



Public service is at the heart of everything we do.

Board Of Directors:

Paul Seger – *President*

Joe Kovalick – *Vice President*

Marilyn M. Tiernan | Jason Shaw | Conan Moats

General Manager: Dan Muelrath

General Counsel: Wes Miliband

Board Secretary: Kait Knight

AGENDA

The Regular Meeting of the Board of Directors of Diablo Water District will be held on October 28, 2026 at 6:30 pm at the District's Corporation Yard, 3990 Main Street, Oakley, California. This meeting is being conducted in person and via webinar. Members of the public and District staff may attend the meeting via conference call / web using the credentials below. Members of the public will continue to have the opportunity to provide public input via the webinar or phone features.

Dial in Number: 1-949-346-1487

Conference ID: 497 015 35#

Or

Web Option: <https://www.diablowater.gov/web-meeting-portal>

Check your browsers' functionality or download the Microsoft Teams App prior to the meeting.

The District's agendas and supporting documents are available on the District's website: www.diablowater.gov, or by calling Kait Knight at (925) 625-6587. A fee may be charged for copies.

If you have special accommodation needs to attend the meeting, please provide at least two (2) working days' notice prior to the meeting by calling Kait Knight at (925) 625-6587.

1. Call to Order, Roll Call, and Pledge of Allegiance.

2. Public Input.

Anyone present may address the Board of Directors on any subject within the jurisdiction of Diablo Water District. If the subject item is on this Agenda, please hold public comment until the appropriate item.

Action Items

3. Consent Calendar.

It is recommended by the General Manager that these items, which are expected to be routine in nature and without controversy, be received and acted upon by the Board

without discussion. If any Board member or interested party requests that an item be removed from the Consent Calendar for discussion, it will be considered separately. *The consent calendar may be approved by a single motion to approve, followed by a second and then a call for vote.*

A. Minutes of the Special Meeting of September 10, 2026.

Staff Recommendation: Approve.

B. Minutes of the Regular Meeting of September 23, 2026.

Staff Recommendation: Approve.

C. Annual Review of Investment Policy.

Staff Recommendation: Receive.

D. Acceptance of Facilities – Emerson Ranch Commercial.

Staff Recommendation: Adopt Resolution Number 2026 – 12.

E. Authorization to Execute Facilities Installation Agreement with Clyde Miles Construction Co., Inc. for Subdivision 8803 Brownstone Improvements.

Staff Recommendation: Authorize the General Manager to Execute the Agreement.

F. Authorization to Execute and Record Quitclaim Deed to include Lot 3 and existing waterline easement with Northpoint Oakley, LLC.

Staff Recommendation: Authorize the General Manager to execute the Quitclaim Deed.

4. Financial Reports.

Staff Recommendation: Approve warrant register 2026-9, ACH and Wire transactions for September 2026 and Monthly Financial Reports for August 2026.

5. Establish Two New Classifications Through Existing Budget Allocations.

Staff Recommendation: Approve.

Discussion Items

6. **Human Resources Regulation Updates.**
7. **Wellhead Treatment.**
8. **General Manager's Report.**
 - Water Supply Charts.
 - Seismic Retrofit of Reservoirs.
 - Recycled Water.
9. **District Engineer's Report.**
10. **District Counsel's Report.**
11. **Directors' Reports.**
 - Representative verbal reports.
 - Other items as needed.
12. **Future Board Meetings and Agenda Items.**
 - Preliminary list of items for the next two months.
 - Other items being tracked and awaiting a scheduled date.

Closed Session Items

13. **Conference with Real Property Negotiators.**
(Government Code § 54956.8)

Property Description: Jersey Island located in Contra Costa County.

Agency Negotiators: Diablo Water District General Manager Dan Muelrath and Jean-Marc Petit, Ironhouse/Reclamation District 830 Representative.

Under Negotiation: Price and Terms.

October 28, 2026

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**Conference with Real Property Negotiators.
(Gov. Code § 54956.8)**

Property Description: Recycled Water Rights and Supplies.

Agency Negotiators: Diablo Water District General Manager Dan Muelrath and
Ironhouse Sanitary District General Manager, Jean-Marc Petit.

Under Negotiation: Price and Terms.

Action Items

14. Adjournment.

Posted this 22nd day of October 2026.



Dan Muelrath, General Manager

DIABLO WATER DISTRICT
October 28, 2026 Board Meeting
Item Number 3



TO: Each Director
FROM: Dan Muelrath
SUBJECT: Consent Calendar.

It is recommended by the General Manager that these items, which are expected to be routine in nature and without controversy, be received and acted upon by the Board without discussion. If any Board member or interested party requests that an item be removed from the Consent Calendar for discussion, it will be considered separately.

The consent calendar may be approved by a single motion to approve, followed by a second, and then a call for a vote.

- A. Minutes of the Special Meeting of September 10, 2026.**
Staff Recommendation: Approve.

- B. Minutes of the Regular Meeting of September 23, 2026.**
Staff Recommendation: Approve.

- C. Annual Review of Investment Policy.**
Staff Recommendation: Receive.

- D. Acceptance of Facilities – Emerson Ranch Commercial.**
Staff Recommendation: Adopt Resolution Number 2026 – 12.

- E. Authorization to Execute Facilities Installation Agreement with Clyde Miles Construction Co., Inc. for Subdivision 8803 Brownstone Improvements.**
Staff Recommendation: Authorize the General Manager to Execute the Agreement.



DIABLO WATER DISTRICT
October 28, 2026 Board Meeting
Item Number 3

F. Authorization to Execute and Record Quitclaim Deed to include Lot 3 and existing waterline easement with Northpoint Oakley, LLC.

Staff Recommendation: Authorize the General Manager to execute the Quitclaim Deed.

RECOMMENDATION:

Approve.

*Dan Muelrath*_____

Dan Muelrath
General Manager



Public service is at the heart of everything we do.

Board Of Directors:

Paul Seger – *President*

Joe Kovalick – *Vice President*

Marilyn M. Tiernan | Jason Shaw | Conan Moats

General Manager: Dan Muelrath

General Counsel: Wes Miliband

Board Secretary: Kait Knight

MINUTES OF THE SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF
DIABLO WATER DISTRICT
HELD ON SEPTEMBER 10, 2026

The Special Meeting of the Board of Directors of Diablo Water District was held on September 10, 2026, at 4:00 pm at the District's Corporation Yard, 3990 Main Street, Oakley, California, as noticed in the posted agenda.

1. Call to Order and Roll Call and Pledge of Allegiance.

The Special Meeting of the Board of Directors of Diablo Water District (District) was called to order by President Seger at 4:00 pm on September 10, 2026.

Directors Present: Seger, Kovalick, Tiernan, Shaw, Moats

Staff Present: Dan Muelrath, Kait Knight

General Counsel: Wes Miliband (Miliband Water Law)

Others Present: Angela Lowrey (Ironhouse Sanitary District), Jean-Marc Petit (Ironhouse Sanitary District)

2. Public Input.

Anyone present may address the Board of Directors on any subject within the jurisdiction of Diablo Water District. If the subject item is on this Agenda, please hold public comment until the appropriate item.

Vice President Kovalick shared about the District's visit with Congressperson DeSaulnier prior to the meeting and the receipt of a \$1.14 million check for the R1 Seismic Retrofit Project.

Closed Session Items

**3. Conference with Real Property Negotiations.
(Government Code § 54956.8)**

Property Description: Jersey Island located in Contra Costa County.

Negotiation: Diablo Water District General Manager Dan Muelrath and Jean-Marc Petit, Ironhouse/Reclamation District 830 Representative.

Under Negotiation: Terms and Price.

Angela Lowrey, Ironhouse Sanitary District, shared comments in support of the potential purchase of Jersey Island by the District.

No reportable action.

Action Items

4. Adjournment.

President Seger adjourned the meeting at 5:05 pm.

Kait Knight, Board Secretary



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Board Of Directors:

Paul Seger – *President*

Joe Kovalick – *Vice President*

Marilyn M. Tiernan | Jason Shaw | Conan Moats

General Manager: Dan Muelrath

General Counsel: Wes Miliband

Board Secretary: Kait Knight

MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS OF
DIABLO WATER DISTRICT
HELD ON SEPTEMBER 23, 2026

The Regular Meeting of the Board of Directors of Diablo Water District was held on September 23, 2026, at 6:30 pm at the District's Corporation Yard, 3990 Main Street, Oakley, California, as noticed in the posted agenda.

1. Call to Order and Roll Call and Pledge of Allegiance.

The Regular Meeting of the Board of Directors of Diablo Water District (District) was called to order by President Seger at 6:30 pm on September 23, 2026.

Directors Present: Seger, Kovalick, Tiernan, Shaw, Moats

Staff Present: Dan Muelrath, Kait Knight

General Counsel: Wes Miliband (Miliband Water Law)

Others Present: Diego Verduzco (Ironhouse Sanitary District), District Staff

2. Public Input.

Anyone present may address the Board of Directors on any subject within the jurisdiction of Diablo Water District. If the subject item is on this Agenda, please hold public comment until the appropriate item.

None

Action Items

3. Consent Calendar.

It is recommended by the General Manager that these items, which are expected to be routine in nature and without controversy, be received and acted upon by the Board without discussion. If any Board member or interested party requests that an item be removed from the Consent Calendar for discussion, it will be considered separately. *The*

consent calendar may be approved by a single motion to approve, followed by a second and then a call for vote.

A. Minutes of the Special Meeting of August 3, 2026.

Staff Recommendation: Approve.

B. Minutes of the Special Meeting of August 19, 2026.

Staff Recommendation: Approve.

C. Human Resources Regulation Updates.

Staff Recommendation: Adopt Resolution No. 2026-11 Amending
Regulation Number 122, 123, 130 and 132

President Seger pulled item 3.C for discussion.

It was moved by President Seger, seconded by Director Shaw, and approved by the following vote to approve Consent Calendar items 3.A and 3.B.

AYES: Tiernan, Shaw, Kovalick, Seger

NOES: None

ABSTAIN: Moats

President Seger pulled item 3.C for discussion.

Following discussion, the item was moved by Director Shaw, seconded by Director Moats, and approved by the following vote to approve Consent Calendar item 3.C as amended to include Regulation 132, definition of inclusion language "INCLUSION is when a variety of people are provided the opportunity to provide input on decisions", for Regulation 122, Section 7b to include the language, "and provide the opportunity to hear", and for Regulation 123, to ask ACWA JPIA if we can remove appendices, and if not, the Regulation is authorized for approval.

AYES: Tiernan, Shaw, Moats, Kovalick, Seger

NOES: None

ABSENT: None

4. Financial Reports.

Staff Recommendation: Approve warrant register 2026-8, ACH wire transactions for August 2026 and Monthly Financial Reports for June and July 2026.

It was moved by President Seger, seconded by Director Shaw, and approved by the following vote to approve warrant register 2026-8, ACH wire transactions for August 2026 and Monthly Financial Reports for June and July 2026.

AYES: Tiernan, Shaw, Moats, Kovalick, Seger
NOES: None
ABSENT: None

5. EPA Recycled Water Subaward Agreement.

Staff Recommendation: Authorize the General Manager to execute the Subaward Agreement, substantially in the form presented, between Ironhouse Sanitary District and Diablo Water District.

It was moved by Vice President Kovalick, seconded by President Seger, and approved by the following vote to authorize the General Manager to execute the Subaward Agreement, substantially in the form presented, between Ironhouse Sanitary District and Diablo Water District.

AYES: Tiernan, Shaw, Moats, Kovalick, Seger
NOES: None
ABSENT: None

Discussion Items

6. Carbon Neutrality Update.

The Board received an update on the status of the District's carbon neutrality accomplishments.

7. General Manager's Report.

- Water Supply Charts.

General Manager Muelrath reported on the current water supply.

Director Kovalick requested discussion of expediting the Wellhead Treatment Project to 3-5 years be added as a future agenda item.

8. District Engineer's Report.

General Manager Muelrath provided a brief overview of current District projects.

9. District Counsel's Report.

General Counsel Miliband reported out on legislation as it pertains to the interests of the District.

10. Directors' Reports.

- Representative verbal reports.
- Other items as needed.

Director Tiernan reported on the City of Oakley and Contra Costa Water District meetings. She also reported dates for the Human Resources Ad Hoc.

President Seger reported on the Ironhouse Sanitary District meetings and the Watereuse Conference.

Vice President Kovalick reported dates for the Jersey Island Ad Hoc and Watereuse Conference.

Director Shaw reported on the Human Resources Ad Hoc meeting and the CCSDA meeting attended.

11. Future Board Meetings and Agenda Items.

- Preliminary list of items for the next two months.
- Other items being tracked and awaiting a scheduled date.

Closed Session Items

**12. Conference with Real Property Negotiations.
(Government Code § 54956.8)**

Property Description: Jersey Island located in Contra Costa County.

Negotiation: Diablo Water District General Manager Dan Muelrath and Jean-Marc Petit,
Ironhouse/Reclamation District 830 Representative.

Under Negotiation: Terms and Price.

CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION

(Paragraph (2) of subdivision (d) of Gov. Code § 54956.9)

Significant Exposure to Litigation: (One potential case)

No reportable actions.

Action Items

13. Adjournment.

President Seger adjourned the meeting at 9:25 pm.

Kait Knight, Board Secretary

DIABLO WATER DISTRICT
October 28, 2026 Board Meeting
Item Number 3.C



TO: Each Director

FROM: Jennifer McCoy, Finance & Accounting Manager

SUBJECT: Annual Review of Investment Policy.

The California Government Code Section 53646 requires the District's Chief Fiscal Officer (Staff Auditor) to annually submit a statement of investment policy to the Board of Directors. The annual review and submission of the Investment Policy document provide an opportunity for District review of its investment practices and ensure the policy continues to provide appropriate guidance for the investment and management of District funds.

The purpose of the District's Investment Policy is to establish guidance and direction for the prudent investment of District funds. The policy establishes the following investment objectives, in order of priority:

1. Safeguard the principal of funds under the District's control.
2. Maintain sufficient liquidity to meet the District's cash flow and operational needs.
3. Invest funds, when consistent with the primary objectives of safety and liquidity, in a manner that aligns with the District's ESG philosophy.
4. Achieve a reasonable rate of return on funds under the District's control while maintaining the higher-priority objectives of safety and liquidity.

As part of the annual review, Staff evaluated the District's existing Investment Policy to determine whether any revisions were necessary based on current practices, investment objectives, and applicable requirements. Staff determined that **no changes are necessary at this time** and that the existing policy remains appropriate for the District.

RECOMMENDATION:

Receive.

Jennifer McCoy
Jennifer McCoy
Finance and Accounting Manager

Attachment: Regulation 111 – Investment Policy



Diablo Water District Regulation No. 111 Investment Policy



Section 1. Investments and Deposits

- a. Surplus money in the treasury of the District not required for the immediate necessities of the District may be invested only in accordance with the provisions of Government Code, section 53601.
- b. As far as possible, all money belonging to or in the custody of the District not otherwise invested will be deposited for safekeeping in state or national banks in accounts insured by the Federal Deposit Insurance Corporation or in savings or other financial institutions as authorized by Government Code, section 53635.
- c. District funds may be invested in public agency bonds where the issuing agency has a rating of:

Moody's	S&P	Fitch
Aaa	AAA	AAA
Aa1	AA+	AA+
Aa2	AA	AA
Aa3	AA-	AA-

Section 2. Investment Objectives

- a. When investing, reinvesting, and managing the funds of the District, the primary objective will be to safeguard the principal of the funds under the District's control. The secondary objective will be to meet the liquidity needs of the District. The third objective will be to invest in funds that align with the District's Environments, Social, and Governance philosophy. The fourth objective will be to achieve a return on the funds under its control.

Section 3. Control

- a. All funds of the District, and the deposit and investment thereof, will be under the continuous control of the Board of Directors. The General Manager has the authority to make investment decisions on behalf of the District. As trustee of said funds, the Board and the General

Diablo Water District Regulation No. 111 Investment Policy



Manager are subject to the prudent investor standard as defined by Government Code, section 53600.3.

Section 4. Financial Reporting

- a. The District's staff auditor will render annually to the Board for its consideration at a public meeting a statement of investment policy as required by Government Code, Section 53646(a)(2).
- b. The District's staff auditor will submit not less than quarterly to the Board and the General Manager a financial report as required by Government Code, section 53646 (b).
 1. The report will be submitted within 45 days following the end of the quarter covered by the report. The report will also include a current market value for all securities held as of the date of the report and the source of this same valuation.
 2. The report will state compliance of the portfolio to the statement of investment policy, or the manner in which the portfolio is not in compliance.
 3. The report will include a statement denoting the ability to meet its pool's expenditure requirements for the next six months or provide an explanation as to why sufficient money will, or may, not be available.
 4. The report will also include any additional information or data that may be required by the Board or General Manager.

Section 5. Interfund Loans

- a. The District will require an Interfund Loan Agreement between the lending fund and the borrowing fund for organizational, capital, operational, and maintenance purposes. The Loan Agreement will be approved by the District's Board of Directors.
- b. The District's General Fund or Facilities Reserve Fund may loan monies to other funds within the District as circumstances may arise to meet current obligations. The Finance and Accounting Manager will affect such transfers by journal entry upon the request of the General Manager.

**Diablo Water District
Regulation No. 111
Investment Policy**



- c. The borrowing fund will pay the lending fund interest on the monies loaned at the current average monthly effective yield rate per LAIF (Local Agency Investment Fund).

Section 6. Environmental, Social and Governance Investment

- a. Philosophy: to invest in funds that contribute to a sustainable future for the environment and enrich the human experience, while minimizing risks and maximizing transparency of the company.
- b. Investment Criteria (if available):
 - 1. Sustainalytics ESG Score: Require a low to negligible risk score.
 - 2. Statista: Bank will not be listed in top 25 carbon dioxide-emitting banks.
 - 3. Banking on Climate Chaos: Bank will not be listed in the top 30 banks investing in fossil fuels.
 - 4. Agency bonds that support community investment, infrastructure improvements, and/or environmental projects.
 - 5. Additional data sources may be considered.

DIABLO WATER DISTRICT
October 28, 2026 Board Meeting
Item Number 3.D



TO: Each Director

FROM: Dan Muelrath

SUBJECT: Acceptance of Facilities – Emerson Ranch Commercial.

Per the Facilities Installation Agreements with Au Energy, Inc., the project consists of one 2” domestic service, one 1” irrigation service, one 8” fire service, potable mains and appurtenances to serve water to the project. All required testing and inspections have also been completed, and the facilities are ready for District acceptance.

The facilities have an approximate value of \$314,000 and, upon acceptance, will become part of the District’s capital assets.

These facilities will be accepted via District Resolution Number 2026 – 12.

RECOMMENDATION:

Adopt Resolution Number 2026 – 12.

Dan Muelrath

Dan Muelrath
General Manager

Resolution No. 2026 – 12

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF DIABLO WATER DISTRICT ACCEPTING DISTRICT FACILITIES**

WHEREAS, Diablo Water District (“District”) and Au Energy, Inc., (“Developer”), entered into a Facilities Installation Agreement for Emerson Ranch Commercial, 910 and 920 Cypress Road; and

WHEREAS, the Developer has satisfied the requirements for the installation of certain District facilities, appurtenances and easements; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Diablo Water District that the District hereby accepts the following facilities and appurtenances:

1. The project consists of one 2” domestic service, one 1” irrigation service, one 8” fire service, potable mains and appurtenances to serve water to the project.

* * * * *

I certify that the foregoing is a true and complete copy of a resolution duly adopted by the Board of Directors of Diablo Water District at a regular meeting thereof, held on October 28, 2026, by the following vote:

AYES:

NOES:

ABSENT:

DATED:

Kait Knight, Secretary

DIABLO WATER DISTRICT
October 28, 2026 Board Meeting
Item Number 3.E



TO: Each Director

FROM: Dan Muelrath

SUBJECT: Authorization to Execute Facilities Installation Agreement with Clyde Miles Construction Co., Inc. for Subdivision 8803 Brownstone Improvements.

Attached is the Facilities Installation Agreement with Clyde Miles Construction Co., Inc. for Subdivision 8803 Brownstone Improvements. The Facilities include an oversized 12" waterline installed along Brownstone Rd; therefore, the Developer is entitled to a mainline extension reimbursement assessment. Design plans have been approved and signed on May 16, 2024, and reviewed in October 2026.

The project consists of 51 single services, one irrigation service, water mains and appurtenances to serve water to the project.

RECOMMENDATION:

Authorize the General Manager to execute the Agreement.

Dan Muelrath

Dan Muelrath
General Manager

Attachment: Facilities Installation Agreement – Subdivision 8803 Brownstone



**DIABLO WATER DISTRICT
FACILITIES INSTALLATION AGREEMENT
BROWNSTONE IMPROVEMENT PLANS
SUBDIVISION NO. 8803**

This Agreement ("Agreement") is made and entered into this ____ day of _____, 2026 ("**Effective Date**"), by and between **DIABLO WATER DISTRICT**, a county water district organized and operating pursuant to Water Code section 30000 *et seq.* (herein referred to as "**District**"), and **CLYDE MILES CONSTRUCTION CO.,INC**, (herein referred to as "**Developer**").

1. **Developer's Land** The Developer warrants that it is the owner of the land within the boundaries of the District designated "Subdivision 8803 Brownstone", consisting of 50 lots numbered 1 to 50, one 1-inch service for existing church, one 1-inch irrigation service within approximately 10.77 acres of land and is hereinafter referred to as the "**Developer's Land**," described as Contra Costa County Assessor Parcel No. 034-210-009 as depicted in Exhibit "A" attached hereto. The District understands that the Developer seeks to construct a development project on Developer's Land and desires to obtain water services from the District. The installation of the Facilities (defined below) required as part of the District providing water services to the proposed development on Developer's Land is herein called the "Project."

The project proposes to construct the water infrastructure needed for the Project as set forth in the Plans (defined below), including but not limited to water mains, service lines, meters, monitoring well(s) and appurtenances necessary to provide potable water and/or recycled water to each water service depicted on the referenced approved Plans.

2. **District Water Service** Subject to any required consent of the U.S. Bureau of Reclamation and Contra Costa Water District, the District shall furnish potable water service to the Project subject to the terms of the District's current regulations (as may be amended to address imminent health or safety issues during the course of construction) ("**District Regulations**"), provided the District's water distribution system is extended to the Developer's Land on the terms and conditions set forth in this Agreement. The Developer acknowledges and agrees that water service to the Developer's Land shall not be provided until the Developer has received any required written consent of the U.S. Bureau of Reclamation to include the Developer's Land in the Central Valley Project water service area. The Developer hereby acknowledges receipt of a copy of the District's Water Regulations and the District's Standard

Specifications and Drawings dated October 2022 (“**District Specifications**”). The District reserves its authority to amend its Regulations, with amendments applicable to this Agreement and related design plans for imminent health and safety needs, including county, state and/or federal drinking water regulations. Any amendments to or development of Regulations for financing mechanisms are subject to Section 8 below and applicable law, including, without limitation, notice and opportunity for public participation.

