACT FOR THE SPECIFIC EQUIPMENT OR SERVICE WHICH GIVES RISE TO THE CLAIM. ALL CAUSES OF ACTION AGAINST SELLER ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE PERFORMANCE HEREOF SHALL EXPIRE UNLESS BROUGHT WITHIN ONE YEAR OF TIME OF ACCRUAL THEREOF.

19. MISCELLANEOUS:

19.1 If for any reason, Seller's quotation (or any other document or act by Seller) is deemed an acceptance of an offer from Purchaser, such acceptance is expressly conditional upon Purchaser's assent to any additional or different terms or conditions set forth in these Terms and Conditions of Sale.

19.2 No modification or additional term or condition shall be applicable to this contract by virtue of Seller's receipt, acknowledgment or acceptance of Purchaser's purchase order, shipping instruction forms, or other Purchaser documentation containing terms or conditions which are different from or in addition to those set forth in these Terms and Conditions of Sale. Any such modifications or additional terms or conditions are specifically rejected and deemed a material alteration hereof. Purchaser's issuance of a purchase order or Purchaser's acceptance of any drawings, Equipment, or services from Seller shall (without prejudice to any other manner in which acceptance of these Terms and Conditions of Sale may be evidenced) constitute full acceptance of these Terms and Conditions of Sale.

19.3. Neither party shall assign or transfer this contract without the prior written consent of the other party (which consent shall not be unreasonably withheld); any purported assignment in violation of this sentence shall be void. Irrespective of the foregoing, Seller may without consent assign this contract (or any of rights or obligations hereunder) to any of its affiliates and use sub-contractors.

19.4. If any part of this document is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such invalidity or enforceability does not affect any other provision, and this document shall be construed as if the invalid or unenforceable provision had never been set forth.

19.5. Neither party's failure to enforce, or its waiver of a breach of, any provision contained in this document shall constitute a waiver of any other breach or of such provision.

19.6. The validity, performance, and all other matters relating to the interpretation and effect of this contract shall be governed by the laws of the State of Texas, USA, without regard to its conflict of laws principles, and the exclusive forum shall be the State of Texas. The United Nations Convention on the International Sale of Goods shall not apply.

19.7 These Terms and Conditions of Sale cannot be superseded, amended, or modified except by a written document signed in handwriting by Seller's duly authorized officer and Buyer's duly authorized representative.

19.8. All headings, captions and numbering in these Terms and Conditions of Sale are for convenience of reference only and shall not be used to interpret any meaning of any terms or condition.

19.9. Seller and Purchaser are independent contractors; neither party shall act as the agent for the other. This contract is between Seller and Purchaser alone, and there are no intended rights or benefits provided hereunder to any third party.

**TRABUCO CANYON WATER DISTRICT
SPECIAL BOARD MEETING | JUNE 5, 2024**

ITEM 2: DISCUSSION REGARDING COMMUNICATING ADJUSTMENTS TO WATER RATES AND CHARGES FOR FISCAL YEAR 2024-25

Per direction from the Board of Directors at the May 30, 2024 Special Board Meeting, staff will present information for discussion regarding reductions to previously authorized water rates and charges as well as potential pass-through of wholesale cost increases from Trabuco Canyon Water District's water suppliers.

FUNDING SOURCE:

Not applicable

FISCAL IMPACT

Not applicable

COMMITTEE STATUS:

This matter has not been reviewed with a Committee.

RECOMMENDED ACTION:

Receive information at the time of the meeting and take action(s) as deemed appropriate.

EXHIBITS:

None

CONTACTS (staff responsible): PALUDI/COLLINS