3. **Required Facilities; Construction and Dedication** The water mains, service lines, meters and appurtenances necessary to extend the District's water distribution system to the Developer's Land, hereinafter collectively referred to as the “Facilities,” are shown on the plans for the construction of Subdivision No. 8803 Brownstone Improvement Plans, prepared by DK Engineering and approved by the District on May 16, 2024, and reviewed in May 2025 and October 2026, (“**Plans**”). The Facilities shall also include any monitoring well(s) required by the District pursuant to District Regulation 10, as may be amended from time to time. The Developer shall, at Developer's sole expense and without cost to the District, construct and install the Facilities in accordance with said Plans and the District's Specifications. It is the sole responsibility of the Developer and/or Developer's contractor to pothole existing utilities prior to commencing any work related to the installation of the Facilities. Any required revisions to the Plans shall be approved by the District, in writing prior to the continuation of the Project.

Meter boxes shall not be located within the sidelines of a driveway or on a sidewalk. Any meter so located shall be properly relocated prior to commencement of water service to Developer's Land.

The Developer shall not connect, or permit to be connected, to the District's water distribution system any main, pipe, fitting, valve or appurtenance not shown on said Plans without the prior written approval of the District.

The Developer is solely responsible for the actions of Developer's contractor, subcontractors, or any affiliates on the jobsite, including, but not limited to, the tampering of water service and/or theft of water. Any unmetered water use, regardless of quantity, will be subject to the same penalties as unauthorized water use from hydrants (see District Regulation 5). All water charges and/or penalties resulting from the actions of the Developer, Developer's contractor, subcontractor, or any affiliates, relating to the tampering of water service and/or theft of water will be billed through the Developers' account. Any damage to the District's existing

water facilities caused by the Developer, contractor, subcontractor, or any affiliates, will be repaired by the District, or a contractor designated by the District, at the Developer's sole cost and expense before water service is provided by the District.

4. **Application for Service** Developer hereby applies for water service, which can be provided by the Facilities described herein, and the capacities secured hereby, in accordance with the District's Regulations as may be amended to the District sole discretion to address imminent health or safety needs as more particularly described in Section 2 above during the course of construction of the Project, performance and provisions of this Agreement.

Subject to the terms of this Agreement, the District agrees to approve the application for water service (New Development) in accordance with the District's Regulations. Such an application shall not be approved if the Facilities deviate from the approved Plans, unless such deviations are approved, in writing, by the District's consulting Engineers.

Developer acknowledges and agrees that the billing rates for water service lie and shall be the sole purview of the District.

5. **Easements and Right of Entry** The Developer will grant to the District all necessary easements for the Facilities on the relevant Project final maps. All such easements or grants to the District shall be clear of title and issues that may result in a loss or impairment of the rights granted to the District for access to the Facilities or any part thereof. If any additional easement, grant of easement, right-of-entry, or related other instrument is required after completion of construction necessary for the District's ownership, operation, maintenance, repair, replacement, or access to the Facilities cannot be recorded until completion of construction or completion of the Project, Developer shall, at Developer's sole cost and expense and without cost to the District, prepare, obtain, execute, deliver, and cause such instrument to be recorded in the Official Records of Contra Costa County promptly following completion of the applicable Facilities and before the District's final acceptance of the Facilities, unless otherwise approved in writing by the District. Developer shall also provide any legal descriptions, plats, title reports, subordinations, acknowledgments, consents, certificates, or other documentation reasonably required to complete such by the District, the County Recorder, the City of Oakley, Contra Costa County, or any other governmental agency having jurisdiction to effectuate such documents recordation. The Developer shall defend, indemnify, and hold the District harmless from any cost, claim, lien, encumbrance, challenge, delay, or expense arising from Developer's failure to timely

provide or record such easement or related instrument.

6. **Notification of Construction Activities** The Developer agrees to notify the District, in writing, within two (2) business days prior to the commencement of construction of any portion of the Facilities. Until such easements have been recorded and until the right-of-way for public streets has been accepted by the appropriate and corresponding governmental agency, the District shall have the right to enter the aforementioned future easement and proposed public street areas within the Developer's Land for the purpose of ascertaining whether the provisions of this Agreement are being implemented.

7. **Project Management Platform** The project will utilize Procore, or such other project management and collaboration system designated by the District, for project documentation and coordination. Developer, Developers' contractors, subcontractors, or any affiliate shall use the platform for project-related documentation, including, without limitation, drawings, submittals, requests for information, tasks, punch lists, inspections coordination, and other project records. Applicable users shall create and maintain a Procore username, email login, and password if they do not already have one. Developer and its contractor shall be responsible for regularly checking, reviewing and complying with updating project documents as they are added to the platform and notifying applicable subcontractors as relevant items are added or updated.

8. **District's Costs** The District's present total estimate of its costs for engineering, inspection, and administration in connection with the installation of the Facilities for the Project is **\$85,000 (Eighty-Five Thousand Dollars)**, which may be amended upon the District's reasonable determination of the need for additional engineering, inspection, and administration services ("Project Costs"). The Developer has heretofore paid **\$30,000 (Thirty Thousand Dollars)** on account thereof ("Developer's Deposit") as a portion of the Project Costs. The Developer shall pay the District the remaining **\$55,000 (Fifty-Five Thousand Dollars)** of the Project Costs upon execution of this Agreement.

If prior to the District's acceptance of the Facilities, the Developer's Deposit on account falls below **\$5,000 (Five Thousand Dollars)** or falls into a negative status, the District shall request additional funds to continue with the Project. The Developer must pay the District the requested amount within fifteen (15) business days. If the requested amount is not received within fifteen (15) business days, the District shall direct the Developer to suspend all work on the Facilities, at which time the Developer will be issued a cease-and-desist order on all Facilities

installation activities. Additionally, the Developer will be charged an interest charge at the current Local Agency Investment Fund rate until the requested Developer's Deposit amount is received and Developer's Deposit account has a positive balance.

Upon completion of the installation of the Facilities or the earlier termination of this Agreement, the District shall determine the remaining balance of the Project Costs account, if any. A Project Balance Report statement shall be given to the Developer and any outstanding amounts due to the District must be received within ten (10) business days of request. If the outstanding balance due is not received within ten (10) business days of request, the District shall charge the Developer an interest charge at the current Local Agency Investment Fund rate until the amount is received. If the Developer's Deposit is in a positive state, the remaining positive balance shall be refunded or credited to the Developer.

The Project Costs shall include, but are not limited to, the salary and benefits earned by each District employee, contract employee, and/or contractor for each hour or fraction of an hour that the employee is engaged in working in connection with the Facilities and/or Project, plus a thirty-two and seven tenths' percent (32.7%) overhead charge. Use of the District's vehicles shall be charged at the current Caltrans equipment rental rates. Services of consulting engineers and/or attorneys shall be charged at cost.

9. **Connection Charges and Additional District Charges** The Developer shall pay the District's connection charges for water services for 50 residential lots, one 1-inch irrigation service, and any other service(s) that may be shown on the Plans. The one 1-inch service for existing church will be paid for by the church, The District's connection charges for a metered water service shall be paid before water service from that meter is requested. Water shall not be furnished to any lot, irrigation, or any other service unless and until the District's connection charges have been paid. Before the installation of any water service that is not shown on the Plans occurs, the connection charges for such water service shall be paid by the Developer. Any charges paid shall be for the charges (fees or rates, as the case may be) in effect on the date of payment.

In addition, water service shall not be furnished to any lot or irrigation service until the Developer provides satisfactory evidence to the District that all facilities reserve charges of Contra Costa Water District have been paid to the extent required of Developer. The Developer is required to contact Contra Costa Water District to determine the amount of all applicable facilities reserve charges.

Any unmetered water used during water quality testing, regardless of quantity, will be billed to the Developers accounts using estimated gallons per AWWA recommended (insert name of chart) (see District Regulation 1 for District Construction rates).

The District shall not impose a connection charge for District potable water meters that are presently on the Developer's Land or are moved to a different location on the Developer's Land.

10. **Performance, Labor and Material Bonds** Prior to commencement of the installation of the Facilities and not later than sixty (60) business days after the date of this Agreement, the Developer shall deliver to the District a corporate surety performance bond reasonably satisfactory to the District in the amount of **\$470,000 (Four Hundred Seventy Thousand Dollars) ("Performance Bond")** and a corporate surety labor and materials bond satisfactory to the District in the amount of **\$235,000 (Two Hundred Thirty-Five Thousand Dollars) ("Payment Bond")**, both covering the Developer's performance of this Agreement. Sureties on the Performance Bond and Payment Bond shall be admitted carriers in the State of California. All costs of the bond premium for the Performance Bond and Payment Bond and all costs for renewals of the Performance Bond and Payment Bond shall be the sole responsibility and liability of the Developer. The parties agree that the provisions of California Government Code Section 66499.7 shall control to allow for release or partial release of any security related to installation of the Facilities, and the District agrees that it will allow for partial release of security in the event of a request by the Developer subject to Section 66499.7.

11. **Building & Grading Permits** The Developer shall, at Developer's sole expense, obtain all building permits and all necessary grading permits for the installation of the Facilities; and thereupon, Developer shall promptly commence the Project within twelve (12) months from the date of this Agreement and diligently prosecute to completion the installation of the Facilities.

12. **Installation of Facilities** The Facilities shall be installed by a contractor licensed by the State of California to install such Facilities, satisfactory to the District. The Facilities must be installed in accordance with said Plans and the District Specifications. The District shall have reasonable discretion in determining the kind and quality of work and materials, provided the Developer shall have the right to install the Facilities that have been approved on the Plans.

As the Project progresses, the District shall have the right to reasonably revise the Plans and the District Specifications to address imminent health and safety issues, as more particularly described in Section 2 above. Any additional Project Costs arising from any such revision of Plans

and District Specifications shall be paid for by the Developer.

Requests for inspections are available on the District's website. Availability of a requested inspection date does not guarantee an inspection will be scheduled. All inspections must be reviewed and confirmed by the District prior to approval within two (2) business days. After-hour inspection requests are subject to availability and additional costs. For circumstances beyond the District's control, such as emergencies, illness, or vacations, no portion of the Facilities shall be covered or obscured until the Facilities have been inspected and approved by the District's inspector. Inspections are not permitted on District-observed holidays.

No paving shall occur until all follow-up water quality testing has been completed and passed, in accordance with District Specifications. The District provides confirmation in writing to the Developer of such completion of the water quality testing. Notwithstanding the foregoing, if the Developer proceeds to pave prior to the District's inspection, the Developer shall proceed at its own risk with the understanding that facilities may need to be replaced/repared at the sole expense of the Developer if water quality testing does not pass.

Storm drains and sewer lines must be installed away from potable water lines as stated in the District Specifications or as deemed reasonably necessary by the District's engineers.

If the Developer has not commenced the construction and installation of the Facilities, for which the Plans have been approved by the District, within three hundred sixty-five (365) consecutive calendar days after the Plans have been approved by the District as stated in Section 3 above, this Agreement shall automatically terminate, unless the Parties mutually agree to an extension of the Agreement term by written amendment, which shall become effective upon approval of the District's duly authorized employee.

13. **Acceptance of Facilities** Upon completion of the installation of the Facilities, the Facilities shall be tested by the District, in accordance with District Specifications, as set forth herein, unless otherwise agreed to in writing between the Parties. Developer may request, in the form of a written letter or email, a final inspection by the District. Within two (2) business days of receipt of the written letter or email request or as soon as reasonably feasible thereafter, the District will commence inspection and testing of the Facilities. If all Facilities are determined by the District to be complete and satisfactory, then the District shall, within two (2) business days or as soon as reasonably feasible thereafter, issue a notice of completion to the Developer and shall timely commence the necessary steps to accept the Facilities. If the District finds that the

Facilities are not complete or satisfactory, then within two (2) business days or as soon as reasonably feasible thereafter, the District shall provide a list of items which the District has found to be incomplete or unsatisfactory with sufficient detail – such as reference to the Plans, applicable Regulations, and the like – to allow the Developer to adequately understand the reason for the incompleteness or unsatisfactory determination such that the Developer may complete and/or correct the Facilities (the “**Punch List**”). Upon completion of the Punch List work, the Developer may request, in the form of a written letter or email, another final inspection by the District, and irrespective of such a request, the District shall have the right to re-test the Facilities. Within two (2) business days of receipt of the written letter or email request or as soon as reasonably feasible thereafter, the District will commence inspection and testing of the Facilities, continuing the process of review until such time as the Facilities are found to be complete and satisfactory by the District such that the District is able to timely commence the process to accept the Facilities. Once the District has determined that the Facilities are complete and satisfactory, the process undertaken by the District to accept the Facilities shall be completed within thirty (30) business days or as soon as reasonably feasible thereafter. No water service shall be furnished to the Developer’s Land until the results of all final tests are satisfactory to the District using reasonable judgment consistent with industry customs and practices.

14. **Resolution of Acceptance** Developer agrees that, upon the acceptance of the Facilities, the Facilities shall become the property of the District, shall be a part of the District’s water system, and shall thereafter be operated and maintained by the District. It is also understood and agreed that Developer hereby disclaims, in favor of the District, all right, title and interest in the Facilities and any appurtenances and easements once accepted by the District; and that Developer hereby covenants and agrees to execute and deliver to the District any documents required to complete the transfer of the Facilities concurrently with the acceptance of the Facilities by the District; and that Developer hereby agrees that Developer will, pending acceptance by the District, complete the Facilities and transfer the same debt-free to the District.

Developer and District agree that the above provisions shall not preclude the use of the on-site Facilities by Developer prior to acceptance by the District, as long as the quality of the water is acceptable to the District pursuant to the District’s Regulations and written approval has been obtained from the District for permission to connect to said Facilities and/or existing facilities. Developer agrees that the use of said Facilities by the Developer, transferee or assignee of

Developer or others within the District, will not and does not constitute acceptance of the Facilities by the District.

15. **Insurance** Before starting the installation of the Facilities, the Developer shall deliver to the District insurance certificates of the Developer and the Developer's underground contractor, as applicable, naming the District, its Directors, officers, attorneys, employees, authorized volunteers, and its consulting engineers, CDM Smith, Inc., as additional insureds and stating that the insurance may not be canceled without 30-business days' prior written notice to the District. The coverages of said insurance shall be not less than the following and shall adhere to the District's current insurance requirements and provisions as per attached Exhibit "B."

Workers' Compensation and Employer's Liability

\$1,000,000 for each occurrence

Comprehensive Auto Liability

\$1,000,000 combined single limit per occurrence for bodily injury and property damage.

Comprehensive General Liability

\$5,000,000 for each occurrence

16. **As-Built Drawings** Upon completion of the installation and prior to the final acceptance of the Facilities by the District, the Developer shall deliver to the District one set of full-size reproducible drawings revised to show As-built conditions of the Facilities. The reproducible set shall be photo quality on plain mylar. Sepia, vellum or diazo mylar are not acceptable. Developer shall also deliver a Portable Document Format (PDF) version of the as-built drawings to the District; and the Global Positioning System (GPS) coordinates of all buried fittings (excluding saddles and corporation stops) and all above ground Facilities as determined by the District in a shapefile data format as defined by Environmental Systems Research Institute, Inc. (ESRI). GPS coordinates of existing water facilities that are exposed during any construction activity shall also be provided. All GPS coordinates shall be within an accuracy of ten (10) centimeters and shall include Latitude, Longitude and Elevation.

17. **Warranty of Facilities/Maintenance of Facilities** The Developer hereby warrants and guarantees the materials and installation of the Facilities for a period of thirty-six (36) months following final acceptance of the Facilities by the District. This guarantee is in addition to any and all other warranties express or implied with respect to the Facilities. In the event that a defect in materials and/or installation of the Facilities is discovered within the above-mentioned time

period, the District may provide notice to the Developer requesting that Developer promptly correct any such defect at the Developer's sole cost, at the earliest possible time.

In the case of an emergency (where immediate action to repair or correct the defect is required), or at the District's option, the District may repair or correct such defect and thereafter bill the Developer for the cost of such maintenance and/or repair. The Developer shall pay to the District on demand, but under no circumstances, no later than 10 (ten) business days after the District's demand, the amount of any costs incurred by the District in replacing, repairing, or maintaining said Facilities as shall be reasonably necessary during the period of thirty-six (36) months following final acceptance thereof by the District ("**Maintenance Costs**").

To secure said Maintenance Costs, the Developer shall, prior to the commencement of any water service through the Facilities, deliver to the District a corporate surety maintenance bond satisfactory to the District in the amount of **\$117,500 (One Hundred Seventeen Thousand Five Hundred Dollars) ("Maintenance Bond")**. All costs of the bond premium for the Maintenance Bond shall be the sole responsibility and liability of the Developer.

18. **Entitlement to Reimbursement** The Facilities include an oversized 12" waterline estimated 1996 LF, within Main Street and Brownstone Road, and as such, the Developer shall be entitled to a reimbursement for the oversized waterline portion of the waterlines in accordance with District Regulation Number 3. The total reimbursement amount is conclusively determined to be **\$183,992 (One Hundred Eighty-Three Thousand Nine Hundred and Ninety-Two Dollars)**. The reimbursement calculation shall include the 50 services in Developer's Land which shall be granted a 50 percent Main Extension Reimbursement Assessment (MERA) fee offset equal to **\$31,149 (Thirty-One Thousand One Hundred and Forty-Nine Dollars)** as shown in the attached Exhibit C.

19. **Obstruction of Water Meters** The Developer shall not cause or permit any water meter on Developer's Land to be obstructed in a manner that interferes with a convenient reading or servicing of the meter by the District. If the obstruction is not immediately removed by the Developer, the obstruction may be removed by the District without prior notice to the Developer and the Developer shall reimburse the District for its costs and expenses thereby incurred as more particularly described in Section 2 above.

20. **Indemnity** The Developer shall indemnify and hold the District, its Directors, officers, contractors, consultants, employees, authorized volunteers, and District's engineers harmless

from all damage, loss, liability, claims, demands, causes of action and judgments of any nature connected in any way with the work of installation of the Facilities and the Project, or with the removal of obstructions of meters (including, without limitation, all damage, loss, liability, claims, demands, causes of action and judgments made, obtained or asserted by any employee of the Developer or any employee of the Developer's agents or contractors), unless caused by the sole negligence or willful misconduct of the District, its Directors, officers, contractors, consultants, employees, authorized volunteers, and District's engineers or for actions involving any public agency which may be involved in land use planning or approvals to which the District is required to indemnify as a part of the development process. The District makes no representation, warranty or guarantee of any kind with respect to the suitability of its water supply for use with, compatibility with, or interaction of its water supply with any materials, components, products or fixtures which are incorporated into or utilized in any improvements upon the real property which is the subject of this Agreement. Developer assumes all risk of, responsibility and liability for and further agrees to fully defend, indemnify and hold harmless the District, its Directors, officers, contractors, consultants, employees, authorized volunteers, and District's engineers with respect to, any and all consequences, conditions, injury, damage, loss or expense, including reasonable attorney's fees, which may arise or are claimed to have arisen as a result of unsuitability of use with, compatibility with, or interaction of District's water supply with any materials, components, products or fixtures which are incorporated into or utilized in any improvements upon the real property which is the subject of this Agreement.

19. **Remedies for Breach** In the event of default or delay on the part of the Developer in making any payment or performing its obligations as set forth in this Agreement, the District shall have the right to refuse to provide water service, and to disconnect and to discontinue water service through the Facilities. The Developer shall inform each person to whom the Developer may sell, lease, transfer or assign any right, title or interest in the Developer's Land of the provisions of this section. In the event of the District or Developer failing to complete its obligations under this Agreement, the District or Developer shall have all rights and remedies available in law and/or equity.

20. **Successors and Assigns** This Agreement shall bind and benefit the successors and assigns of the parties to this Agreement; however, this Agreement shall not be assigned by the Developer without the prior written consent of the District. Prior to any assignment of this

Agreement by Developer, there shall be a complete substitution of all securities required by this Agreement, with the District. Developer shall also inform all future assignees, if any, of the terms and conditions of this Agreement.

21. **Benefits to Run with the Land** The Parties to this Agreement specifically acknowledge and agree that all development approvals made pursuant to this Agreement shall specifically be and run with the Developer's Land. Under no circumstances shall such development approvals or service agreements be severed from such real property. Any attempt to sever such development approvals from Developer's Land shall be void without further action by either party hereto.

22. **Attorneys' Fees** If either party brings an action or a proceeding against the other by reason of default or any term of condition of this Agreement, or otherwise arising out of this Agreement, each party shall bear its own attorneys' fees.

23. **Interpretation** The parties hereto acknowledge and agree that each have been given the opportunity to independently review this Agreement with legal counsel, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of this Agreement.

24. **Applicable Law** The parties hereto understand and agree that the terms of this Agreement and any Exhibits attached hereto have been negotiated and executed within the State of California and shall be governed by and construed under the laws of the State of California. The parties hereto do expressly agree that in the event of a dispute concerning the terms hereof, the venue for any legal action shall be within the appropriate court in the County of Contra Costa, State of California.

25. **Compliance with California Environmental Quality Act** Developer hereby represents and confirms to the District that all actions necessary to comply with the California Environmental Quality Act have been completed, at no expense to the District, with respect to the Developer's Land and Developer's proposed project.

26. **Waiver** Either party to this Agreement may specifically and expressly waive, in writing, the requirements of any portion of this Agreement, or any breach thereof, but no such waiver shall constitute a further or continuing waiver of the obligation of any preceding or succeeding reach of the same or any other provision. A waiving party may, at any time, thereafter, require future compliance by the other party hereto with the provisions that are so waived. The consent of one

party to any acts by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of any party to act, except as otherwise specified in this Agreement. All rights, remedies, undertakings, obligations, covenants, conditions, and agreements contained in this Agreement shall be cumulative, and none of them shall be exclusive of any other.

27. **Notices** Any notice, request, demand, consent, approval or other communication required or permitted hereunder by law, shall be validly given and made only if in writing and delivered in person to an office or duly authorized representative of the party or deposited in the United States mail, first class postage prepaid and addressed to the party for whom intended as follows:

To District:	Diablo Water District Attention: General Manager P.O. Box 127 Oakley, CA 94561-0127
To Developer:	Clyde Miles Construction Co., Inc. Attention: Brandon Miles 1110 Burnett Avenue, Suite C Concord, CA 94520

Any party may, from time to time, by written notice to the other party hereto, designate a different address, which shall be substituted for that above. If any notice or other document is sent by mail as aforesaid, the same shall be deemed fully delivered and received two (2) business days after mailing as provided above.

28. **Amendments** No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by the authorized representatives of both parties hereto.

29. **Captions** The captions contained within this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof.

30. **Entire Agreement** This Agreement contains the entire agreement and understanding concerning the subject matter hereof and supersedes and replaces all prior negotiations and proposed agreements, whether written or oral. Each of the parties hereto acknowledges that no

other party, nor the agents nor the attorneys for any party, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein to induce the execution of this Agreement, and acknowledges that this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein.

31. **Authority of Signatories** The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the party for whom they signed.

DIABLO WATER DISTRICT

**CLYDE MILES CONSTRUCTION CO.,
INC.**

By: _____
Dan Muelrath, General Manager

By: _____
Brandon Miles, Authorized Agent

Attest:

Sandra Leyba, Senior Advanced Planning Analyst

(Attach Notary Statement)

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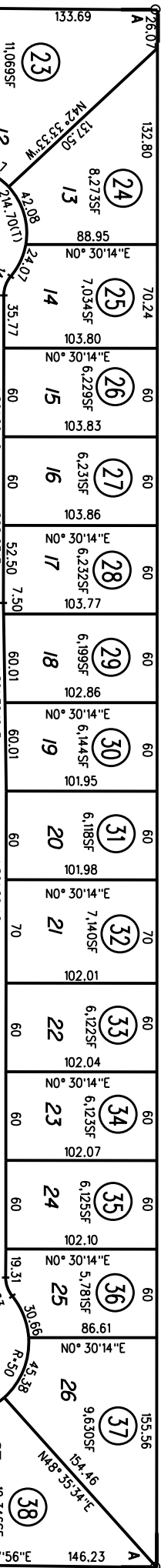
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Construction Service Insurance Requirements

To the extent permitted by law, Contractor shall defend, indemnify and hold harmless Diablo Water District, its directors, officers, employees, and authorized volunteers from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs to defend arising out of the performance of the work described herein, and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of Diablo Water District, its directors, officers, employees, and authorized volunteers.

Contractor shall procure and maintain for the duration of the contract, *and for 10 years thereafter*, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

Coverage - Coverage shall be at least as broad as the following:

1. **General Liability** - Commercial **General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Diablo Water District), or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) with a limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - The Contractor shall provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation** (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of Diablo Water District, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the Named Insured for Diablo Water District; this provision applies regardless of whether or not Diablo Water District has received a waiver of subrogation from the insurer.

4. **Builder's Risk** – (Course of Construction) if necessary- insurance utilizing an “All Risk” (Special Perils) coverage form with limits equal to the completed value of the project and no coinsurance penalty provision. See **Responsibility of Work**
5. **Contractor's Pollution Liability** – (optional: if project involves environmental hazards) with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

If the Contractor maintains broader coverage and or/higher limits than the minimums shown above, Diablo Water District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to Diablo Water District)

Other Required Provisions – The Commercial General Liability, Auto Liability and Contractors Pollution (if necessary) policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Diablo Water District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10 10 01 and CG 20 37 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.
2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Diablo Water District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the Diablo Water District, its directors, officers, employees, and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Diablo Water District.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or equivalent or as otherwise approved by Diablo Water District.

The Contractor agrees and he/she will comply with such provisions before commencing work. All the insurance policies shall be provided on policy forms and through companies satisfactory to Diablo Water District. Diablo Water District reserves

the right to obtain complete, certified copies of all required insurance policies, including the policy declarations page with endorsement numbers. Failure to continually satisfy the Insurance requirements is a material breach of contract.

Responsibility for Work - Until the completion and final acceptance by Diablo Water District of all the work under and implied by this agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

The Contractor shall provide and maintain **builder's risk** (course of construction) or an installation floater (for materials and equipment) covering all risks of direct physical loss, damage or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by Diablo Water District. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The Policy shall be endorsed with Diablo Water District, its directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for Diablo Water District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by Diablo Water District.

Deductibles and Self-Insured Retentions - Insurance deductibles or self-insured retentions must be declared by the Contractor and approved by Diablo Water District. At the election of Diablo Water District, the Contractor shall either cause the insurer to reduce or eliminate such self-insured retentions as respects Diablo Water District, its directors, officers, employees, and authorized volunteers or the Contractor shall provide a financial guarantee satisfactory to Diablo Water District guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Diablo Water District.

Verification of Coverage - Evidence of Insurance. The contractor shall furnish Diablo Water District with copies of certificates and amendatory endorsements effecting coverage required by this contract. All certificates and endorsements are to be received and approved by Diablo Water District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Diablo Water District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages, required by these

specifications, at any time. Failure to continually satisfy the Insurance requirements is a material breach of contract.

Continuation of Coverage - The Contractor shall, upon demand of Diablo Water District deliver evidence of coverage showing continuation of coverage for at least ten (10) years after completion of the project (not applicable to Builders' Risk). Contractor further waives all rights of subrogation under this agreement. When any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured, primary/non-contributory endorsements and evidence of waiver of rights of subrogation against Diablo Water District (for Workers' Compensation) to Diablo Water District at least ten (10) days prior to the expiration date.

Umbrella or Excess Policies

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by Diablo Water District, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Sub-Contractors - In the event that the Contractor employs other Contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above (via CGL endorsement as broad as ISO CG 20 38 04 13). The Contractor shall, upon demand of Diablo Water District, deliver to Diablo Water District copies such policy or policies of insurance and the receipts for payment of premiums thereon.

Other Considerations/Exceptions:

If scope includes Design/Build exposures include:

Professional Liability - with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

Professional Liability maybe Claims Made Policies – include the following provisions.

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of **five (5) years** after completion of contract work.

GENERAL CONDITIONS

Safety - In the performance of this contract the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. Safety precautions shall include adequate life protection and life-saving equipment associated with this project

Contractor must obtain all applicable Division of Occupational Safety and Health (Cal/-OSHA) permit(s) and others required by California Labor Code and California Government Code, prior to the initiation of any practices, work, method, operation, or process related to the work covered in the contract. Permits required by governmental authorities will be obtained at Contractor’s expense.

It is a condition of this contract, and shall be made a condition of each subcontract which the Contractor enters into pursuant to this contract, that the Contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under Cal/OSHA safety and health standards.

The Contractor shall be responsible for safeguarding all utilities, including requirements with GC 4216, Regional Notification Center System “811.”

Exhibit C

Project Information:

Development: Brownstone Subdivision 8803
Estimate Date: 10/30/2025

Engineer's Estimate of Reimbursable Costs							
Description	Estimated Quantity	Unit	Size (inches)	Unit Cost	Development Responsibility	Required for Facilities Plan	Reimbursable Amount
Brownstone Improvement Plans for Subdivision 8803							
12" PVC Pipe (paved conditions) - installed as part of Brownstone Improvement Plans	1996	LF	12	\$436		\$871,239	\$186,641
8" PVC Pipe (paved conditions)	1996	LF	8	\$343	\$684,597		
12" Gate Valve (valve body, gaskets, bolt kits, labor) - installed as part of Brownstone Improvement Plans	6	EA	12	\$9,500		\$57,000	\$21,000
8" Gate Valve/Valve Box/Lid	6	EA	8	\$6,000	\$36,000		
12" Double Offset Steel Pipe - installed as part of Brownstone Improvement Plans	25	LF	12	\$800		\$20,000	\$7,500
8" Double Offset Steel Pipe	25	LF	8	\$500	\$12,500		
TOTALS	4054				\$733,097	\$948,239	\$215,141
Note: Unpaved unit costs are used for new roads and for existing roads where the existing pavement is removed and the streets improved as part of the subdivision improvements.						Total Reimbursable Entitlement	\$215,141
						AMERA Fee Offset*	-\$31,149
						Remaining Reimbursable Amount Due Developer	\$183,992

MERA Fee Offset Calculaton

MERA Fee Schedule	
Due Date	Fees
Brownstone (Subdiv 8803)	
Lots 1 - 50	\$60,600
at \$1,212 per meter	
1 Irrigation Service	\$1,697
at \$1,697 per meter	
Total MERA Fees	\$62,297
*MERA Fee Offset: MERA Fee Offset equals the lesser of 50% of total MERA fees or 50% of Total Reimbursable Entitlement. MERA fee totals are provided by Diablo Water District.	
Total MERA Fees for Brownstone (Subdiv 8803) =	\$62,297
50% of Total MERA Fees =	\$31,149
50% of Total Reimbursable Entitlement =	\$107,571

Reimbursement Schedule

First payment is due in July of each year following acceptance of the facilities by the District.

Annual payment is not to exceed 10% of the remaining reimbursement amount, except that the minimum annual payment shall not be less 10% of remaining reimbursement amount = \$18,399 or min of \$5,000		
Payments are made over a 10-year period, unless eligible amounts are not fully reimbursed at the end of the 10-year period due to		
Date Facilities Accepted: _____		
Note: DWD will assign the due dates when facilities are accepted by District.		
Payments for Remaining Reimbursable Amount	Amount Due	Date Due
Year 1	\$18,399	
Year 2	\$18,399	
Year 3	\$18,399	
Year 4	\$18,399	
Year 5	\$18,399	
Year 6	\$18,399	
Year 7	\$18,399	
Year 8	\$18,399	
Year 9	\$18,399	
Year 10	\$18,399	
Total for Remaining Reimbursable Amount	\$183,990	
Year 11 (if applicable)		
Year 12 (if applicable)		

DIABLO WATER DISTRICT
October 28, 2026 Board Meeting
Item Number 3.F



TO: Each Director

FROM: Dan Muelrath

SUBJECT: Authorization to Execute and Record Quitclaim Deed to include Lot 3 and existing waterline easement with Northpoint Oakley, LLC.

The previously recorded Quitclaim Deed did not include Lot 3, as shown on map entitled "Subdivision 9513 Oakley Logistics Center." The easement now being abandoned was intended to be included as the District no longer has facilities in this area of Lot 3 and does not plan on needing this easement in the future. A new Quitclaim Deed is necessary to address these omissions and ensure District's property interests are properly documented.

RECOMMENDATION:

Authorize the General Manager to execute the Quitclaim Deed.

Dan Muelrath

Dan Muelrath
General Manager

Attachment: Quitclaim Deed for Easement



Recording requested by and
When recorded return to:

Diablo Water District
87 Carol Lane
Oakley, CA 94561

Recorder's Use Only

APN:037-020-027

Exempt from Recording Fees per Government Code §§ 6103, 27383.

QUITCLAIM DEED

(for Easement)

For valid consideration, receipt of which is acknowledged, the undersigned DIABLO WATER DISTRICT, formerly known as OAKLEY WATER DISTRICT, a public agency of the State of California, "Grantor" hereby releases and grants to NP Oakley, LLC a Delaware limited liability company, "Grantee" all of Grantor's rights and interests in the real property, including easements or other property interests, WITHOUT WARRANTY, situated in Contra Costa County, California as described in Attachment "A" attached hereto and incorporated herein.

Dated: _____

GRANTOR:

Diablo Water District

BY _____
Daniel Muelrath
General Manager

GRANTEE:

NP Oakley, LLC a Delaware limited liability company

By: NPD Management, LLC

A Missouri limited liability company, its Manager

BY _____
Nathaniel Hagedorn, Manager

OCTOBER 15, 2026
JOB NO. 1073-010

EXHIBIT A
WATER LINE EASEMENT QUITCLAIM

REAL PROPERTY SITUATE IN THE CITY OF OAKLEY, COUNTY OF CONTRA COSTA,
STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF THE WATER LINE EASEMENT (WLE) WITHIN LOT 3, AS SHOWN ON
THAT CERTAIN MAP ENTITLED "SUBDIVISION 9513 OAKLEY LOGISTICS CENTER",
RECORDED MAY 28, 2020, FILED IN BOOK 543 OF MAPS, AT PAGES 4 THROUGH
10, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY

ATTACHED HERETO IS EXHIBIT B, A PLAT TO ACCOMPANY LEGAL DESCRIPTION,
AND BY THIS REFERENCE MADE A PART HEREOF.

END DESCRIPTION



[Handwritten signature] 10/15/2026

MARK H. WEHBER, P.L.S.
L.S. NO. 7960



PG&E
3839 OR 170

LOT 3
543 M 4

LOT 1
SUBDIVISION 9513
543 M 4

20' WLE QUITCLAIM
543 M 4

EXISTING WLE TO REMAIN
2026-0019094

EXISTING WLE TO REMAIN
2026-0019094

LEGEND

WLE WATER LINE EASEMENT

B.N.S.F. RAILWAY

PARCEL A
543 M 4

EXHIBIT B
PLAT TO ACCOMPANY LEGAL DESCRIPTION

WATER LINE EASEMENT QUITCLAIM
PORTION OF LOT 3 - SUBDIVISION 9513 (543 M 4)
CITY OF OAKLEY, CONTRA COSTA COUNTY, CALIFORNIA

OCTOBER 15, 2026

SHEET 1 OF 1



CIVIL ENGINEERS • SURVEYORS • PLANNERS

SAN RAMON • (925) 866-0322
SACRAMENTO • (916) 375-1877
WWW.CBANDG.COM

DIABLO WATER DISTRICT
October 28, 2026 Board Meeting
Item Number 4



TO: Each Director

FROM: Jennifer McCoy, Finance & Accounting Manager

SUBJECT: Financial Reports.

Items included for discussion:

- Warrant Register Number:
 - 2026-9
 - ACH and Wire Transactions – September 2026

- Payable items \$125,000 or more, explained in more detail:
 - CCWD - \$677,507.27 – Water Purchases (July Water)
 - CCWD - \$217,433.00 – RBWTP Operating Costs (August)
 - District - \$2,675,000 – Transfer large portion of BMO balance to Five Star Bank
 - CCWD - \$734,348.67 – Water Purchases (August Water)
 - CCWD - \$217,433.00 – RBWTP Operating Costs (September)

- Monthly Financial Statements
 - August 2026 Report

RECOMMENDATION:

Approve warrant register 2026-9, ACH and Wire transactions for September 2026 and Monthly Financial Reports for August 2026.

Jennifer McCoy

Jennifer McCoy
Finance & Accounting Manager

Attachments: Warrant Register 2026-9
ACH and Wire Transactions for September 2026
Monthly Financial Report August 2026



DIABLO WATER DISTRICT
Warrant Register 2026 - 9
October 28, 2026



<u>Check Numbers</u>	<u>Detail</u>	<u>Amount</u>
September AP Checks 1219 - 1282	See Detail Check Register	1,377,541.75
September AP Checks 60131	See Detail Check Register	2,675,000.00
September AP Checks 1283 - 1337	See Detail Check Register	243,898.13
September Utility Billing Refund Checks 1338 - 1359	See Detail Check Register	1,825.23
September AP Checks 1360 - 1410	See Detail Check Register	1,269,889.55
Payroll Direct Deposit Employees	September Payroll Direct Deposit	247,604.37
September Payroll Check 1411	See Detail Check Register	215.87
TOTAL WARRANTS		5,815,974.90

The foregoing Accounts Payable Warrants 1219 through 1411 and 60131, payroll for September 2026, Federal, State Income Taxes withheld and retirement are hereby approved for payment.

General Manager

Director

Director

Director

Director

Director

Signatures Required: General Manager and minimum of three (3) Directors



Diablo Water District, CA

Packet: APPKT01158 - AUGUST 2026 WARRANTS 8-31-26 LP

Check Register

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: FIVE STAR AP-FIVE STAR AP Bank						
CCCEFCU0	1st NORTHERN CA	09/02/2026	Regular	0.00	3,000.00	1219
ACCBUSINESS	ACC BUSINESS	09/02/2026	Regular	0.00	608.78	1220
ACWAHPIT	ACWA/JPIA	09/02/2026	Regular	0.00	69,442.61	1221
AD SEENO	AD SEENO CONSTRUCTION CO.	09/02/2026	Regular	0.00	3,310.44	1222
ABM	ANTIOCH BUILDING MATERIAL	09/02/2026	Regular	0.00	2,217.13	1223
AT&T	AT&T	09/02/2026	Regular	0.00	235.86	1224
AT&TUVRS	AT&T	09/02/2026	Regular	0.00	216.95	1225
AALR&R	ATKINSON, ANDELSON, LOYA, RUUD	09/02/2026	Regular	0.00	4,323.38	1226
BAYAREA	BAY AREA AIR QUALITY ATT: ACCOU	09/02/2026	Regular	0.00	5,362.00	1227
BACC	BAY AREA COATING CONSULTANTS I	09/02/2026	Regular	0.00	2,500.00	1228
BIGBLUMB	BIG "B" LUMBERTERIA INC	09/02/2026	Regular	0.00	230.57	1229
BIGBOY	BIG BOY WRAPS	09/02/2026	Regular	0.00	2,469.38	1230
BLH	BLH CONSTRUCTION	09/02/2026	Regular	0.00	1,931.51	1231
BRENNTAG	BRENNTAG PACIFIC, LLC	09/02/2026	Regular	0.00	4,107.15	1232
BW AUTO01	BRENTWOOD AUTO PARTS INC	09/02/2026	Regular	0.00	284.69	1233
BSSM	BUILDING SERVICES SYSTEM MAINTI	09/02/2026	Regular	0.00	2,215.00	1234
CALSTAR	CAL STAR SYSTEMS SUPPLY	09/02/2026	Regular	0.00	5,101.34	1235
CDM01	CDM SMITH	09/02/2026	Regular	0.00	30,169.97	1236
CITYOFBW	CITY OF BRENTWOOD	09/02/2026	Regular	0.00	4,571.59	1237
COMCAST2	COMCAST	09/02/2026	Regular	0.00	366.57	1238
CCWD01	CONTRA COSTA WATER DIST	09/02/2026	Regular	0.00	677,507.27	1239
CCWD-RB	CONTRA COSTA WATER DIST	09/02/2026	Regular	0.00	217,433.00	1240
CORE&MAIN	CORE & MAIN	09/02/2026	Regular	0.00	773.37	1241
COUNTY ASPHALT	COUNTY ASPHALT LLC	09/02/2026	Regular	0.00	1,337.63	1242
CROWN	CROWN CASTLE USA INC.	09/02/2026	Regular	0.00	309.89	1243
DELTA	DELTA FENCE, INC	09/02/2026	Regular	0.00	268.61	1244
DMB	DMB DEVELOPMENT	09/02/2026	Regular	0.00	475.73	1245
DUBOIS	DUBOIS CHEMICALS INC	09/02/2026	Regular	0.00	514.60	1246
FRISCH	FRISCH ENGINEERING INC	09/02/2026	Regular	0.00	3,460.00	1247
HARRING	HARRINGTON IND PLASTICS	09/02/2026	Regular	0.00	278.45	1248
USABLUE	HD SUPPLY FACILITIES MAIN	09/02/2026	Regular	0.00	1,524.37	1249
HILLCHEM	HILL BROTHERS CHEMICAL CO	09/02/2026	Regular	0.00	1,219.97	1250
HOMEDEPOT	HOME DEPOT CREDIT SERVICES	09/02/2026	Regular	0.00	125.05	1251
INFOSEND	INFOSEND	09/02/2026	Regular	0.00	350.88	1252
IRONHOUS	IRONHOUSE SANITARY DIST.	09/02/2026	Regular	0.00	7,910.10	1253
GRAHEK	JAMES GRAHEK	09/02/2026	Regular	0.00	180.00	1254
REED	JARED REED TRUCKING	09/02/2026	Regular	0.00	14,882.17	1255
KONICA	KONICA MINOLTA BUSINESS	09/02/2026	Regular	0.00	21,040.13	1256
LUHSD	LIBERTY UNION HIGH SCHOOL DISTR	09/02/2026	Regular	0.00	4,508.63	1257
LINE-X KUSTOMS	LINE-X KUSTOMS	09/02/2026	Regular	0.00	648.13	1258
LOWES	LOWE'S	09/02/2026	Regular	0.00	394.91	1259
MUNCPA	MANN, URRUTIA, NELSON CPA	09/02/2026	Regular	0.00	15,000.00	1260
MCCAULEY	MCCAULEY AGRICULTURAL & PEST S	09/02/2026	Regular	0.00	300.00	1261
BARNES	MICHAEL BARNES	09/02/2026	Regular	0.00	3,109.35	1262
MILIBAND	MILIBAND WATER LAW	09/02/2026	Regular	0.00	14,335.00	1263
NATIONALTRENCH	NATIONAL TRENCH SAFETY	09/02/2026	Regular	0.00	3,711.92	1264
PACG&E01	PACIFIC GAS & ELECTRIC CO	09/02/2026	Regular	0.00	40,940.16	1265
PLATT	PLATT	09/02/2026	Regular	0.00	4,702.44	1266
POLY	POLY PROCESSING CO LLC	09/02/2026	Regular	0.00	8,955.60	1267
PONDEROSA	PONDEROSA HOMES	09/02/2026	Regular	0.00	7,622.86	1268
PROVANTAGE	PROVANTAGE LLC	09/02/2026	Regular	0.00	2,549.34	1269
BAYAREA1	ROADSAFE TRAFFIC SYSTEMS	09/02/2026	Regular	0.00	312.51	1270
STALLS	STALLS & STRIPES	09/02/2026	Regular	0.00	31,080.00	1271
STANDINS	STANDARD INSURANCE CO	09/02/2026	Regular	0.00	4,217.86	1272

Check Register

Packet: APPKT01158-AUGUST 2026 WARRANTS 8-31-26 LP

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
AWP	STATEWIDE TRAFFIC SAFETY & SIGN:	09/02/2026	Regular	0.00	42,113.75	1273
SUSTAINABLE	SUSTAINABLE CONTRA COSTA	09/02/2026	Regular	0.00	3,000.00	1274
EARTH PARTNERS	THE EARTH PARTNERS, LLC	09/02/2026	Regular	0.00	84,000.00	1275
UNDERGROUND	UNDERGROUND REPUBLIC WATER V	09/02/2026	Regular	0.00	2,217.69	1276
VERIZON	VERIZON WIRELESS	09/02/2026	Regular	0.00	4,402.19	1277
VIKINGSHRED	VIKING SHRED	09/02/2026	Regular	0.00	70.99	1278
VISIONSR	VISION SERVICE PLAN	09/02/2026	Regular	0.00	782.70	1279
WATERSAV	WATERSAVERS IRRIGATION	09/02/2026	Regular	0.00	156.33	1280
WEX BANK - CHEVRON	WEX BANK	09/02/2026	Regular	0.00	6,131.53	1281
ZIRKLE	ZIRKLE ENGRAVING	09/02/2026	Regular	0.00	21.72	1282

Bank Code FIVE STAR AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	96	64	0.00	1,377,541.75
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	96	64	0.00	1,377,541.75



Diablo Water District, CA

Check Register

Packet: APPKT01161 - BMO TRSF TO FS 9-2-26 LP

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: BMO AP Bank -BMO AP Bank						
DWPYRLTX	DIABLO WATER DISTRICT	09/02/2026	Regular	0.00	2,675,000.00	60131

Bank Code BMO AP Bank Summary				
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	2,675,000.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	2,675,000.00



Diablo Water District, CA

Packet: APPKT01172 - SEPTEMBER 2026 WARRANTS - 09-10-26 - SP

Check Register

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: FIVE STAR AP-FIVE STAR AP Bank						
AANTEX01	AANTEX PEST CONTROL	09/10/2026	Regular	0.00	150.00	1283
ALLSTAR1	ALL STAR RENTS	09/10/2026	Regular	0.00	146.91	1284
ALTAMONT	ALTAMONT LANDSCAPE INC	09/10/2026	Regular	0.00	2,047.00	1285
AMAZON	AMAZON CAPITAL SERVICES	09/10/2026	Regular	0.00	1,965.30	1286
	Void	09/10/2026	Regular	0.00	0.00	1287
ABM	ANTIOCH BUILDING MATERIAL	09/10/2026	Regular	0.00	2,161.41	1288
AQUA	AQUA METRIC	09/10/2026	Regular	0.00	12,759.43	1289
AALR&R	ATKINSON, ANDELSON, LOYA, RUUD	09/10/2026	Regular	0.00	3,122.44	1290
BAYAREA	BAY AREA AIR QUALITY ATT: ACCOU	09/10/2026	Regular	0.00	571.00	1291
BAYWORK	BAYWORK	09/10/2026	Regular	0.00	843.00	1292
BIGBLUMB	BIG "B" LUMBERTERIA INC	09/10/2026	Regular	0.00	90.45	1293
BRENTACE	BRENTWOOD ACE HARDWARE	09/10/2026	Regular	0.00	31.62	1294
BWAUTO01	BRENTWOOD AUTO PARTS INC	09/10/2026	Regular	0.00	336.89	1295
BSSM	BUILDING SERVICES SYSTEM MAINT	09/10/2026	Regular	0.00	2,215.00	1296
CALSTAR	CAL STAR SYSTEMS SUPPLY	09/10/2026	Regular	0.00	3,186.38	1297
CALRUWAA	CALIFORNIA RURAL WATER	09/10/2026	Regular	0.00	1,745.00	1298
CDM01	CDM SMITH	09/10/2026	Regular	0.00	48,577.27	1299
CDM01	CDM SMITH	09/10/2026	Regular	0.00	19,480.04	1300
CITYOFBW	CITY OF BRENTWOOD	09/10/2026	Regular	0.00	131.90	1301
CCWD-RB	CONTRA COSTA WATER DIST	09/10/2026	Regular	0.00	14,569.24	1302
COMCOL01	CREDIT CONSULTING SER INC	09/10/2026	Regular	0.00	548.90	1303
CSSF	CYPRESS SELF STORAGE FACILITY	09/10/2026	Regular	0.00	2,551.57	1304
BOWERS01	DANNY BOWERS	09/10/2026	Regular	0.00	255.18	1305
DATA INSTINCTS	DATA INSTINCTS	09/10/2026	Regular	0.00	4,620.00	1306
DELTA	DELTA FENCE, INC	09/10/2026	Regular	0.00	331.69	1307
EBERT	EBERT ENTERPRISES, INC	09/10/2026	Regular	0.00	8,883.56	1308
EKIENVIR	EKI ENVIRONMENT & WATER	09/10/2026	Regular	0.00	9,174.10	1309
GALLAGHER	GALLAGHER	09/10/2026	Regular	0.00	8,140.00	1310
NEOGOV	GOVERNMENTJOBS.COM, INC	09/10/2026	Regular	0.00	948.28	1311
GRAINGER	GRAINGER	09/10/2026	Regular	0.00	123.71	1312
HARRING	HARRINGTON IND PLASTICS	09/10/2026	Regular	0.00	1,020.46	1313
HILLCHEM	HILL BROTHERS CHEMICAL CO	09/10/2026	Regular	0.00	256.01	1314
HOMEDEPOT	HOME DEPOT CREDIT SERVICES	09/10/2026	Regular	0.00	246.85	1315
INSIGHT	INSIGHT PUBLIC SECTOR, INC	09/10/2026	Regular	0.00	235.39	1316
KONICA	KONICA MINOLTA BUSINESS	09/10/2026	Regular	0.00	265.66	1317
MARTELL	MARTELL WATER SYSTEMS	09/10/2026	Regular	0.00	3,105.77	1318
MCCAULEY	MCCAULEY AGRICULTURAL & PEST S	09/10/2026	Regular	0.00	600.00	1319
YERAKA	MIKE YERAKA	09/10/2026	Regular	0.00	255.18	1320
MILIBAND	MILIBAND WATER LAW	09/10/2026	Regular	0.00	25,833.50	1321
OAKDISPO	MT DIABLO	09/10/2026	Regular	0.00	662.59	1322
NATSAFCO	NATIONAL SAFETY COUNCIL	09/10/2026	Regular	0.00	549.00	1323
PAPE	PAPE MACHINERY, INC.	09/10/2026	Regular	0.00	19,055.57	1324
PURPOSE BUILT	PURPOSE BUILT TRADE CO	09/10/2026	Regular	0.00	347.96	1325
QUADIENT FINANCE	QUADIENT FINANCE USA, INC	09/10/2026	Regular	0.00	500.00	1326
RIVER	RIVER DELTA CONSULTING	09/10/2026	Regular	0.00	4,569.60	1327
BAYAREA1	ROADSAFE TRAFFIC SYSTEMS	09/10/2026	Regular	0.00	599.46	1328
ROYALBRS	ROYAL BRASS INC	09/10/2026	Regular	0.00	2,065.48	1329
SABRE1	SABRE BACKFLOW, INC	09/10/2026	Regular	0.00	1,127.52	1330
SCHEER	SCHEER SECURITY	09/10/2026	Regular	0.00	1,062.99	1331
STAPLES	STAPLES CREDIT PLAN	09/10/2026	Regular	0.00	569.60	1332
EARTH PARTNERS	THE EARTH PARTNERS, LLC	09/10/2026	Regular	0.00	28,000.00	1333
UNDERGROUND	UNDERGROUND REPUBLIC WATER V	09/10/2026	Regular	0.00	2,136.07	1334
VANDER	VAN DERMYDEN MAKUS LAW CORP	09/10/2026	Regular	0.00	617.00	1335
VIKINGSHRED	VIKING SHRED	09/10/2026	Regular	0.00	70.99	1336

Check Register

Packet: APPKT01172-SEPTEMBER 2026 WARRANTS - 09-10-26 - SP

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
WATERSAV	WATERSAVERS IRRIGATION	09/10/2026	Regular	0.00	438.21	1337

Bank Code FIVE STAR AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	77	54	0.00	243,898.13
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	77	55	0.00	243,898.13



Diablo Water District, CA

Refund Check Register

Refund Check Detail

UBPKT08187 - September 2026 Refunds

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
103-03091-02	CROSKEY REAL ESTATE INC	9/10/2026	1338	44.52			44.52	Refund
104-05720-07	PULOS, KAREN	9/10/2026	1339	83.91			83.91	Refund
104-05957-05	MAXWELL, HEAVEN	9/10/2026	1340	134.85			134.85	Refund
105-02026-01	INC., ALPINE HOLDINGS,	9/10/2026	1341	38.75			38.75	Refund
105-06725-05	LLOYD, RICHARD	9/10/2026	1342	14.01			14.01	Refund
106-00048-06	YEN, TIMOTHY	9/10/2026	1343	62.51			62.51	Refund
107-05569-04	MEDINA, MONSERRAT AND MIGUEL A ESC	9/10/2026	1344	69.23			69.23	Refund
109-12416-04	MITCHELL, MIGUEL	9/10/2026	1345	89.02			89.02	Refund
110-04125-02	WONG, TSZ HO	9/10/2026	1346	182.23			182.23	Refund
114-06887-02	SCHMIDT, TIFFANY	9/10/2026	1347	160.99			160.99	Refund
118-04999-05	MCCARRAN, PATRICK	9/10/2026	1348	52.84			52.84	Refund
118-07039-04	DAI, YU CHUN	9/10/2026	1349	51.22			51.22	Refund
119-01482-04	ALTAMIRANO, BRITTNEY	9/10/2026	1350	25.86			25.86	Refund
119-02805-06	ANGELES, AMANDA	9/10/2026	1351	187.75			187.75	Refund
125-03999-01	ZWIEFELHOFER, TINA	9/10/2026	1352	89.07			89.07	Refund
126-08833-07	ESPINOZA, LUIS ANGEL & MISTY PANTOJA	9/10/2026	1353	127.80			127.80	Refund
128-09618-02	CONNELL, PAUL	9/10/2026	1354	56.42			56.42	Refund
128-09701-05	SNEAD, CICELY	9/10/2026	1355	25.90			25.90	Refund
137-13623-04	CAMARILLO, NECO	9/10/2026	1356	147.36			147.36	Refund
138-12830-04	ANCHETA, XENLY	9/10/2026	1357	67.58			67.58	Refund
139-13363-03	ABDALLA, MOHAMED	9/10/2026	1358	23.53			23.53	Refund
999-08642-04	STURGILL, KATHY	9/10/2026	1359	89.88			89.88	Refund
Total Refunds: 22			Total Refunded Amount:	1,825.23				

Revenue Code Summary

Revenue Code	Amount
996 - Unapplied Credits	1735.35
997 - Knightsen Credit Balances	89.88
Revenue Total:	1825.23



Diablo Water District, CA

Check Register

Packet: APPKT01182 - SEPTEMBER 2026 WARRANTS - 09/29/26 - SP

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: FIVE STAR AP-FIVE STAR AP Bank						
CCCEFCU0	1st NORTHERN CA	09/29/2026	Regular	0.00	3,000.00	1360
AANTEX01	AANTEX PEST CONTROL	09/29/2026	Regular	0.00	150.00	1361
ACCBUSINESS	ACC BUSINESS	09/29/2026	Regular	0.00	608.78	1362
ACWAHPIT	ACWA/JPIA	09/29/2026	Regular	0.00	81,095.18	1363
ALLBAY	ALL BAY ANSWERING SERVICE	09/29/2026	Regular	0.00	486.00	1364
AMAZON	AMAZON CAPITAL SERVICES	09/29/2026	Regular	0.00	1,210.75	1365
AQUA	AQUA METRIC	09/29/2026	Regular	0.00	9,989.63	1366
CALNET	AT&T	09/29/2026	Regular	0.00	485.60	1367
AT&TUVRS	AT&T	09/29/2026	Regular	0.00	216.95	1368
AT&T MOB	AT&T MOBILITY	09/29/2026	Regular	0.00	34.57	1369
BIGBOY	BIG BOY WRAPS	09/29/2026	Regular	0.00	2,469.38	1370
BWAUTO01	BRENTWOOD AUTO PARTS INC	09/29/2026	Regular	0.00	72.08	1371
CCCERA	CCC EMPLOYEES' RETIREMENT ASSO	09/29/2026	Regular	0.00	350.00	1372
CCCFLOOD	CCC FLOOD CONTROL & WATER CON	09/29/2026	Regular	0.00	1,000.00	1373
CDM01	CDM SMITH	09/29/2026	Regular	0.00	2,982.32	1374
CDM01	CDM SMITH	09/29/2026	Regular	0.00	1,014.54	1375
COMCAST2	COMCAST	09/29/2026	Regular	0.00	366.57	1376
CCWD01	CONTRA COSTA WATER DIST	09/29/2026	Regular	0.00	734,348.67	1377
CCWD-RB	CONTRA COSTA WATER DIST	09/29/2026	Regular	0.00	217,433.00	1378
CORE&MAIN	CORE & MAIN	09/29/2026	Regular	0.00	22.09	1379
CTECAL	CTE CAL, INC	09/29/2026	Regular	0.00	1,434.00	1380
EKIENVIR	EKI ENVIRONMENT & WATERM INC.	09/29/2026	Regular	0.00	3,734.46	1381
EXELE	EXELE INFORMATION SYSTEMS, INC.	09/29/2026	Regular	0.00	599.25	1382
FAIRVIEW	FAIRVIEW HEATING & AIR CONDITIO	09/29/2026	Regular	0.00	240.00	1383
GRAINGER	GRAINGER	09/29/2026	Regular	0.00	1,123.88	1384
HANSON	HANSON BRIDGETT LLP	09/29/2026	Regular	0.00	3,117.00	1385
HARRING	HARRINGTON IND PLASTICS	09/29/2026	Regular	0.00	1,312.64	1386
HOMEDEPOT	HOME DEPOT CREDIT SERVICES	09/29/2026	Regular	0.00	4,657.76	1387
INFOSEND	INFOSEND	09/29/2026	Regular	0.00	6,893.07	1388
KB HOME	KB HOME	09/29/2026	Regular	0.00	14,689.56	1389
KONICA	KONICA MINOLTA BUSINESS	09/29/2026	Regular	0.00	265.66	1390
KUTCH	KUTCH MOBILE SERVICE	09/29/2026	Regular	0.00	856.34	1391
LESSCHW1	LES SCHWAB TIRE CENTER	09/29/2026	Regular	0.00	2,586.85	1392
LINE-X KUSTOMS	LINE-X KUSTOMS	09/29/2026	Regular	0.00	11,084.95	1393
LUHDORFF	LUHDORFF & SCALMANINI,	09/29/2026	Regular	0.00	4,627.50	1394
MCCAULEY	MCCAULEY AGRICULTURAL & PEST S	09/29/2026	Regular	0.00	300.00	1395
OAKDISPO	MT DIABLO	09/29/2026	Regular	0.00	90.75	1396
OKLYACE	OAKLEY ACE HARDWARE	09/29/2026	Regular	0.00	788.46	1397
	Void	09/29/2026	Regular	0.00	0.00	1398
PACG&E01	PACIFIC GAS & ELECTRIC CO	09/29/2026	Regular	0.00	35,772.04	1399
PURPOSE BUILT	PURPOSE BUILT TRADE CO	09/29/2026	Regular	0.00	449.07	1400
RIVER	RIVER DELTA CONSULTING	09/29/2026	Regular	0.00	1,187.50	1401
STANDINS	STANDARD INSURANCE CO	09/29/2026	Regular	0.00	4,099.05	1402
TYLERTEC	TYLER TECHNOLOGIES INC	09/29/2026	Regular	0.00	99,115.34	1403
IRS	UNITED STATES TREASURY	09/29/2026	Regular	0.00	2,476.58	1404
VERIZON	VERIZON WIRELESS	09/29/2026	Regular	0.00	4,840.49	1405
VIKINGSHRED	VIKING SHRED	09/29/2026	Regular	0.00	70.99	1406
VSP	VISION SERVICE PLAN	09/29/2026	Regular	0.00	756.61	1407
WEX BANK - CHEVRON	WEX BANK	09/29/2026	Regular	0.00	4,397.63	1408
WHITE CAP	WHITE CAP, L.P.	09/29/2026	Regular	0.00	964.29	1409

Check Register

Packet: APPKT01182-SEPTEMBER 2026 WARRANTS - 09/29/26 - SP

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
ZIRKLE	ZIRKLE ENGRAVING	09/29/2026	Regular	0.00	21.72	1410

Bank Code FIVE STAR AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	63	50	0.00	1,269,889.55
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	63	51	0.00	1,269,889.55



Diablo Water District, CA

Payroll Check Register

Checks

Pay Period: 8/27/2026-9/26/2026

Packet: PYPKT00687 - SEPTEMBER 2026 PAYROLL 9-29-26 LP

Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Check Type	Date	Amount	Number
TIERNAN, MARILYN M	157	Regular	09/30/2026	215.87	1411



Diablo Water District, CA

Payroll Check Register

Direct Deposits

Pay Period: 8/27/2026-9/26/2026

Packet: PYPKT00687 - SEPTEMBER 2026 PAYROLL 9-29-26 LP

Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Date	Amount	Number
ALVARADO, HECTOR A	A85	09/30/2026	5,802.99	63
ALVARADO, HECTOR A	A85	09/30/2026	661.44	63
ALVARADO, HECTOR A	A85	09/30/2026	150.00	63
CRAWFORD, CHAD D	C09	09/30/2026	8,178.83	64
COZART, LORI	C74	09/30/2026	4,677.97	65
CARRANZA GUTIERREZ, EDUARDO	C93	09/30/2026	6,730.80	66
CASTILLO, JORDAN	C94	09/30/2026	5,562.14	67
DEJESUS, HUNTER J	D10	09/30/2026	8,510.17	68
FORD, WILLOW	F01	09/30/2026	500.00	69
FORD, WILLOW	F01	09/30/2026	6,030.66	69
GONZALEZ, JORGE R	G17	09/30/2026	14,793.04	70
GROOVER, MATTHEW J	G21	09/30/2026	6,551.44	71
GONZALES, SOPHIA M	G91	09/30/2026	11,441.62	72
HERRERA, JOHN P	H02	09/30/2026	7,304.35	73
IMMEKUS, KARRYN K	I82	09/30/2026	4,917.80	74
KOVALICK, JOSEPH A	K01	09/30/2026	369.40	75
KNIGHT, KATHLEEN M	K24	09/30/2026	11,923.45	76
McCOY, JENNIFER	L21	09/30/2026	15,051.35	77
LIRA, MICHAEL	L28	09/30/2026	11,590.24	78
LEYBA, SANDRA	L85	09/30/2026	9,441.53	79
MENDOZA MENDOZA, ATANACIO	M20	09/30/2026	8,946.90	80
MILINA, CHERI	M21	09/30/2026	8,565.84	81
MUELRATH, DANIEL B	M22	09/30/2026	19,053.44	82
MOATS, CONAN R	M74	09/30/2026	184.70	83
PADILLA, GINO L	P02	09/30/2026	7,120.22	84
PLOWMAN, SHELBY	P24	09/30/2026	6,852.79	85
POSADA, LAUREN A	P89	09/30/2026	8,810.07	86
BALESTERI, REBECCA	R20	09/30/2026	7,950.63	87
ROMERO, LUIS J	R22	09/30/2026	9,748.99	88
ROSALES, PAOLA	R94	09/30/2026	6,073.82	89
SORIANO, TATIANA S	S01	09/30/2026	1,653.59	90
SEGER, PAUL S	S65	09/30/2026	230.87	91
SHAW, JASON R	S74	09/30/2026	277.05	92
VELAZQUEZ, CAMILO R	V01	09/30/2026	8,355.12	93
WEAVER, WAYNE A	W27	09/30/2026	13,591.12	94



Diablo Water District, CA

Payroll Check Register Report Summary

Pay Period: 8/27/2026-9/26/2026

Packet: PYPKT00687 - SEPTEMBER 2026 PAYROLL 9-29-26 LP

Payroll Set: Payroll Set 01 - 01

Type	Count	Amount
Regular Checks	1	215.87
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	35	247,604.37
Total	36	247,820.24

DIABLO WATER DISTRICT
Banking Activity for September 2026
October 28, 2026



TRANSACTION TYPE	DATE	PAYABLE TO	DESCRIPTION	AMOUNT
Electronic Debit	09/02/26	Global Payments	Credit Card Processing Fees - Open Edge (August 2026)	22,511.61
Electronic Debit	09/03/26	CalPERS	CalPERS Retirement Contributions - August 2026 Payroll	74,390.34
Electronic Debit	09/04/26	US Bank	August 2026 Credit Card Payment	13,516.33
Electronic Debit	09/04/26	CalPERS	SIP 457 Deferred Comp - August 2026 Payroll Deductions	7,667.41
Electronic Debit	09/16/26	US Bank	September 2026 Credit Card Payment	21,313.23
Electronic Debit	09/16/26	CalPERS	SSA Annual Administrative Fee	90.00
Electronic Debit	09/23/26	Garda	Armored Change Order	1,078.00
Electronic Debit	09/28/26	CalPERS	CalPERS - GASB 68 Reporting Fee	350.00
Electronic Debit	09/30/26	IRS	September 2026 Payroll Taxes (Fed/Medi/SS)	92,378.89
Electronic Debit	09/30/26	DWD Direct Deposit	Payroll September 2026 - Direct Deposit (See Warrant Reg)	247,604.37
TOTAL ACTIVITY				480,900.18

The above Banking Transactions for September 2026 were given to the Board of Directors for their review
as part of the October 28, 2026 Board Meeting.

Jennifer McCoy

Jennifer McCoy
Finance & Accounting Manager

10/1/2026

Date

DIABLO WATER DISTRICT
MONTHLY FINANCIAL REPORT
FOR PERIOD AUGUST 1, 2026 TO AUGUST 31, 2026



Balance as of July 31, 2026		<u>\$26,998,284.86</u>
Receipts, August 2026		
Operating	2,569,592.18	
Non-Operating (MERA, Admin, Inspection & Eng Fees & Contract Services)	138,784.92	
Facilities Reserve	330,591.25	
Interest		
General	22,109.38	
MERA	1,623.01	
Facilities Reserve	14,660.36	
Investment activity (+ or -)	14,179.18	
Disbursements, August 2026		
Operating	(817,630.88)	
Facilities Reserve	(119,357.11)	
Quarterly Bank Analysis Charges	0.00	
Balance as of August 31, 2026		<u>\$29,152,837.15</u>

FUNDS		AMOUNT
(as of close of business on August 31, 2026)		
District General Fund		10,429,805.45
Restricted funds		
2019 Series Held in Trust by US Bank		0.00
2022 Loan Project Funds - LAIF Account		0.00
2026 Series Held in Trust by US Bank		5,595,393.65
Facilities Reserve (AB-1600 Requirements)		7,988,837.48
Designated Funds		
Rate Stabilization Fund (Target \$1M)		1,000,000.00
Reserve Fund - Capital Reserve (Target \$2M by 2027)		2,000,000.00
Reserve Fund - Emergency Reserve (Target \$3M by 2033)		0.00
Main Extension Reimbursement (MERA)		896,682.18
Knightsen Well System (M25)		48,383.60
Willow Park Marnia Well System (M27)		107,295.96
Customer Deposits		388,070.00
Developer Admin, Inspection & Eng Deposit Totals		100,911.08
Current Active Projects	\$ 94,548.59	
Archived Projects	\$ -	
Projects on Hold	\$ 70,762.41	
Closing out Projects	\$ (64,399.92)	
Subdivision #4990 Phase 3 Bond Deposit		300,000.00
51 Carol Lane Performance Bond		105,000.00
Substandard Street Deposit		
Future Relocation of Bethel Island Road Offsite Waterline		192,000.00
District's Portion of Investment		457.75
TOTAL		<u>\$29,152,837.15</u>

DIABLO WATER DISTRICT
MONTHLY FINANCIAL REPORT
FOR PERIOD AUGUST 1, 2026 TO AUGUST 31, 2026
PAGE 2

INVESTMENTS/BANK ACCOUNTS
(as of close of business on August 31, 2026)

INSTITUTION	PAR VALUE	RATE OF INTEREST	MARKET VALUE
California Local Agency Investment Fund *		3.863	8,989,043.31
BMO, General Checking Account *			2,683,276.07
Five Star Bank - General Operating Account			5,035,633.94
US Bank - 298466000 <i>Held US Bank</i> - Value with Interest Earnings/COP 2026			5,595,393.65
US Bank 298466001 (Green Bonds) Project Fund - Series 2026	5,595,339.24	Varies	
US Bank 298466002 (Green Bonds) Certificate Payment Fund - Series 2026	54.41	Varies	
MBS RMB-028036 <i>Held Bank of New York</i> - Value with Interest Earnings			6,849,490.18
MD 11/27/26 052392CC9 Austin Telco Fed Cr Un Tex Sc/CD	200,000.00	5.05	
MD 01/29/27 42869G-AA-4 Hickam Fed Cr Un Honolulu Hawaii SH/CD	220,000.00	4.40	
MD 02/26/27 560390-DB-9 Maine Community Bk Biddeford ME/CD	249,000.00	3.85	
MD 05/18/27 14042RRF0 Capital One Natl Assn Mclean VA/CD	230,000.00	3.20	
MD 07/12/27 898812-AP-7 Tucson Fed Cr Un Ariz SH CTF - Callable Monthly	151,000.00	4.00	
MD 09/27/27 02007G3R2 Ally BK Sandy Utah/CD	245,000.00	3.75	
MD 10/01/27 Goldman Sachs BK USA New York/CD	245,000.00	3.40	
MD 11/22/27 Workers Federal Credit Union Littleton/MA SH/CD	249,000.00	4.10	
MD 04/10/28 549104-H6-7 Luana Svgs Bk Iowa/CD	240,000.00	3.95	
MD 06/05/28 02589A-HK-1 American Express Natl BK Brokered Intl/CD	244,000.00	4.20	
MD 11/30/28 91282CJN2 United States Treasury NTS	880,000.00	4.38	
MD 05/07/29 05584C-X3-5 BNY Mellon N A Instl/CD	245,000.00	3.85	
MD 05/18/29 564759TN8 Manufacturers & Traders TR CO Buffalo NY/CD	200,000.00	4.00	
MD 11/30/29 91282CMA6 United States Treasury NTS	880,000.00	4.13	
MD 09/25/30 856288CZ6 State BK India New York N Y/CD	245,000.00	3.75	
MD 09/30/30 00435JB1 Access BaK Omaha NEB/CD	249,000.00	3.50	
MD 10/22/30 61778EHA2 Morgan Stanley BK N A Salt Lake City Utah/CD	245,000.00	3.75	
MD 12/24/30 61776NK93 Morgan Stanley Private BK Natk Assn Pur N.Y./CD	245,000.00	3.85	
MD 01/31/31 91282CJX0 United States Treasury NTS	880,000.00	4.00	
MD 07/28/31 795451EN9 Sallie Mae BK Salt Lake City Utah/CD / Callable 7/28/26	245,000.00	3.90	
MD 09/23/31 89235MVS7 Toyota Financial Savings Bank/CD	240,000.00	4.88	
Multibank Interest, Money Management Fund	90,961.90		

TOTAL

\$29,152,837.15

* Demand Account

** Long-term ratings from Fitch

The monthly Financial Report is in compliance with the District's Investment Policy (Reg. 111).
It is expected that there are sufficient funds to meet anticipated expenses for the next 6 months.

ACRONYMS

ADMIN - Administration

BK - Bank

CD - Certificate of Deposit

ENG - Engineering

MBS - Multi-Bank Securities, Inc

MD - Maturity Date

MERA - Main Extension Reimbursement Account

Mtg - Meeting

RES - Reserve

DIABLO WATER DISTRICT
MONTHLY FINANCIAL REPORT
FOR PERIOD AUGUST 1, 2026 TO AUGUST 31, 2026
PAGE 3

HELD IN TRUST BY DIABLO WATER DISTRICT
For Board of Directors Information Only
(as of close of business on August 31, 2026)

INSTITUTION	RATE OF INTEREST	MARKET VALUE
Lincoln National, Deferred Compensation (Quarterly)	Varies	1,734,741.47
CERBT Funds (Quarterly)	11.702% year/year	1,415,701.83
TOTAL		<u>\$3,150,443.30</u>

Deferred Compensation (Lincoln National) is pre tax money that has been deposited by District employees into the District's 457 Deferred Compensation Plan. All monies in the plan are held in trust by the District for the exclusive benefit of each employee.

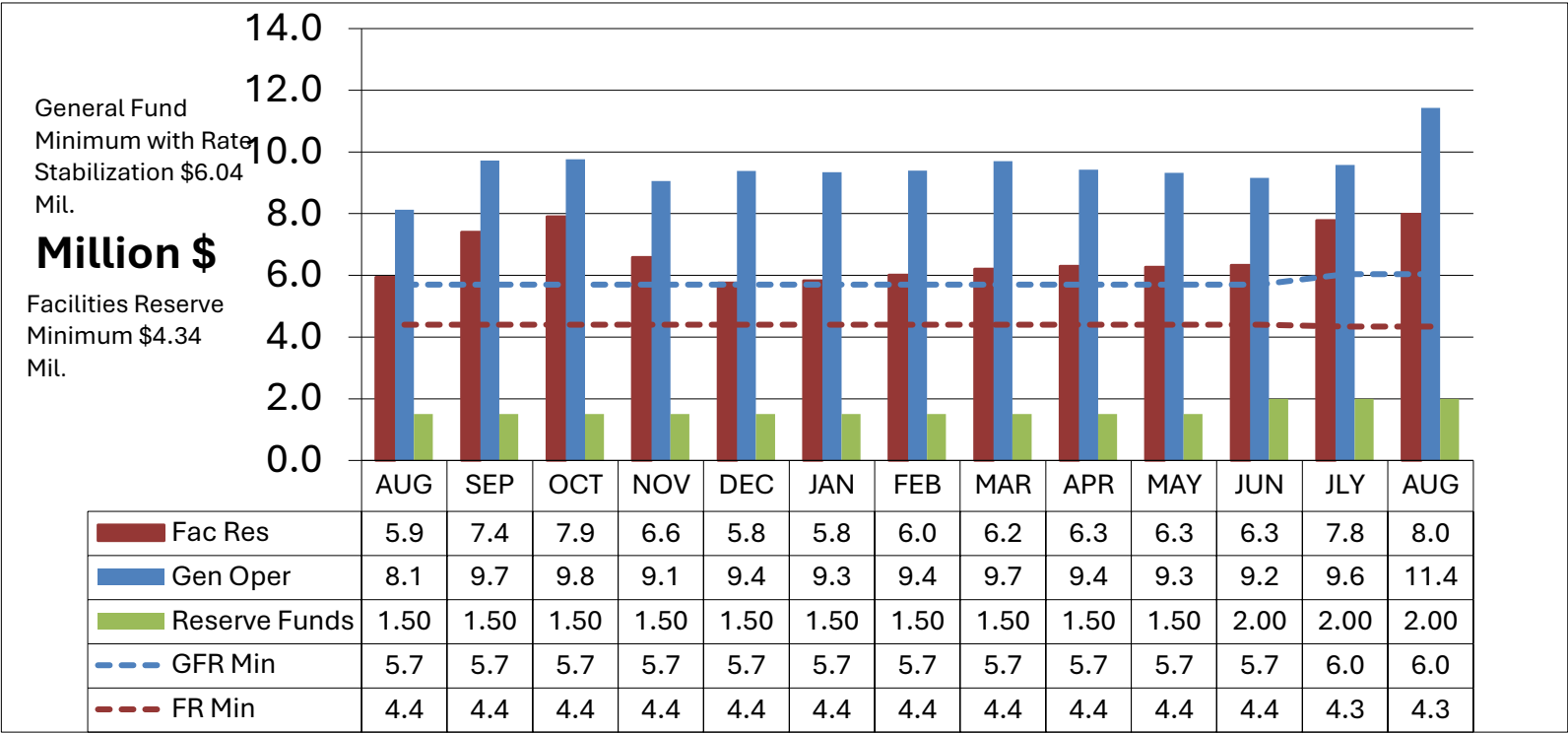
CERBT Funds - California Employers' Retiree Trust Fund is administered by CalPERS. The interest earned on the District's balance in this Trust Fund is used to pay the Diablo Water District portion of retiree medical benefit premiums. If requested by the District, CalPERS reimburses the District each July from the Trust Fund for the previous year's total cost of retiree medical benefit premiums.

COUNTY WELL FUND BALANCES

<u>Knightsen (M25)</u>	<u>Expenses</u>	<u>Income</u>	<u>Total Fund Balance</u>
FY 10/11	(14,038.87)	6,436.27	(36,383.00)
FY 11/12	(12,396.89)	8,286.50	(40,493.39)
FY 12/13	(10,137.89)	8,883.84	(41,747.44)
FY 13/14	(6,200.51)	12,272.06	(35,675.89)
FY 14/15	(6,932.58)	15,655.41	(26,953.06)
FY 15/16	(8,416.99)	16,875.62	(18,494.43)
FY 16/17	(8,785.34)	17,273.74	(10,006.03)
FY 17/18	(7,922.88)	20,365.36	2,436.45
FY 18/19	(11,864.02)	17,841.20	8,413.63
FY 19/20	(9,223.40)	19,299.15	18,489.38
FY 20/21	(15,538.25)	16,817.08	19,768.21
FY 21/22	(11,441.81)	18,374.15	26,700.55
FY 22/23	(9,348.58)	20,744.48	38,096.45
FY 23/24	(16,602.60)	23,212.60	44,706.45
FY 24/25	(39,069.38)	23,078.60	28,715.67
FY 25/26	(12,184.69)	28,645.17	45,176.15
FY 26/27 (as of Aug)	(2,538.86)	5,746.31	48,383.60

<u>Willow Park (M27)</u>	<u>Expenses</u>	<u>Income</u>	<u>Total Fund Balance</u>
FY 09/10	(18,061.81)	36,018.24	126,363.56
FY 10/11	(23,516.61)	36,036.01	138,882.96
FY 11/12	(24,035.34)	36,667.17	151,514.79
FY 12/13	(47,529.75)	34,738.68	138,723.72
FY 13/14	(49,171.53)	39,995.81	129,548.00
FY 14/15	(13,720.87)	40,031.50	155,858.63
FY 15/16	(15,238.28)	40,514.09	181,134.44
FY 16/17	(71,763.56)	40,811.23	150,182.11
FY 17/18	(127,061.18)	42,658.12	65,779.05
FY 18/19	(115,739.39)	44,305.39	(5,654.95)
FY 19/20	(36,613.13)	46,080.33	3,812.25
FY 20/21	(98,331.00)	48,344.04	(46,174.71)
FY 21/22	(35,917.18)	56,310.23	(25,781.66)
FY 22/23	(49,426.10)	67,652.30	(7,555.46)
FY 23/24	(50,687.06)	70,934.41	12,691.89
FY 24/25	(51,218.06)	81,817.89	43,291.72
FY 25/26	(21,889.18)	87,910.06	109,312.60
FY 26/27 (as of Aug)	(2,929.81)	913.17	107,295.96

DIABLO WATER DISTRICT FUNDS AVAILABLE 2026 - 2027



DIABLO WATER DISTRICT
October 28, 2026 Board Meeting
Item Number 5



TO: Each Director

FROM: Sophia Gonzales, Human Resources Manager

SUBJECT: Establish Two New Classifications Through Existing Budget Allocations.

It is within the authority of the General Manager to reallocate budgeted positions based on operational need. However, to fill recently identified gaps, it is necessary to add two classifications to our Employee Compensation Schedule that require Board approval. The addition of these classifications will have no net impact on the District's overall budget.

Proposed Classifications

The following classifications and corresponding pay scales:

- **Public Relations Assistant (District & Community Relations):** \$39.76 - \$50.75 per hour
 - New classification will assist with filling entry-level positions in the PR department.
- **Backflow Tester (Maintenance & Construction):** \$44.71 - \$57.08 per hour
 - New classification will provide transparency for this position that their main responsibility will be backflow testing.

RECOMMENDATION:

Approve.

Sophia Gonzales

Sophia Gonzales

Human Resources Manager



DIABLO WATER DISTRICT
October 28, 2026 Board Meeting
Item Number 6



TO: Each Director

FROM: Sophia Gonzales, Human Resources Manager

SUBJECT: Human Resources Regulation Updates.

The District's Human Resources Regulations are reviewed and updated on an as-needed basis to ensure continued legal compliance and alignment with industry standards. Several regulations were identified as requiring updates.

The following regulations are proposed for updates:

- Regulation 104:
 - Incorporates additional protected categories as defined by the U.S. Equal Employment Opportunity Commission/California Civil Rights Department (formally known as the Department of Fair Employment and Housing). Provides clarification on the Reasonable Accommodation process.
- Regulation 105:
 - Provides clarification on when an employee is deemed eligible for CalPERS membership, outlines provisions incorporated into the Secure Act 2.0, and aligns language for employee withdrawals with requirements of the District's 457 providers.
- Regulation 106:
 - Provides definitions on types of employment, incorporates budgeted benefits, and clarifies language for the Dress Code and Dual Employment sections.
- Regulation 114:
 - Updates language to ensure the referenced age of a retiree aligns with both Classic and PEPRAs plans, as each has a different eligible age requirement.

RECOMMENDATION:

Discuss.

Sophia Gonzales

Sophia Gonzales
Human Resources Manager

Attachments: Regulation 104 Redline & Clean
Regulation 105 Redline & Clean
Regulation 106 Redline & Clean
Regulation 114 Redline & Clean



DIABLO WATER DISTRICT

REGULATION NO. 104

~~PERSONNEL POLICY AND~~ EQUAL EMPLOYMENT OPPORTUNITY AND REASONABLE ACCOMMODATION

Section I. Equal Employment Opportunity

- A. The District prohibits discrimination against employees or applicants for employment on the basis of race, color, religion, creed, sex, sexual identity, gender (including pregnancy, childbirth, breastfeeding or related medical condition), gender expression, gender identity, national origin, ancestry, citizenship/immigration status, primary language, age (40 and over), marital status, physical or mental disability, medical condition, sexual orientation, genetic information, military and veteran status, reproductive health decision-making or any other basis protected by law. The District will afford equal employment opportunity to all qualified employees and applicants as to all terms and conditions of employment, including compensation, hiring, training, promotion, transfer, discipline, and termination. ~~Refer to the Recruitment and Selection policy for information on the hiring process.~~

Section II. Reasonable Accommodation

- A. The District provides reasonable accommodations to qualified individuals with disabilities to perform essential job functions and to victims of

domestic violence, sexual assault, or stalking for their safety at work. The District is committed to complying with all laws that protect qualified individuals with disabilities. When requested, the District will engage in the interactive process to determine if reasonable accommodation for any known physical or mental disability of a qualified individual is feasible, provided the requested accommodation does not create an undue hardship for the District or pose a direct threat to health and safety. The District provides employment-related reasonable accommodations to qualified individuals with disabilities in order to perform essential job functions and to victims of domestic violence, sexual assault, or stalking for their safety at work. In accordance with the District's Reasonable Accommodations Procedure, Aan employee who desires a reasonable accommodation should make a request in writing to the Human Resources Department. ~~The request must identify the job-related functions at issue and the desired accommodation(s). The District may require additional information, such as reasonable documentation of the existence of a disability. The District will arrange for a discussion with the employee to fully discuss all feasible potential reasonable accommodations.~~ The District determines, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodations to provide. The District will not provide accommodations that would pose an undue hardship upon District finances

or operations, or that would endanger the health or safety of the employee or others. For more information, see the Reasonable Accommodation Procedure. ~~The District will inform the employee of its decision in writing.~~



Diablo Water District Regulation No. 104 Equal Employment Opportunity and Reasonable Accommodation

Section 1. Equal Employment Opportunity

- a. The District prohibits discrimination against employees or applicants for employment on the basis of race, color, religion, creed, sex, sexual identity, gender (including pregnancy, childbirth, breastfeeding or related medical condition), gender expression, gender identity, national origin, ancestry, citizenship/immigration status, primary language, age (40 and over), marital status, physical or mental disability, medical condition, sexual orientation, genetic information, military and veteran status, reproductive health decision-making or any other basis protected by law. The District will afford equal employment opportunity to all qualified employees and applicants as to all terms and conditions of employment, including compensation, hiring, training, promotion, transfer, discipline, and termination.

Section 2. Reasonable Accommodation

- a. The District provides reasonable accommodations to qualified individuals with disabilities to perform essential job functions and to victims of domestic violence, sexual assault, or stalking for their safety at work. The District is committed to complying with all laws that protect qualified individuals with disabilities. When requested, the District will engage in the interactive process to determine if reasonable accommodation for any known physical or mental disability of a qualified individual is feasible, provided the requested accommodation does not create an undue hardship for the District or pose a direct threat to health and safety. In accordance with the District's Reasonable Accommodations Procedure, an employee who desires a reasonable accommodation should make a request in writing to the Human Resources Department. The District determines, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodations to provide. The District will not provide accommodation that would pose an undue hardship upon District finances or operations, or that would endanger the health or safety of the employee or others. For more information, see the Reasonable Accommodation Procedure.

DIABLO WATER DISTRICT

REGULATION NO. 105

RETIREMENT BENEFITS AND DEFERRED COMPENSATION

Section I. Social Security and Medicare

- A. Social Security and Medicare are programs set up by the U.S. federal government that provides retirement income, disability income, other financial benefits and health insurance to those who qualify. District employees pay the employee portion of Social Security and Medicare taxes. Please refer to the *District's Payroll Policy* for current tax withholdings.

Section II. CalPERS

- A. The District has a contract with the Public Employees Retirement System of the State of California (CalPERS). Employees are entitled to the benefits the District participates in and are subject to the requirements for participation in one of two plans. Enrollment in CalPERS is automatic, required for all full-time employees, and effective immediately upon hire. Part-time employees must be enrolled after working 1,000 hours in a fiscal year at the District or another qualifying agency. Once an employee is enrolled in CalPERS, they will remain a member even if their status changes from full-time to part-time, or if their total hours fall below 1,000 in a fiscal year. Membership status upon separation of employment will be governed by CalPERS regulations.

1. Individuals defined as “New Members (PEPRA)” by California law (see below) will be enrolled in the 2% at age 62 plan and are by statute obligated to pay the full 100% of the Employee contribution (please refer to the *District’s Payroll SOP Policy* for current contribution rates):
 - (a) A member who joined CalPERS prior to January 1, 2013, who, on or after January 1, 2013, is hired by a different CalPERS employer following a break in service of more than six months.
 - (b) A new hire who joined CalPERS for the first time on or after January 1, 2013, and who has no prior membership in another California public retirement system.
 - (c) A new hire who joins CalPERS for the first time on or after January 1, 2013, and who was a member of another California public retirement system prior to that date, but who is not subject to reciprocity upon joining CalPERS.
2. Individuals defined as “Classic Members” by California law will be enrolled in the 2.7% at age 55 plan and are obligated to pay the full 100% of the Employee contribution (please refer to the *District’s Payroll Policy* for current contribution rates).

Section III. Health Benefits in Retirement

- A. See Regulation 114 for applicability and eligibility.

Section IV. Deferred Compensation Plan

- A. Authority: The Deferred Compensation Plan of Diablo Water District, herein referred to as "the Plan", is established pursuant to and in accordance with sections 53213 of the Government Code of the State of California and is an eligible deferred compensation plan as defined by section 457 of the Internal Revenue Code. Plan options include a traditional 457 (pre-tax contributions) or Roth 457 (post-tax contributions). Please refer to the *District's Payroll Policy* for further information on current plan options.
- B. Administration: -The Plan will be administered by the General Manager in accordance with policies and directions of the Board of Directors. The Board of Directors may from time-to-time interpret the provisions of the Plan and may adopt, amend, or rescind rules for the administration of the Plan. The District may employ a bank, qualified insurance company, or qualified affiliate of an insurance company, herein referred to as "the Contract Administrator", to perform services in connection with the administration of the Plan.
- C. Participation Agreements: -Any employee of the District may participate in the Plan by entering into a participation agreement with the District which must provide for the deferral of a portion of the Participant's compensation earned after the agreement is executed. The amount of compensation deferred will be determined by the Participant. The agreement may be amended from time to

time to increase, decrease or discontinue the deferral of compensation not yet earned. -Deferral of compensation must not begin before the first day of the calendar month following execution of the agreement or an amendment of the agreement.

D. Amount of Compensation Deferred: The amount of compensation deferred must be determined by the participant but must not be less than the minimum nor more than the maximum herein provided.

1. The minimum amount of compensation that may be deferred is \$25.00 per pay period.
2. The maximum amount of compensation that may be deferred in any year will be based upon the contribution limits set forth by the Internal Revenue Code or 100% of the participant's pay, whichever is less, for services performed for the District during said year.
3. Individuals aged 50 and over can make additional contributions to their plans, starting in the year they turn 50. The maximum annual catch-up contribution will be based upon the contribution limits set forth by the Internal Revenue Code for said year. As outlined in the Secure Act 2.0 of 2022, catch-up contributions must be applied to a 457 Roth account for employees that earned over \$150,000 in the prior calendar year.

E. Ownership of Compensation Deferred: All amounts of compensation deferred under the Plan, all property and rights purchased with such amounts, and all

income attributable to such amounts, property, or rights will, until distributed to the Participant or the Participant's beneficiary, remain solely the property and rights of the District and will be held by the District in trust for the exclusive benefit of the Participant or the Participant's beneficiary.

- F. Deferred Compensation Funds: —The District will transfer deferred compensation of a Deferred Compensation Fund ("the Fund") to the Contract Administrator for investment. A book account will be maintained for each Participant that reflects all amounts of the Participant's compensation deferred under the plan and credited or debited all income or losses of the Fund attributable to such amounts.
- G. Investment of the Fund: The Contract Administrator will make available a number of alternative vehicles for investment in the Fund each of which will be permissible investments under the provisions of section 53609 of the Government Code.
1. Each Participant may, in accordance with the rules and procedures established by the Contract Administrator from time to time, designate the vehicle or vehicles in which amounts in the Participant's book account will be invested and may designate transfers of amounts from one vehicle to another.
 2. Each Participant will receive not less frequently than quarterly, a statement from the Contract Administrator showing interest or other

earnings credited to, and the total value of, the Participant's book account.

H. Distribution: -The benefit to be paid to each participant or beneficiary of a Participant must be the balance of the Participant's book account.

1. Participants are entitled to receive benefits under the Plan when the Participant's service with the District is terminated or upon reaching age 73. Prior thereto, a Participant may, ~~with the approval of the Board of Directors,~~ withdraw part or all of their benefit under the Plan only to the extent required by an unforeseeable emergency (determined in the manner prescribed by regulations issued by the Secretary of the Treasury) and in alignment with the deferred compensation providers policies. Examples of unforeseeable emergencies include illness or disability of the Participant or a person dependent on the Participant or other unexpected and unreimbursed expense not normally budgetable. Additionally, distributions will be allowed for transfers or rollovers to another eligible retirement plan(s), such as the California Public Employees' Retirement System (CalPERS), notwithstanding any limitations set forth above. Said transfers or rollovers do not require the prior approval of the Board of Directors.
2. A participant may designate, and from time to time may change the designation of, one or more beneficiaries and contingent beneficiaries

to whom the unpaid balance of the Participant's benefits will be payable after the death of the Participant. If all the Participant's designated beneficiaries who survive the Participant die before the Participant's benefit has been fully paid, the unpaid balance thereof will be paid in a lump sum to the estate, or to the person or persons entitled to the estate, of the Participant.

3. When a Participant, or their designated beneficiary, becomes entitled to receive benefits under the Plan, they may elect to receive them as a lump sum or in monthly, quarterly, semiannual or annual installments starting at a time and fixed amount requested in writing, subject to the following limitations:

- (a) Payment to a Participant or to a surviving spouse of a Participant must be made, or installments must start, by April 1st of the year following the year in which the Participant turns, or would have turned, 73.
- (b) Payment to a beneficiary other than a surviving spouse must be made, or if in installments must start, by January 1st of the year following the Participant's death.
- (c) Each monthly installment requested by a Participant, or the designated beneficiary of a Participant, must be at least \$50.00, or an equivalent amount when paid quarterly, semiannually, or

annually, and sufficient to ensure that at least two-thirds of the total amount is paid within the Participant's life expectancy, as determined at the start of the distribution.

(d) The amount of each monthly installment payable to the surviving spouse of a Participant must be at least \$50.00, or an equivalent amount when paid quarterly, semiannually, or annually, and sufficient to ensure that more than half of the total amount payable to the surviving spouse is paid within the life expectancy of the surviving spouse, as determined at the start of the distribution.

(e) The amount of each monthly installment payable to a beneficiary, other than the surviving spouse of the Participant, must be at least \$50.00 (or an equivalent amount when paid quarterly, semiannually, or annually) or the amount of the minimum installment which would have been payable to the Participant.

(f) A participant's beneficiary receiving a benefit in installments may, on request, be paid the remaining balance of such person's benefit in one lump sum.

4. Income taxes will be withheld from each benefit payment as required by the Internal Revenue Code and regulations issued by the Secretary of the Treasury.

- I. Amendment of Plan: -The Board of Directors may from time to time amend the Plan, provided; however, no amendment may affect the right of any Participant or designated beneficiary to receive the benefit set forth in section H resulting from compensation deferred prior to the amendment.
- J. Benefits Not Assignable: -No participant or designated beneficiary has any right to sell, assign, transfer or encumber any benefit or right to receive payment under the Plan, nor should any such benefit or payment be subject to attachment, garnishment or execution or be transferable by operation of law in the event of bankruptcy or insolvency, except to the extent otherwise provided by law notwithstanding this section.



Diablo Water District Regulation No. 105 Retirement Benefits and Deferred Compensation

Section 1. Social Security and Medicare

- a. Social Security and Medicare are programs set up by the U.S. federal government that provide retirement income, disability income, other financial benefits and health insurance to those who qualify. District employees pay the employee portion of Social Security and Medicare taxes. Please refer to the District's Payroll Policy for current tax withholdings.

Section 2. CalPERS

- a. The District has a contract with the California Public Employees' Retirement System (CalPERS). Employees are entitled to the benefits the District participates in and are subject to the requirements for participation in one of two plans. Enrollment in CalPERS is automatic, required for all full-time employees, and effective immediately upon hire. Part-time employees must be enrolled after working 1,000 hours in a fiscal year at the District or another qualifying agency. Once an employee is enrolled in CalPERS, they will remain a member even if their status changes from full-time to part-time or if their total hours fall below 1,000 in a fiscal year. Membership status upon separation of employment will be governed by CalPERS regulations.
 - Individuals defined as "New Members (PEPRA)" by California law (see below) will be enrolled in the 2% at age 62 plan and are by statute obligated to pay the full 100% of the Employee contribution (please refer to the District's Payroll SOP Policy for current contribution rates):
 - i. A member who joined CalPERS prior to January 1, 2013, who, on or after January 1, 2013, is hired by a different CalPERS employer following a break in service of more than six months.
 - ii. A new hire who joined CalPERS for the first time on or after January 1, 2013, and who has no prior membership in another California public retirement system.



Diablo Water District Regulation No. 105 Retirement Benefits and Deferred Compensation

- iii. A new hire who joins CalPERS for the first time on or after January 1, 2013, and who was a member of another California public retirement system prior to that date but who is not subject to reciprocity upon joining CalPERS.
- b. Individuals defined as “Classic Members” by California law will be enrolled in the 2.7% at age 55 plan and are obligated to pay the full 100% of the Employee contribution (please refer to the District’s Payroll Policy for current contribution rates).

Section 3. Health Benefits in Retirement

- a. See Regulation 114 for applicability and eligibility.

Section 4. Deferred Compensation Plan

- a. Authority: The Deferred Compensation Plan of Diablo Water District, herein referred to as "the Plan", is established pursuant to and in accordance with sections 53213 of the Government Code of the State of California and is an eligible deferred compensation plan as defined by section 457 of the Internal Revenue Code. Plan options include a traditional 457 (pre-tax contributions) or Roth 457 (post-tax contributions). Please refer to the District’s Payroll Policy for further information on current plan options.
- b. Administration: The Plan will be administered by the General Manager in accordance with the policies and directions of the Board of Directors. The Board of Directors may from time to time interpret the provisions of the Plan and may adopt, amend, or rescind rules for the administration of the Plan. The District may employ a bank, qualified insurance company, or qualified affiliate of an insurance company, herein referred to as "the Contract Administrator", to perform services in connection with the administration of the Plan.
- c. Participation Agreements: Any employee of the District may participate in the Plan by entering into a participation agreement with the District which must provide for the deferral of a portion of the Participant's compensation earned after the agreement is executed. The amount of compensation deferred will be determined by the Participant. The agreement may be amended from time to time to increase, decrease or discontinue the deferral of



**Diablo Water District
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compensation not yet earned. Deferral of compensation must not begin before the first day of the calendar month following execution of the agreement or an amendment of the agreement.

- d. **Amount of Compensation Deferred:** The amount of compensation deferred must be determined by the participant but must not be less than the minimum nor more than the maximum herein provided.
- The minimum amount of compensation that may be deferred is \$25.00 per pay period.
 - The maximum amount of compensation that may be deferred in any year will be based upon the contribution limits set forth by the Internal Revenue Code or 100% of the participant's pay, whichever is less, for services performed for the District during said year.
 - Individuals aged 50 and over can make additional contributions to their plans, starting in the year they turn 50. The maximum annual catch-up contribution will be based upon the contribution limits set forth by the Internal Revenue Code for said year. As outlined in Secure Act 2.0 of 2022, catch-up contributions must be applied to a 457 Roth account for employees that earned over \$150,000 in the prior calendar year.
- e. **Ownership of Compensation Deferred:** All amounts of compensation deferred under the Plan, all property and rights purchased with such amounts, and all income attributable to such amounts, property, or rights will, until distributed to the Participant or the Participant's beneficiary, remain solely the property and rights of the District and will be held by the District in trust for the exclusive benefit of the Participant or the Participant's beneficiary.
- f. **Deferred Compensation Funds:** The District will transfer deferred compensation of a Deferred Compensation Fund ("the Fund") to the Contract Administrator for investment. A book account will be maintained for each Participant, that reflects all amounts of the



Diablo Water District Regulation No. 105 Retirement Benefits and Deferred Compensation

Participant's compensation deferred under the plan and credited or debited income or losses of the Fund attributable to such amounts.

- g. Investment of the Fund: The Contract Administrator will make available a number of alternative vehicles for investment in the Fund each of which will be permissible investments under the provisions of Section 53609 of the Government Code.
- Each Participant may, in accordance with the rules and procedures established by the Contract Administrator from time to time, designate the vehicle or vehicles in which amounts in the Participant's book account will be invested and may designate transfers of amounts from one vehicle to another.
 - Each Participant will receive, not less frequently than quarterly, a statement from the Contract Administrator showing interest or other earnings credited to and the total value of the Participant's book account.
- h. Distribution: The benefit to be paid to each participant or beneficiary of a Participant must be the balance of the Participant's book account.
- Participants are entitled to receive benefits under the Plan when the Participant's service with the District is terminated or upon reaching age 73. Prior thereto, a Participant may, withdraw part or all their benefit under the Plan only to the extent required by an unforeseeable emergency (determined in the manner prescribed by regulations issued by the Secretary of the Treasury) and in alignment with the deferred compensation providers policies. Examples of unforeseeable emergencies include illness or disability of the Participant or a person dependent on the Participant or other unexpected and unreimbursed expenses not normally budgetable. Additionally, distributions will be allowed for transfers or rollovers to another eligible retirement plan(s), such as the California Public Employees' Retirement System (CalPERS), notwithstanding any limitations set forth above. Said transfers or rollovers do not require the prior approval of the Board of Directors.



Diablo Water District Regulation No. 105 Retirement Benefits and Deferred Compensation

- A participant may designate, and from time to time may change the designation of, one or more beneficiaries and contingent beneficiaries to whom the unpaid balance of the Participant's benefits will be payable after the death of the Participant. If all the Participant's designated beneficiaries who survive the Participant die before the Participant's benefit has been fully paid, the unpaid balance thereof will be paid in a lump sum to the estate, or to the person or persons entitled to the estate, of the Participant.
- When a Participant, or their designated beneficiary, becomes entitled to receive benefits under the Plan, they may elect to receive them as a lump sum or in monthly, quarterly, semiannual or annual installments starting at a time and fixed amount requested in writing, subject to the following limitations:
 - i. Payment to a Participant or to a surviving spouse of a Participant must be made, or installments must start, by April 1st of the year following the year in which the Participant turns, or would have turned, 73.
 - ii. Payment to a beneficiary other than a surviving spouse must be made, or if in installments must start, by January 1st of the year following the Participant's death.
 - iii. Each monthly installment requested by a Participant, or the designated beneficiary of a Participant, must be at least \$50.00, or an equivalent amount when paid quarterly, semiannually, or annually, and sufficient to ensure that at least two-thirds of the total amount is paid within the Participant's life expectancy, as determined at the start of the distribution.
 - iv. The amount of each monthly installment payable to the surviving spouse of a Participant must be at least \$50.00, or an equivalent amount when paid quarterly, semiannually, or annually, and sufficient to ensure that more than half of the total amount payable to the surviving spouse is paid within the life



Diablo Water District

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- expectancy of the surviving spouse, as determined at the start of the distribution.
- v. The amount of each monthly installment payable to a beneficiary, other than the surviving spouse of the Participant, must be at least \$50.00 (or an equivalent amount when paid quarterly, semiannually, or annually) or the amount of the minimum installment which would have been payable to the Participant.
 - vi. A participant's beneficiary receiving a benefit in installments may, on request, be paid the remaining balance of such person's benefit in one lump sum.
 - Income taxes will be withheld from each benefit payment as required by the Internal Revenue Code and regulations issued by the Secretary of the Treasury.
 - i. Amendment of Plan: The Board of Directors may from time to time amend the Plan provided; however, no amendment may affect the right of any Participant or designated beneficiary to receive the benefit set forth in Section H resulting from compensation deferred prior to the amendment.
 - j. Benefits Not Assignable: No participant or designated beneficiary has any right to sell, assign, transfer or encumber any benefit or right to receive payment under the Plan, nor should any such benefit or payment be subject to attachment, garnishment or execution or be transferable by operation of law in the event of bankruptcy or insolvency, except to the extent otherwise provided by law notwithstanding this section.

DIABLO WATER DISTRICT

REGULATION NO. 106

PERSONNEL POLICY

Section I. Working Hours

A. The working hours of District employees must be in accordance with a schedule established by the General Manager or their designee, which may be changed at any time. All items referenced in this regulation are based on a 40-hour work week unless indicated otherwise. Alternative schedules must be followed pursuant to the agreed upon terms in said agreement.

B. Part-time employees are defined as Staff who work less than 32 hours per week.

C. A temporary employee is any Staff hired for a specific duration of time. A permanent employee is any Staff hired for an ongoing period that does not have a predetermined end date.

B-D. For non-exempt employees, any work performed in excess of eight hours on any workday is overtime work. All hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek, must be compensated at one and one-half times the employee's regular rate of pay, including qualifying fringe benefits. All hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight hours on the

seventh consecutive day of work in a workweek, must be compensated at two times the employee's regular rate of pay, including qualifying fringe benefits. Part-time employees must receive overtime pay only after having worked eight hours in a day. *Overtime hours are not reportable to the California Public Employees' Retirement System (CalPERS).*

~~C.E.~~ Any non-exempt employee who is not scheduled or assigned to be on-call on a holiday as observed by the District, but is asked to work, must be compensated for eight hours of holiday pay at their regular rate of pay plus two-and-one-half times their regular rate of pay, including qualifying fringe benefits, for all hours worked, not less than two hours (*not reportable to CalPERS*).

~~D.F.~~ Any non-exempt employee who is not scheduled or assigned to be on-call and is asked to work on a District recognized holiday that falls on a Saturday or Sunday, must be compensated at two-and-one-half times their regular rate of pay, including qualifying fringe benefits for all hours worked, not less than two hours (*not reportable to CalPERS*).

~~E.G.~~ A non-exempt employee will, at their specific request, receive compensatory time off in lieu of overtime pay, subject to the following conditions.

1. Requests for compensatory time off for overtime worked can be made at times and in a manner acceptable to the Department Manager. The specific dates of compensatory time off are subject to the approval of the Department Manager or their designee who will take into

consideration the operational requirements of the District.

2. Compensatory time off will be calculated at one and one-half times for all hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek. All hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight hours on the seventh consecutive day of work in a workweek are ineligible as compensatory time.
3. No employee can earn more than 82.5 compensatory time off hours in any calendar year. At the final pay period each calendar year (earlier if requested by the employee), or upon separation of employment, each employee will be paid for any uncompensated overtime worked during the year at one and one-half times the employee's regular rate of pay, including qualifying fringe benefits.
4. Overtime worked on District reimbursable projects will be ineligible for compensatory time off and must be paid out to the employee at one and one-half times the employee's regular rate of pay, including qualifying fringe benefits.

F.H. Exempt employees, as defined by the Fair Labor Standards Act 541.100, are ineligible to earn overtime and therefore will receive a lump sum of 80 hours of administrative leave per calendar year (prorated during the calendar year of initial employment). Balance cannot be carried over from year to year and

resets after the final pay period each year.

Section II. Holidays

- A. Thirteen holidays are observed by the District, namely: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve.
 - 1. Full-time employees must receive eight hours of their regular pay for each holiday observed by the District (*reportable to CalPERS*).
 - 2. Part-time employees must receive a percentage of eight hours of their regular pay equivalent to their average percentage of full-time hours worked (*reportable to CalPERS*).
- B. Full-time employees are provided 16 hours of floating holiday per calendar year.
 - 1. The floating holidays cannot be carried over from year to year and balance resets after the final pay period of each year. The holidays must be exhausted in eight-hour increments (*reportable to CalPERS*).
 - 2. For employees hired in the first and second quarter of the calendar year, they will receive 16 hours of floating holidays for use. For those hired in the third quarter, they will receive eight hours of floating holiday. For those hired in the fourth quarter, they will not receive any hours for floating holidays.
 - 3. No payment will be made for unused floater holidays upon separation

from the District, including but not limited to retirement, termination, or resignation.

Section III. Vacations

- A. Vacation is earned and accrued starting from the first day of employment and on each anniversary date thereafter, with a maximum accrual balance based on years of service with the District as shown in the table below:

Years of Service	Annual Accrual Hours	Maximum Accrual Balance	Vacation Sell Back
Initial Year of Employment <i>(Prorated to the nearest whole day for the period of employment)</i>	80	120	0
1-5	96	144	40
6-10	120	180	~~4~~ 50
11-15	160	240	60
16-20	184	276	~~6~~ 70
21+	200	300	80

1. The total years of service for employees returning to the District after prior employment will be calculated by combining their previous years of service (rounded up to the nearest full year if they were within six months of their prior anniversary date before separation) with their current years of service.

2. Permanent ~~P~~part-time employees will receive a percentage of vacation accruals equivalent to their average percentage of full-time hours worked.

Temporary part-time employees are ineligible for vacation accruals until they have completed six months of service.

3. When an employee reaches the equivalent of one and one-half times the employee's annual vacation leave accrual rate, they will cease earning vacation leave until their leave balance falls below the equivalent of one and one-half times the employee's annual vacation leave accrual rate.

3.4. ~~Exempt employees are eligible to sell back vacation hours that are in excess of 80 hours in the June and December pay periods. Exempt employees may elect to sell back hours during either or both pay period, up to the annual maximum specified at the final pay period each calendar year in accordance with in the above table for the calendar year (not reportable to CalPERS).~~

4.5. All vacation hours used are *reportable to CalPERS*.

- B. The specific dates on which an employee may be on vacation will be subject to the approval of the General Manager or their designee.
- C. Vacation entitlement that is unused at the final pay period each calendar year may be carried over to, and used during, the following year up to the employee's maximum annual accrual cap.
- D. Any vacation request beyond the employee's currently accrued amount is subject to approval by the General Manager, or their designee.

- E. Upon termination of employment, unused vacation will be paid and calculated in accordance with the *District's Payroll Policy (not reportable to CalPERS)*.

Section IV. On-Call Duty

- A. The General Manager, or their designee, will assign supervisory and field employees to on-call duty for periods of one week, to ensure continuous availability to handle operations and emergencies within the District.
- B. During all times an employee is on-call, the employee will:
 - 1. Have in their possession a portable communications device furnished by the District, and
 - 2. Be within 40 miles of the District office, corporation yard, or the worksite. Exceptions may be considered and approved by the General Manager or Human Resources on a case-by-case basis. Employees must respond to calls immediately upon receipt and will be deemed to have been called out if required by the call to leave the place where the call is received for any period of time.
- C. If an on-call employee receives a call-out outside of their regular working hours, the employee must be compensated at the overtime rates as defined in Section I.B for the duration of the call-out, but not less than two hours.
- D. An employee assigned to on-call duty on a holiday as observed by the District, must automatically be compensated for eight hours of holiday pay at their regular rate of pay (*reportable to CalPERS*) plus eight hours at one-

and-one-half times their regular rate of pay, including qualifying fringe benefits (*not reportable to CalPERS*).

1. If the employee receives a call-out on a holiday as observed by the District, the employee must be compensated at two-and-one-half times their regular rate of pay, including qualifying fringe benefits, for the duration of the call-out, but not less than two hours (*not reportable to CalPERS*).

E. If an employee receives a call-out on a District recognized holiday that falls on a Saturday or Sunday, they must be compensated at two-and-one-half times their regular rate of pay, including qualifying fringe benefits for all hours worked, not less than two hours (*not reportable to CalPERS*).

Section V. Temporary Appointments (effective 1/1/2023)

A. Premium Compensation – Temporary Upgrade Pay (TUP): When an employee is temporarily appointed to replace another employee in a higher classification and subsequently perform the full range of duties of that higher classification, the employee will receive TUP starting when the temporary appointment begins. This additional pay is only applicable to Analysts, Leadworkers, Specialists, Supervisors and Management.

1. If an employee is intermittently working in the higher classification as approved by the requested Department Manager, Human Resources and the General Manager (e.g., attending meetings, executing specific job

duties for intervals of time, etc.), the employee will be paid in half-hour increments (with a minimum of one hour of payment per day) for work completed in the higher classification. The employee cannot perform their own job duties while receiving TUP, duties must solely be performed for the higher classification.

2. When an employee is working in a TUP appointment, the employee they are substituting for must refrain from completing work during the specified timeframe as indicated on the *Temporary Appointment Form* unless called upon for emergency purposes.
3. TUP is *reportable to CalPERS* for Classic employees ONLY. For PEPRAs employees, hours can only be reported at their regular rate of pay (e.g., if an employee has a regular rate of \$50 per hour and then is assigned to a temporary upgrade pay of \$55 per hour, only the employee's regular rate of \$50 per hour is *reportable to CalPERS*.)

B. Working Out-of-Classification Appointments (OOC):

- ~~1.~~ When an employee is temporarily appointed to backfill a vacant position that is actively being recruited and subsequently performs the full range of duties of the higher classification, the employee will receive OOC Pay starting when the temporary appointment begins (*reportable to CalPERS*). All employees are eligible for OOC appointments. The employee cannot perform their own job duties while receiving OOC Pay,

duties must solely be performed for the higher classification.

1. An employee will be paid at the lowest step of the higher classification or a calculated rate which renders 5% above the employee's regular rate of pay, whichever is the greater amount, for all hours worked for the higher classification.

C. When an employee is temporarily appointed to another classification and utilizes paid time off (i.e., sick leave, vacation leave, compensatory time, etc.), the employee will be paid at their regular rate of pay for leave used.

Section VI. Educational Compensation

A. Education Incentive: Bilingual Pay (*effective 10/1/2024*):

1. Employees of the District communicate with the public at various levels. Given our community's strong Spanish-speaking population, all positions are eligible to take the required Spanish certification test to receive Bilingual Pay. Employees that are Bilingual Certified, enhance their ability to provide an additional level of service to our customers. Upon passing certification test(s), Bilingual pay will take effect starting from the first day of the next pay period.
2. Employees will receive additional monthly compensation as follows:
 - (a) \$75.00 for written certification.
 - (b) \$150.00 for oral certification.
3. Bilingual pay is *reportable to CalPERS* and considered a fringe benefit

included in an employee's overtime calculation.

B. Education Incentive: California Commercial Driver's License Pay (effective XX/XX/2026):

1. Field staff may be required to transport heavy equipment and materials to and from job sites depending on operational need. While a California Commercial Driver's License is not required for all employees in these positions, employees who voluntarily obtain and maintain the appropriate Driver's License provide the District with an additional level of service. By being available to transport heavy equipment, these employees help the District reduce reliance on outside services and support equipment being moved efficiently for 24-hour field operations.
2. Upon obtaining a Class A or B, the California Commercial Driver's License pay will take effect starting from the first day of the next pay period. Eligible employees will receive additional monthly compensation as follows:
 - (a) \$75.00 for Class B
 - (b) \$150.00 for Class A
3. The District will reimburse for costs associated with the application or renewal of the employee's California Commercial Driver's License.
4. Commercial Driver's License pay is *not reportable to CalPERS*.
5. California Commercial Driver's License Pay is considered a fringe

benefit included in an employee's overtime calculation.

Section VII. Special Assignment: Shift Differential Pay (effective ~~2/27/2025~~)

- A. All employees scheduled to work a pre-planned, eight-hour night shift starting between 5:00 p.m. and 4:00 a.m. for five or more consecutive days may be eligible for Shift Differential Pay.
- B. Shift differential hours must be less than 50% of the employee's total hours worked during the pay period, unless otherwise approved by the General Manager.
- C. Shift Differential Pay should be applied only when necessary work cannot be completed during daytime hours and must be approved by the General Manager.
- D. Employees approved for Shift Differential Pay by the General Manager will receive an additional 10% of their base pay for each hour worked.
- E. Since Shift Differential Pay is completed on an as needed basis, the additional hourly amount compensated above an employees' base pay is *not reportable to CalPERS.*)
- F. Shift Differential Pay is considered a fringe benefit included in an employees' overtime calculation.

- G. In alignment with the District's *Fatigue Time Policy* and employee wellness, a minimum rest period of eight hours is required between shifts.

Section VIII. Special Assignment: High-Vehicle Traffic Pay (effective XX/XX/2026)

- A. Field staff required to work on roads with high-vehicle traffic have an additional risk associated with the work being completed. As such, the District will compensate affected Staff by providing High-Vehicle Traffic Pay.
- B. Employees who qualify for High-Vehicle Traffic Pay will receive an additional monthly compensation of \$75.00.
- C. High-Vehicle Traffic Pay is *not reportable* to CalPERS.
- G. High-Vehicle Traffic pay is considered a fringe benefit included in an employee's overtime calculation.

~~Section VIII.~~Section IX. Statutory Compensation: Uniform Allowance (effective 1/1/2000)

- A. Employees regularly exposed to environmental factors, including but not limited to chemicals, dust, dirt, and normal wear and tear, will receive a maximum annual uniform allowance of \$1,200.00 each fiscal year. This allowance, approved by the Board during the budget process, can be used as

needed for external items not provided by the District. Items include but are not limited to pants, boots, sunglasses, belts, and other exposed garments as approved, as well as laundry expenses, to maintain the required clean, neat, safe, and well-groomed standards as outlined in Section XVI and the District's *Logo Policy*. The amount of the purchased item(s) will be reflected on the employee's paystub for the next pay period once the receipt of purchase has been provided to the Finance Department. *(Reportable to CalPERS for Classic employees ONLY; excluding items solely for safety that are not readily substitutable).*

~~Section IX.~~Section X. **Sick Leave**

- A. Sick Leave is a leave of absence without interruption of employment or deduction of compensation for any of the following reasons:
1. The employee is physically or mentally unable to perform their duties due to illness, injury or medical condition.
 2. The employee has an infectious disease that creates health hazards to other people.
 3. The absence is for the purpose of obtaining professional diagnoses or treatment for a medical, dental or visual condition of the employee, or for other medical reasons of the employee, such as pregnancy or obtaining a physical examination.
 4. The absence is for the purpose of providing for the spouse, domestic

partner, child, foster child (must provide the District proof of legal guardianship), parent, or grandparent of the employee, spouse or child, for any of the following: to attend to an illness at a residence or hospital, or to obtain professional diagnoses or treatment for a medical, dental or visual condition. If the need for additional sick leave is urgent, the General Manager may authorize said use until the next meeting of the Board.

B. Each full-time employee will be entitled to 96 hours of sick leave with pay during each calendar year of employment. During the calendar year of initial employment, a full-time employee will be credited eight hours of sick leave for each remaining full month in the calendar year and in addition will be entitled to not less than 16 hours from the date of initial employment.

1. Part-time employees will receive a percentage of sick leave accruals equivalent to the average percentage of full-time hours worked prorated during the calendar year of initial employment. All part-time employees will be entitled to not less than eight hours from the date of initial employment.
2. All employees who work at least 30 days for the District within a year will receive a minimum of five days or 40 hours of sick leave, whichever is greater (prorated during the calendar year of initial employment).

3. All sick hours used are *reportable to CalPERS*.
- C. The Board may at its discretion grant additional days of sick leave for a disabling illness of an employee. Accrued and unused sick leave may be carried over to and used during subsequent years. No payment will be made for unused sick leave upon separation from the District, including but not limited to termination or resignation. Any unused sick leave accumulated at the time of retirement will be converted to credited service time in accordance with the provisions of the District's retirement plan with CalPERS.
- D. The District may require an employee upon returning from sick leave to furnish a statement from the employee's health care provider of the date the employee is able to resume performance of their job and of any limitations on such performance. If sick leave is taken to attend the illness of a spouse, domestic partner, child, foster child, parent, or grandparent of the employee, spouse or child, the District may require the employee to furnish a written statement of the illness from the person's health care provider.
- E. An employee on sick leave must, at the request of the District, provide a written statement of the employee's health care provider, or of a health care provider designated by the District, that the employee is unable to perform their job due to a disabling illness or infectious disease.

~~Section X.~~Section XI. **Leave for Organ and Bone Marrow Donation**

- A. Employees must be employed 90 days preceding the requested leave period to be eligible.
- B. The District will provide up to 30 business days of paid Organ Donation leave at the employee's regular rate of pay in a one-year period calculated from the date the leave began (*reportable to CalPERS*).
 - 1. As required by law, employees who elect to donate organs must receive an additional 30 business days of unpaid leave in a one-year period, if needed. The District reserves the right to require an employee to utilize two weeks of paid leave, or exhaust all paid leave, prior to utilizing unpaid leave.
- C. Employees who elect to donate bone marrow are eligible for paid Bone Marrow leave at the employee's regular rate of pay up to five days in a one-year period calculated from the date the leave began (*reportable to CalPERS*).
 - 1. The District reserves the right to require an employee utilize five days of paid leave or exhaust all paid leave, prior to the District compensating the additional paid leave remaining.

~~Section XI.~~**Section XII. Bereavement Leave**

- A. An employee absent from work by reason of the death of the spouse, domestic partner, child, parent, grandparent, grandchild, brother or sister of the employee or the employee's living spouse must be paid the employee's

regular compensation for such period the General Manager approves, not in excess of 80 hours in any calendar year. Part-time employees are eligible for up to 50 hours in any calendar year. In the case of death of a relative as defined above, the General Manager may approve up to 80 additional hours of bereavement leave. Employees requiring additional leave must submit a formal request through Human Resources. Any requests for leave beyond 160 hours in a calendar year must be approved by the Board of Directors.

1. All bereavement leave hours used are *reportable to CalPERS*.
- B. All District employees must receive up to five days of unpaid leave per occurrence in a calendar year. It is not required that leave is utilized consecutively but must be completed within three months of the death, unless otherwise approved by Human Resources.
- C. All District employees must also receive up to five days of unpaid leave for a reproductive loss event. Reproductive loss events include the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. Both the birth/adopted mother and birth/adopted father, or as otherwise defined in California government code regarding leave for reproductive loss, are eligible to utilize bereavement leave. An employee may utilize this form of bereavement leave for up to four occurrences in a 12-month period (20 days total).

- D. All District employees may utilize up to 16 hours of the allotted 80 hours of bereavement leave in observation of parties not identified above.
- E. The District reserves the right to require documentation (death certificate or published obituary) within 30 days of the death.

~~Section XII.~~**Section XIII. Leave for Jury Duty or Court Appearance**

- A. Upon receipt of a notice to appear for jury duty an employee must immediately notify their manager. Dependent upon the operational needs of the District, the General Manager may request that an employee delay jury duty service.
- B. The District will provide up to 15 days in a calendar year of paid Jury Duty leave at the employee's regular rate of pay (*reportable to CalPERS*).
- C. As a public employee, a waiver must be signed to avoid payment from the court.
- D. An employee served with a subpoena which compels their appearance as a witness, other than as a litigant or expert, will be granted a leave of absence and will be paid their regular rate of pay not to exceed five days in a calendar year. As a public employee, a waiver must be signed to avoid payment from the court.
- E. Non-exempt employees – if reporting time combined with any hours worked is greater than their normal workday, they will need to balance their days to equal their normal weekly hours. If they are dismissed from jury duty, they

must return to work to complete a full day's time or supplement with accrued leave balances.

~~Section XIII.~~**Section XIV. Leave for Military Duty**

- A. Any employee who is a member of the reserve corps of the armed forces of the United States or of the National Guard or the Naval Militia will be entitled to a military leave of absence and to restoration to their former position upon termination of such leave in accordance with the provisions of the California Military and Veterans Code.

~~Section XIV.~~**Section XV. Time off to Vote**

- A. The District will pay employees up to two hours at their regular rate of pay (*reportable to CalPERS*), on election day, to vote in local and/or national elections.
 - 1. At the manager's discretion, the time will be at the start/end of the workday or added on to lunch break.
 - 2. Proof of in-person voting must be provided upon the employee's return to work.

~~Section XV.~~**Section XVI. Leave Without Pay**

- A. Employees will be granted leaves of absence without pay, for such periods not exceeding 12 weeks in any one rolling year for a medical emergency of a designated person or a pregnancy-related condition, in accordance with the requirements of the Federal Family and Medical Leave Act of 1993

(“FMLA”) (as applicable if the District exceeds 50 employees) and the California Family Rights Act (CFRA) which are incorporated herein. The Board of Directors may approve other reasonable and necessary purposes for leave of absence without pay. The District will implement CFRA as outlined in the *District’s CFRA Policy*.

- B. An employee may utilize leave without pay for up to 16 hours per year for reasons not outlined in the FMLA or CFRA. Additional leave hours must be approved by the General Manager.
- C. The period of absence on leave without pay will not be included in the computation of retirement benefits. While an employee is on leave without pay, the District will pay for the employee’s medical or health insurance under the same conditions as if the employee was working. As part of these conditions, an hour of paid leave must be utilized (*reportable to CalPERS*) during any pay period in which the employee does not work to cover their portion of the benefit premium. If the reason for the leave is not included in FMLA or CFRA, no medical or health insurance will be provided by the District for the employee or their family, but the employee will have the right to obtain such insurance for such period by paying the premium therefor.
- D. Employees on such leave must report the status and expected date of termination of the leave to Human Resources not less frequently than once a month as required by law.

- E. Employees failing to return to work after the scheduled end of such leave may face disciplinary action up to termination of employment.

~~Section XVI.~~Section XVII. **Job Abandonment**

- A. If an employee fails to report to work for three consecutive workdays without notice or approval by their manager, the District will make every effort to contact them. If no contact is made within five days, the District may consider that they have abandoned their job, and their employment may be terminated.

~~Section XVII.~~Section XVIII. **Dress Code of Diablo Water District**

- A. Diablo Water District is a governmental agency of the State of California. We carry the public trust for our community's water supply. Our credibility and professionalism are maintained, in part, by the image that employees present to customers and ~~the community~~business visitors. We believe it is important that all District employees present to the public a clean and, neat, ~~safe, and well-groomed~~ appearance. ~~It is important that the public have confidence in our employees and that they feel comfortable while transacting business with the District.~~
- B. All full-time employees will be provided with uniforms which include the District logo to distinguish them as District staff to the public. All District employees are required to wear District logo wear when working outside of the District offices (i.e., community events, outreach, etc.). All employees

provided with District logo uniforms must wear them when customer-facing.

All personnel representing the District in logo wear must maintain the professionalism and integrity of the District as outlined in the *District's Logo Policy*.

C. Clothing shall be consistent with a professional governmental workplace.

Basic elements for appropriate and professional business attire include clothing that is in neat and clean condition, ~~not torn, ripped or frayed.~~

Clothing must not be torn, ripped, frayed, or have visible holes, including fraying at cuffs or the bottom of pants.

D. Although it is impossible and undesirable to establish an absolute dress and appearance code, the District will apply a reasonable and professional workplace standard. An employee unsure of what is appropriate should check with their manager or Human Resources before wearing the item.

E. An employee who is inappropriately ~~groomed or~~ attired may be asked to leave by their manager or Human Resources and advised to return to work after correcting the problem. Any employee asked to leave because of inappropriate dress ~~or appearance~~ will not be compensated for any time expended in correcting dress or appearance.

~~Section XVIII.~~ Section XIX. Dual Employment

An employee must not perform any after-working hours activity that may conflict with the employee's responsibilities to the District or may be subject to the control,

inspection or contractual direction or regulation of the District. Prohibited after-working hours activities include but are not limited to installation, inspection or repair of meters, backflow prevention devices, water mains, valves, inspection or repair of any equipment, material or facilities owned, or to be owned, by the District or operated and maintained by the District under contract with third parties as well as administrative, consulting, clerical, supervisory, or other professional services that may conflict with the employee's District duties or responsibilities.- District resources may not be used for an employee obtaining or maintaining a certification for the sole purpose of engaging in outside employment. -The purpose of this section of the regulation is to prevent District liability arising from any activity by an employee beyond the employee's work for the District.

Diablo Water District Regulation No. 106 Personnel Policy



Section 1. Working Hours

- a. The working hours of District employees must be in accordance with a schedule established by the General Manager or their designee, which may be changed at any time. All items referenced in this regulation are based on a 40-hour work week unless indicated otherwise. Alternative schedules must be followed pursuant to the agreed-upon terms in said agreement.
- b. Part-time employees are defined as Staff who work less than 32 hours per week.
- c. A temporary employee is any Staff hired for a specific duration of time.
- d. A permanent employee is any Staff hired for an ongoing period that does not have a predetermined end date.
- e. For non-exempt employees, any work performed in excess of eight hours on any workday is overtime work.
 - All hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek, must be compensated at one and one-half times the employee's regular rate of pay, including qualifying fringe benefits.
 - All hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight hours on the seventh consecutive day of work in a workweek, must be compensated at two times the employee's regular rate of pay, including qualifying fringe benefits.
- f. Part-time employees must receive overtime pay only after having worked eight hours in a day. Overtime hours are not reportable to the California Public Employees' Retirement System (CalPERS).
- g. Any non-exempt employee who is not scheduled or assigned to be on-call on a holiday as observed by the District, but is asked to work, must be compensated for eight hours of holiday pay at their regular rate of pay plus two-and-one-half times their regular rate of pay,

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including qualifying fringe benefits, for all hours worked, not less than two hours (*not reportable to CalPERS*).

- h. Any non-exempt employee who is not scheduled or assigned to be on-call and is asked to work on a District recognized holiday that falls on a Saturday or Sunday, must be compensated at two-and-one-half times their regular rate of pay, including qualifying fringe benefits for all hours worked, not less than two hours (*not reportable to CalPERS*).
- i. A non-exempt employee will, at their specific request, receive compensatory time off in lieu of overtime pay, subject to the following conditions.
 - Requests for compensatory time off for overtime worked can be made at times and in a manner acceptable to the Department Manager. The specific dates of compensatory time off are subject to the approval of the Department Manager, or their designee, who will take into consideration the operational requirements of the District.
 - Compensatory time off will be calculated at one and one-half times for all hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek. All hours worked in excess of 12 hours on any workday and for all hours worked in excess of eight hours on the seventh consecutive day of work in a workweek are ineligible as compensatory time.
 - No employee can earn more than 82.5 compensatory time off hours in any calendar year. At the final pay period each calendar year (earlier if requested by the employee), or upon separation of employment, each employee will be paid for any uncompensated overtime worked during the year at one and one-half times the employee's regular rate of pay, including qualifying fringe benefits.
 - Overtime worked on District reimbursable projects will be ineligible for compensatory time off and must be paid out to the employee at one and one-half times the employee's regular rate of pay, including qualifying fringe benefits.

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- j. Exempt employees, as defined by the Fair Labor Standards Act 541.100, are ineligible to earn overtime and therefore will receive a lump sum of 80 hours of administrative leave per calendar year (prorated during the calendar year of initial employment). Balance cannot be carried over from year to year and resets after the final pay period each year.

Section 2. Holidays

- a. Thirteen holidays are observed by the District, namely: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve.
- Full-time employees must receive eight hours of their regular pay for each holiday observed by the District (*reportable to CalPERS*).
 - Part-time employees must receive a percentage of eight hours of their regular pay equivalent to their average percentage of full-time hours worked (*reportable to CalPERS*).
- b. Full-time employees are provided with 16 hours of floating holiday per calendar year.
- The floating holidays cannot be carried over from year to year, and balances reset after the final pay period of each year. The holidays must be exhausted in eight-hour increments (*reportable to CalPERS*).
 - i. Employees hired in the first and second quarter of the calendar year will receive 16 hours of floating holidays for use.
 - ii. Employees hired in the third quarter will receive eight hours of floating holiday.
 - iii. Employees hired in the fourth quarter will not receive any hours for floating holidays.
 - No payment will be made for unused floater holidays upon separation from the District, including but not limited to retirement, termination, or resignation.

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Section 3. Vacations

- a. Vacation is earned and accrued starting from the first day of employment and on each anniversary date thereafter, with a maximum accrual balance based on years of service with the District as shown in the table below:

Years of Service	Annual Accrual Hours	Maximum Accrual Balance	Vacation Sell Back
Initial Year of Employment <i>(Prorated to the nearest whole day for the period of employment)</i>	80	120	0
1-5	96	144	40
6-10	120	180	50
11-15	160	240	60
16-20	184	276	70
21+	200	300	80

- The total years of service for employees returning to the District after prior employment will be calculated by combining their previous years of service (rounded up to the nearest full year if they were within six months of their prior anniversary date before separation) with their current years of service.
- Permanent part-time employees will receive a percentage of vacation accruals equivalent to their average percentage of full-time hours worked. Temporary part-time employees are ineligible for vacation accruals until they have completed six months of service.

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- When an employee reaches the equivalent of one and one-half times the employee's annual vacation leave accrual rate, they will cease earning vacation leave until their leave balance falls below the equivalent of one and one-half times the employee's annual vacation leave accrual rate.
 - Exempt employees are eligible to sell back vacation hours in excess of 80 hours in the June and December pay periods. Exempt employees may elect to sell back hours during either or both pay periods, up to the annual maximum specified in the above table for the calendar year (*not reportable to CalPERS*).
 - All vacation hours used are *reportable to CalPERS*.
- b. The specific dates on which an employee may be on vacation will be subject to the approval of the General Manager or their designee.
 - c. Vacation entitlement that is unused at the final pay period each calendar year may be carried over to and used during the following year up to the employee's maximum annual accrual cap.
 - d. Any vacation request beyond the employee's currently accrued amount is subject to approval by the General Manager, or their designee.
 - e. Upon termination of employment, unused vacation will be paid and calculated in accordance with the District's Payroll Policy (*not reportable to CalPERS*).

Section 4. On-Call Duty

- a. The General Manager, or their designee, will assign supervisory and field employees to on-call duty for periods of one week, to ensure continuous availability to handle operations and emergencies within the District.
- b. During all times an employee is on call, the employee will:
 - Have in their possession a portable communications device furnished by the District, and
 - Be within 40 miles of the District office, corporation yard, or worksite. Exceptions may be considered and approved by the General Manager or Human Resources on a case-

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by-case basis. Employees must respond to calls immediately upon receipt and will be deemed to have been called out if required by the call to leave the place where the call is received for any period of time.

- c. If an on-call employee receives a call-out outside their regular working hours, the employee must be compensated at the overtime rates as defined in Section 1B for the duration of the call-out, but not less than two hours.
- d. An employee assigned to on-call duty on a holiday as observed by the District, must automatically be compensated for eight hours of holiday pay at their regular rate of pay (*reportable to CalPERS*) plus eight hours at one-and-one-half times their regular rate of pay, including qualifying fringe benefits (*not reportable to CalPERS*).
 - If the employee receives a call-out on a holiday as observed by the District, the employee must be compensated at two-and-one-half times their regular rate of pay, including qualifying fringe benefits, for the duration of the call-out, but not less than two hours (*not reportable to CalPERS*).
- e. If an employee receives a call-out on a District recognized holiday that falls on a Saturday or Sunday, they must be compensated at two-and-one-half times their regular rate of pay, including qualifying fringe benefits for all hours worked, not less than two hours (*not reportable to CalPERS*).

Section 5. Temporary Appointments (effective 1/1/2023)

- a. Premium Compensation – Temporary Upgrade Pay (TUP): When an employee is temporarily appointed to replace another employee in a higher classification and subsequently perform the full range of duties of that higher classification, the employee will receive TUP starting when the temporary appointment begins. This additional pay is only applicable to Analysts, Leadworkers, Specialists, Supervisors and Management.
 - If an employee is intermittently working in the higher classification as approved by the requested Department Manager, Human Resources and the General Manager (e.g., attending meetings, executing specific job duties for intervals of time, etc.), the

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employee will be paid in half-hour increments (with a minimum of one hour of payment per day) for work completed in the higher classification. The employee cannot perform their own job duties while receiving TUP; duties must solely be performed for the higher classification.

- When an employee is working in a TUP appointment, the employee they are substituting for must refrain from completing work during the specified timeframe as indicated on the Temporary Appointment Form unless called upon for emergency purposes.
 - TUP is *reportable* to CalPERS for Classic employees ONLY. For PEPRAs employees, hours can only be reported at their regular rate of pay (e.g., if an employee has a regular rate of \$50 per hour and then is assigned to a temporary upgrade pay of \$55 per hour, only the employee's regular rate of \$50 per hour is *reportable to CalPERS*.)
- b. Working Out-of-Classification Appointments (OOC): When an employee is temporarily appointed to backfill a vacant position that is actively being recruited and subsequently performs the full range of duties of the higher classification, the employee will receive OOC Pay starting when the temporary appointment begins (*reportable to CalPERS*).
- All employees are eligible for OOC appointments.
 - The employee cannot perform their own job duties while receiving OOC Pay; duties must solely be performed for the higher classification.
 - An employee will be paid at the lowest step of the higher classification or a calculated rate that renders 5% above the employee's regular rate of pay, whichever is the greater amount, for all hours worked for the higher classification.
- c. When an employee is temporarily appointed to another classification and utilizes paid time off (i.e., sick leave, vacation leave, compensatory time, etc.), the employee will be paid at their regular rate of pay for leave used.

Section 6. Educational Compensation

- a. Education Incentive: Bilingual Pay (effective 10/1/2024):

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- Employees of the District communicate with the public at various levels. Given the community's strong Spanish-speaking population, all positions are eligible to take the required Spanish certification test to receive Bilingual Pay. Employees that are Bilingual Certified, enhance their ability to provide an additional level of service to our customers. Upon passing certification test(s), Bilingual pay will take effect starting from the first day of the next pay period.
 - Employees will receive additional monthly compensation as follows:
 - i. \$75.00 for written certification.
 - ii. \$150.00 for oral certification.
 - Bilingual pay is *reportable to CalPERS* and considered a fringe benefit included in an employee's overtime calculation.
- b. Education Incentive: California Commercial Driver's License Pay (effective XX/XX/2026):
- Field staff may be required to transport heavy equipment and materials to and from job sites depending on operational need. While a California Commercial Driver's License is not required for all employees in these positions, employees who voluntarily obtain and maintain the appropriate Driver's License provide the District with an additional level of service. By being available to transport heavy equipment, these employees help the District reduce reliance on outside services and support equipment being moved efficiently for 24-hour field operations.
 - Upon obtaining Class A or B, the California Commercial Driver's License pay will take effect starting from the first day of the next pay period. Eligible employees will receive additional monthly compensation as follows:
 - i. \$75.00 for Class B
 - ii. \$150.00 for Class A
 - The District will reimburse for costs associated with the application or renewal of the employee's California Commercial Driver's License.
 - Commercial Driver's License pay is *not reportable to CalPERS*.

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- California Commercial Driver's License Pay is considered a fringe benefit included in an employee's overtime calculation.

Section 7. Special Assignment: Shift Differential Pay (effective 2/27/2025)

- a. All employees scheduled to work a pre-planned, eight-hour night shift starting between 5:00 pm and 4:00 am for five or more consecutive days may be eligible for Shift Differential Pay.
- b. Shift differential hours must be less than 50% of the employees' total hours worked during the pay period, unless otherwise approved by the General Manager.
- c. Shift Differential Pay should be applied only when necessary work cannot be completed during daytime hours and must be approved by the General Manager.
- d. Employees approved for Shift Differential Pay by the General Manager will receive an additional 10% of their base pay for each hour worked.
- e. Since Shift Differential Pay is completed on an as-needed basis, the additional hourly amount compensated above an employees' base pay is not reportable to CalPERS.)
- f. Shift Differential Pay is considered a fringe benefit included in an employees' overtime calculation.
- g. In alignment with the District's Fatigue Time Policy and employee wellness, a minimum rest period of eight hours is required between shifts.

Section 8. Special Assignment: High-Vehicle Traffic Pay (effective XX/XX/2026)

- a. Field staff required to work on roads with high-vehicle traffic have an additional risk associated with the work being completed. As such, the District will compensate affected Staff by providing High-Vehicle Traffic Pay.
- b. Employees who qualify for High-Vehicle Traffic Pay will receive additional monthly compensation of \$75.00.
- c. High-Vehicle Traffic Pay is *not reportable to CalPERS*.
- d. High-Vehicle Traffic pay is considered a fringe benefit included in an employee's overtime calculation.

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Section 9. Statutory Compensation: Uniform Allowance (effective 1/1/2000)

- a. Employees regularly exposed to environmental factors, including but not limited to chemicals, dust, dirt, and normal wear and tears, will receive a maximum annual uniform allowance of \$1,200.00 each fiscal year. This allowance, approved by the Board during the budget process, can be used as needed for external items not provided by the District. Items include but are not limited to pants, boots, sunglasses, belts, and other exposed garments as approved, as well as laundry expenses, to maintain the required clean, neat, safe, and well-groomed standards as outlined in Section 18 and the District's Logo Policy. The amount of the purchased item(s) will be reflected in the employees' paystub for the next pay period once the receipt of purchase has been provided to the Finance Department. *(Reportable to CalPERS for Classic employees ONLY; excluding items solely for safety that are not readily substitutable).*

Section 10. Sick Leave

- a. Sick Leave is a leave of absence without interruption of employment or deduction of compensation for any of the following reasons:
 - The employee is physically or mentally unable to perform their duties due to illness, injury or medical condition.
 - The employee has an infectious disease that creates health hazards for other people.
 - The absence is for the purpose of obtaining professional diagnoses or treatment for a medical, dental or visual condition of the employee, or for other medical reasons of the employee, such as pregnancy or obtaining a physical examination.
 - The absence is for the purpose of providing for the spouse, domestic partner, child, foster child (must provide the District proof of legal guardianship), parent, or grandparent of the employee, spouse or child, for any of the following: to attend to an illness at a residence or hospital, or to obtain professional diagnoses or treatment for

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a medical, dental or visual condition. If the need for additional sick leave is urgent, the General Manager may authorize said use until the next meeting of the Board.

- b. Each full-time employee will be entitled to 96 hours of sick leave with pay during each calendar year of employment. During the calendar year of initial employment, a full-time employee will be credited eight hours of sick leave for each remaining full month in the calendar year and, in addition, will be entitled to not less than 16 hours from the date of initial employment.
- Part-time employees will receive a percentage of sick leave accruals equivalent to the average percentage of full-time hours worked prorated during the calendar year of initial employment. All part-time employees will be entitled to not less than eight hours from the date of initial employment.
 - All employees who work at least 30 days for the District within a year will receive a minimum of five days or 40 hours of sick leave, whichever is greater (prorated during the calendar year of initial employment).
 - All sick hours used are *reportable to CalPERS*.
- c. The Board may, at its discretion, grant additional days of sick leave for a disabling illness of an employee. Accrued and unused sick leave may be carried over to and used during subsequent years. No payment will be made for unused sick leave upon separation from the District, including but not limited to termination or resignation. Any unused sick leave accumulated at the time of retirement will be converted to credited service time in accordance with the provisions of the District's retirement plan with CalPERS.
- d. The District may require an employee upon returning from sick leave to furnish a statement from the employee's health care provider of the date the employee is able to resume performance of their job and of any limitations on such performance. If sick leave is taken to attend to the illness of a spouse, domestic partner, child, foster child, parent, or grandparent of the employee, the District may require the employee to furnish a written statement of the illness from the person's health care provider.

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- e. An employee on sick leave must, at the request of the District, provide a written statement of the employee's health care provider, or of a health care provider designated by the District, that the employee is unable to perform their job due to a disabling illness or infectious disease.

Section 11. Leave for Organ and Bone Marrow Donation

- a. Employees must be employed 90 days preceding the requested leave period to be eligible.
- b. The District will provide up to 30 business days of paid Organ Donation leave at the employee's regular rate of pay in a one-year period calculated from the date the leave began (*reportable to CalPERS*).
 - As required by law, employees who elect to donate organs must receive an additional 30 business days of unpaid leave in a one-year period, if needed. The District reserves the right to require an employee to utilize two weeks of paid leave or exhaust all paid leave prior to utilizing unpaid leave.
- c. Employees who elect to donate bone marrow are eligible for paid Bone Marrow leave at the employee's regular rate of pay up to five days in a one-year period calculated from the date the leave began (*reportable to CalPERS*).
 - The District reserves the right to require an employee to utilize five days of paid leave or exhaust all paid leave prior to the District compensating the additional paid leave remaining.

Section 12. Bereavement Leave

- a. An employee absent from work by reason of the death of the spouse, domestic partner, child, parent, grandparent, grandchild, brother or sister of the employee or the employee's living spouse must be paid the employee's regular compensation for such period the General Manager approves, not in excess of 80 hours in any calendar year.
 - Part-time employees are eligible for up to 50 hours in any calendar year.

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- In the case of death of a relative as defined above, the General Manager may approve up to 80 additional hours of bereavement leave.
 - Employees requiring additional leave must submit a formal request through Human Resources. Any requests for leave beyond 160 hours in a calendar year must be approved by the Board of Directors.
 - All bereavement leave hours used are *reportable to CalPERS*.
- b. All District employees must receive up to five days of unpaid leave per occurrence in a calendar year. It is not required that leave be utilized consecutively but must be completed within three months of the death, unless otherwise approved by Human Resources.
- c. All District employees must also receive up to five days of unpaid leave for a reproductive loss event.
- Reproductive loss events include the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.
 - Both the birth/adopted mother and birth/adopted father, or as otherwise defined in California government code regarding leave for reproductive loss, are eligible to utilize bereavement leave.
 - An employee may utilize this form of bereavement leave for up to four occurrences in a 12-month period (20 days total).
- d. All District employees may utilize up to 16 hours of the allotted 80 hours of bereavement leave in observation of parties not identified above.
- e. The District reserves the right to require documentation (death certificate or published obituary) within 30 days of the death.

Section 13. Leave for Jury Duty or Court Appearance

- a. Upon receipt of a notice to appear for jury duty, an employee must immediately notify their manager. Dependent upon the operational needs of the District, the General Manager may request that an employee delay jury duty service.

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- b. The District will provide up to 15 days in a calendar year of paid Jury Duty leave at the employee's regular rate of pay (*reportable to CalPERS*).
 - As a public employee, a waiver must be signed to avoid payment from the court.
- c. An employee served with a subpoena that compels their appearance as a witness, other than as a litigant or expert, will be granted a leave of absence and will be paid their regular rate of pay not to exceed five days in a calendar year.
 - As a public employee, a waiver must be signed to avoid payment from the court.
- d. Non-exempt employees: if reporting time combined with any hours worked is greater than their normal workday, they will need to balance their days to equal their normal weekly hours. If they are dismissed from jury duty, they must return to work to complete a full day's time or supplement with accrued leave balances.

Section 14. Leave for Military Duty

- a. Any employee who is a member of the reserve corps of the armed forces of the United States or of the National Guard or the Naval Militia will be entitled to a military leave of absence and to restoration to their former position upon termination of such leave in accordance with the provisions of the California Military and Veterans Code.

Section 15. Time off to Vote

- a. The District will pay employees for up to two hours at their regular rate of pay (*reportable to CalPERS*) on election day to vote in local and/or national elections.
 - At the Manager's discretion, the time will be at the start/end of the workday or added on to lunch break.
 - Proof of in-person voting must be provided upon the employee's return to work.

Section 16. Leave Without Pay

- a. Employees will be granted leaves of absence without pay, for such periods not exceeding 12 weeks in any one rolling year for a medical emergency of a designated person or a pregnancy-

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related condition, in accordance with the requirements of the Federal Family and Medical Leave Act of 1993 ("FMLA") (as applicable if the District exceeds 50 employees) and the California Family Rights Act (CFRA) which are incorporated herein. The Board of Directors may approve of other reasonable and necessary purposes for leave of absence without pay.

- b. An employee may utilize leave without pay for up to 16 hours per year for reasons not outlined in the FMLA or CFRA. Additional leave hours must be approved by the General Manager.
- c. The period of absence on leave without pay will not be included in the computation of retirement benefits.
- d. While an employee is on leave without pay, the District will pay for the employee's medical or health insurance under the same conditions as if the employee were working. As part of these conditions, an hour of paid leave must be utilized (*reportable to CalPERS*) during any pay period in which the employee does not work to cover their portion of the benefit premium. If the reason for the leave is not included in FMLA or CFRA, no medical or health insurance will be provided by the District for the employee or their family, but the employee will have the right to obtain such insurance for such a period by paying the premium.
- e. Employees on such leave must report the status and expected date of termination of leave to Human Resources not less frequently than once a month as required by law.
- f. Employees failing to return to work after the scheduled end of such leave may face disciplinary action up to termination of employment.

Section 17. Job Abandonment

- a. If an employee fails to report to work for three consecutive workdays without notice or approval by their Manager, the District will make every effort to contact them.
- b. If no contact is made within five days, the District may consider that they have abandoned their job, and their employment may be terminated.

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Section 18. Dress Code

- a. Diablo Water District is a governmental agency of the State of California. We carry the public trust for our community's water supply. Our credibility and professionalism are maintained, in part, by the image that employees present to customers and the community. We believe it is important that all District employees present to the public a clean and neat appearance.
- b. All full-time employees will be provided with uniforms that include the District logo to distinguish them as District staff to the public.
 - All District employees are required to wear District logo wear when working outside the District offices (i.e., community events, outreach, etc.).
 - All employees provided with District logo uniforms must wear them when customer-facing.
 - All personnel representing the District in logo wear must maintain the professionalism and integrity of the District as outlined in the District's Logo Policy.
- c. Clothing shall be consistent with a professional governmental workplace.
 - Basic elements for appropriate and professional business attire include clothing that is in neat and clean condition.
 - Clothing must not be torn, ripped, frayed, or have visible holes, including fraying at cuffs or the bottom of pants.
- d. Although it is impossible and undesirable to establish an absolute dress and appearance code, the District will apply a reasonable and professional workplace standard.
 - An employee unsure of what is appropriate should check with their manager or Human Resources before wearing the item.
- e. An employee who is inappropriately attired may be asked to leave by their Manager or Human Resources and advised to return to work after correcting the problem. Any employee asked to leave because of inappropriate dress will not be compensated for any time expended in correcting dress or appearance.

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Section 19. Dual Employment

- a. An employee must not perform any after-working hours activity that may conflict with the employee's responsibilities to the District or may be subject to the control, inspection or contractual direction or regulation of the District. Prohibited after-working hours activities include, but are not limited to:
 - Installation, inspection or repair of meters, backflow prevention devices, water mains, valves, or inspection or repair of any equipment, material, or facilities owned, or to be owned, by the District or operated and maintained by the District under contract with third parties.
 - Administrative, consulting, clerical, supervisory, or other professional services that may conflict with the employee's District duties or responsibilities.
- b. District resources may not be used for an employee obtaining or maintaining a certification for the sole purpose of engaging in outside employment.
- c. The purpose of this section of the regulation is to prevent District liability arising from any activity by an employee beyond the employee's work for the District.

DIABLO WATER DISTRICT

REGULATION NO. 114

INSURANCE FOR EMPLOYEES AND THEIR FAMILIES

Section I. Definitions

A. As used in this regulation:

1. "child" means a natural child, stepchild, or legally adopted child of an employee or retired employee; or a natural child, stepchild, or legally adopted child of an employee's or retired employee's spouse or domestic partner and the child is under 26 years of age.
2. "domestic partner" means a person living with an employee who together as a couple has filed a Declaration of Domestic Partnership with the Secretary of State as defined by Family Code Section 297 of the State of California.
3. "eligible family members" means the spouse, domestic partner, and child as defined below of an employee or retired employee;
4. "employee" means a permanent regular full-time employee of the District. Part-time and/or temporary employees are ineligible for benefits with the exception of the Employee Assistance Program.
5. "spouse" means a person who is married to an employee or who was married to an employee for not less than one year immediately prior to the retirement or death of the employee and has not remarried.

6. "retired employee" means a person who was a Districtan employee for not less than 10 years ~~and~~ who meets CalPERS retirement eligibility age. retired from the District after their 54th birthday.

Section II. Insurance for Employees

- A. The District must provide and pay the premiums for the following insurance for each employee throughout the period of their employment: workers' compensation insurance, term life insurance, long-term disability insurance, short-term disability insurance, and health insurance consisting of medical insurance, dental insurance, vision insurance, and employee assistance program.
- B. Each employee must contribute \$1.00 per month towards the District's cost of health insurance.

Section III. Health Insurance for Retired Employees

- A. The District must provide and pay the premiums for health insurance for each retired employee who completed at least 10 full years of service until they attain age 65. For retirees with less than 10 years of service, the District does not contribute toward their premium.
- B. The coverage of the insurance must be the same as the health insurance the District maintains from time to time for its employees. The health insurance provided by the District for a retired employee will terminate if and when the retired employee is covered by medical insurance provided by an employer

other than the District or by an employer of the retired employee's spouse.

Section IV. Medical Insurance for Retired Employees After Age 65

- A. The District must provide medical insurance for retired employees which will be Anthem Blue Cross Classic PPO, California Care HMO, or Kaiser Senior Advantage offered by the Association of California Water Agencies (ACWA) Joint Powers Insurance Authority (JPIA), whichever is selected by the retired employee. Retirees must also be enrolled in Medicare Parts A and B to qualify for benefits after the age of 65.
- B. The District must pay a percentage of the premium of the retiree's selected plan based on the number of full years of the retired employee's employment as follows:

Years of Employment	Percent of Premium
Less than 10	0
10	50
11	52.5
12	55
13	57.5
14	60
15	62.5
16	65
17	67.5
18	70
19	72.5
20 and over	75

The retired employee must pay the District the balance of the premium prior to the date it is due. The District may terminate the insurance if said payment is

not made within 30 days after it is due.

- C. In lieu of receiving medical insurance from the District, the retired employee may elect to be self-insured at which time the District must pay the retired employee, monthly, the least costly premium, of the coverage provided in Section 4(a), multiplied by the percent provided in Section 4(b).
- D. If at any time after retirement a retired employee is covered by medical insurance provided by an employer other than the District, or by an employer of the retired employee's spouse, the retired employee will not receive any benefit pursuant to this Section IV.

Section V. Insurance for Eligible Family Members

- A. Throughout the period of an employee's employment by the District, the health insurance they receive from the District must also cover their eligible family members.
 - 1. Employees may decline medical insurance coverage offered by the ACWA JPIA for eligible family members. Employees may choose to waive coverage for themselves only when reentering the workforce after retiring under an alternative retirement system and/or in order to maintain eligibility for their previous benefits. In either event, the employee must be credited with fifty percent (50%) of the District's savings between the eligible coverage and the coverage the employee has elected to receive as additional compensation. All requirements of the ACWA JPIA in this

regard are incorporated herein.

(a) Health Savings Pay is considered a fringe benefit included in an employee's overtime calculation (*not reportable to CalPERS*).

2. When an employee of 10 or more years of employment dies prior to retiring, the District must provide and pay the premiums for the health insurance for five years after the employee's death, or until the employee would have attained age 65, whichever first occurs.

B. The District must provide and pay the premiums for the retiree's same health insurance for eligible family members of the retired employee until the retiree's 65th birthday.

C. After a retired employee attains age 65, the District must make available for each 65 year or older eligible family member of the retired employee; Anthem Blue Cross Classic PPO, California Care HMO, or Kaiser Senior Advantage as offered by the ACWA JPIA and as selected by the retired employee. In the case of eligible family members under the age of 65, medical insurance is also available provided that the retired employee pays the District the Premium prior to the date it is due.

D. After a retired employee dies, the District must, until what would have been their 65th birthday, provide and pay the premiums for the health insurance of its employees for their eligible family members. After what would have been the 65th birthday of a deceased retired employee, any of their eligible family

members may obtain from the District either Medicare Prime Plan as allowed by the ACWA JPIA or Kaiser Senior Advantage as the members must select, provided that member pays the District the premium for Medicare Prime Plan insurance or Kaiser Senior Advantage prior to the date it is due.

Section VI. Certification for Eligibility for Insurance

- A. Each employee, retired employee, eligible family member of an employee, retired employee, or deceased employee, must, upon written request of the District, certify under penalty of perjury to the facts which determine the eligibility of any of said persons for insurance coverage under this regulation. Failure to do so within 45 days after such request will result in termination of the insurance.

**Diablo Water District
Regulation No. 114
Insurance for Employees and Their Families**



Section 1. Definitions

a. As used in this regulation:

- "child" means a natural child, stepchild, or legally adopted child of an employee or retired employee; or a natural child, stepchild, or legally adopted child of an employee's or retired employee's spouse or domestic partner, and the child is under 26 years of age.
- "domestic partner" means a person living with an employee who together as a couple, has filed a Declaration of Domestic Partnership with the Secretary of State as defined by Family Code Section 297 of the State of California.
- "eligible family members" means the spouse, domestic partner, and child as defined below of an employee or retired employee;
- "employee" means a permanent full-time employee of the District. Part-time and/or temporary employees are ineligible for benefits with the exception of the Employee Assistance Program.
- "spouse" means a person who is married to an employee or who was married to an employee for not less than one year immediately prior to the retirement or death of the employee and has not remarried.
- "retired employee" means a person who was a District employee for at least 10 full years and meets CalPERS retirement eligibility age.

Section 2. Insurance for Employees

- a. The District must provide and pay the premiums for the following insurance for each employee throughout the period of their employment: workers' compensation insurance, term life insurance, long-term disability insurance, short-term disability insurance, and health insurance consisting of medical insurance, dental insurance, vision insurance, and employee assistance program.

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- b. Each employee must contribute \$1.00 per month towards the District's cost of health insurance.

Section 3. Health Insurance for Retired Employees

- a. The District must provide and pay the premiums for health insurance for each retired employee who completed at least 10 full years of service until they attain age 65. For retirees with less than 10 years of service, the District does not contribute toward their premium.
- b. The coverage of the insurance must be the same as the health insurance the District maintains from time to time for its employees.
- c. The health insurance provided by the District for a retired employee will terminate if and when the retired employee is covered by medical insurance provided by an employer other than the District or by an employer of the retired employee's spouse.

Section 4. Medical Insurance for Retired Employees After Age 65

- a. The District must provide medical insurance for retired employees which will be Anthem Blue Cross Classic PPO, California Care HMO, or Kaiser Senior Advantage offered by the Association of California Water Agencies Joint Powers Insurance Authority (ACWA JPIA), whichever is selected by the retired employee. Retirees must also be enrolled in Medicare Parts A and B to qualify for benefits after the age of 65.
- b. The District must pay a percentage of the premium of the retiree's selected plan based on the number of full years of the retired employee's employment as follows:

Years of Employment	Percent of Premium
Less than 10	0
10	50%
11	52.5%



**Diablo Water District
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Insurance for Employees and Their Families**

12	55%
13	57.5%
14	60
15	62.5%
16	65%
17	67.5%
18	70%
19	72.5%
20 and over	75%

- c. The retired employee must pay the District the balance of the premium prior to the date it is due. The District may terminate the insurance if said payment is not made within 30 days after it is due.
- d. In lieu of receiving medical insurance from the District, the retired employee may elect to be self-insured, at which time the District must pay the retired employee monthly the least costly premium of the coverage provided in Section 4(a), multiplied by the percent provided in Section 4(b).
- e. If at any time after retirement a retired employee is covered by medical insurance provided by an employer other than the District or by an employer of the retired employee's spouse, the retired employee will not receive any benefit pursuant to this Section.



Diablo Water District Regulation No. 114 Insurance for Employees and Their Families

Section 5. Insurance for Eligible Family Members

- a. Throughout the period of an employee's employment by the District, the health insurance they receive from the District must also cover their eligible family members.
 - Employees may decline medical insurance coverage offered by the ACWA JPIA for eligible family members. Employees may choose to waive coverage for themselves only when reentering the workforce after retiring under an alternative retirement system and/or in order to maintain eligibility for their previous benefits. In either event, the employee must be credited with fifty percent (50%) of the District's savings between the eligible coverage and the coverage the employee has elected to receive as additional compensation. All requirements of the ACWA JPIA in this regard are incorporated herein.
 - i. Health Savings Pay is considered a fringe benefit included in an employee's overtime calculation (*not reportable to CalPERS*).
 - When an employee of 10 or more years of employment dies prior to retiring, the District must provide and pay the premiums for the health insurance for five years after the employee's death, or until the employee would have attained age 65, whichever first occurs.
- b. The District must provide and pay the premiums for the retiree's same health insurance for eligible family members of the retired employee until the retiree's 65th birthday.
- c. After a retired employee attains age 65, the District must make available for each 65-year-old or older eligible family member of the retired employee; Anthem Blue Cross Classic PPO, California Care HMO, or Kaiser Senior Advantage as offered by the ACWA JPIA and as selected by the retired employee. In the case of eligible family members under the age of 65, medical insurance is also available provided that the retired employee pays the District the Premium prior to the date it is due.
- d. After a retired employee dies, the District must, until what would have been their 65th birthday, provide and pay the premiums for the health insurance of its employees for their

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eligible family members. After what would have been the 65th birthday of a deceased retired employee, any of their eligible family members may obtain from the District either Medicare Prime Plan as allowed by the ACWA JPIA or Kaiser Senior Advantage as the members must select, provided that member pays the District the premium for Medicare Prime Plan insurance or Kaiser Senior Advantage prior to the date it is due.

Section 6. Certification for Eligibility for Insurance

- a. Each employee, retired employee, eligible family member of an employee, retired employee, or deceased employee must, upon written request of the District, certify under penalty of perjury to the facts that determine the eligibility of any of said persons for insurance coverage under this regulation. Failure to do so within 45 days after such a request will result in termination of the insurance.

DIABLO WATER DISTRICT
October 28, 2026 Board Meeting
Item Number 7



TO: Each Director

FROM: Nacho Mendoza, Water Operations Manager

SUBJECT: Wellhead Treatment.

As a result of recent inquiries from Directors, District Staff felt it would be prudent to provide all Directors with an update of the history, current status, and current considerations associated with treating the naturally occurring manganese that exists in the District's current groundwater supply wells. The subsequent discussion is provided in a question-and-answer format for your consideration.

Q1: What is the historical context of manganese in the wells and associated well pipeline?

A1: Sampling results from the Stonecreek Well and Glen Park Well, since their initial completion of construction, have frequently shown manganese concentrations exceeding the California drinking water secondary maximum contaminant level (SMCL), in addition to containing elevated levels of total dissolved solids (TDS). In order to meet the District's water quality goals, the groundwater must be blended with treated surface water from the Randall-Bold Water Treatment Plant (RBWTP) prior to distribution. As a result, the two wells cannot be operated at their full combined production capacity of approximately 4 million gallons per day (MGD) because the District's typical water use would not provide sufficient volume from RBWTP for blending. Typically, given the District's current demands, only 1 MGD of groundwater from the Glen Park Well is used per day. Based on the District's 2025 Groundwater Treatment Technology Evaluation, the District is planning to use approximately 2.6 MGD of groundwater after implementing a Reverse Osmosis (RO) system.

Historical raw water quality data collected between 2004 and 2020 show 90th percentile manganese concentrations of 0.04 milligrams per liter (mg/L) at Glen Park Well and 0.10 mg/L at Stonecreek Well. The SMCL for manganese is 0.05 mg/L. The concentration of manganese in the blended water distributed to customers in 2025 was approximately 0.037 mg/L.

Q2: What is the general price of the manganese treatment system currently being considered by the District?

A2: Based on a July 2025 vendor quote, the base equipment cost for a manganese removal treatment system for a single well is approximately \$800,000, including the filter vessel, GreensandPlus media, piping, valves, and PLC-based controls with an operator interface. After accounting for a backwash waste stream tank, design, installation, and other contingency allowances, the District estimates a total capital cost of \$3 - \$3.5 million per well.



DIABLO WATER DISTRICT
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Q3: How does a GreensandPlus media system work?

A3: Manganese greensand filters are specifically engineered to remove iron, manganese, hydrogen sulfide (sulfur odor), arsenic, and radium. They do this by using catalytic manganese dioxide coating to oxidize these specific dissolved metals into solid particles, which are then physically filtered out during backwashing. While effective at removing dissolved metals, GreensandPlus filters have no chemical or physical mechanism to attract or trap the dissolved ions and inorganic salts that are associated with TDS (e.g., calcium, magnesium, sodium, potassium, bicarbonates, chlorides, and sulfates).

Q4: Where is the best location for the manganese removal system?

A4: As the manganese removal system would need to be located upstream of any potential future RO facility, three potential locations have been identified to date:

- At each respective wellhead;
- At or near the Blending Facility at the RBWTP; or
- At a District-owned property and/or adjacent to Ironhouse Sanitary District (ISD)-owned property near the District's Corporation Yard and the ISD Water Recycling Facility.

The District is still considering all three alternatives as potentially viable. Additional considerations to be evaluated as part of a future study would include:

- Availability of land;
- Use of District property;
- Land transfer or easement acquisition from Contra Costa Water District and ISD;
- Means of backwash waste disposal and proximity to the disposal location; and
- Impacts on overall operations and maintenance of the groundwater well pipeline (to be discussed further in Q&A #5).

Q5: What are the operational requirements for a removal system with no sewer connection?

A5: ISD has indicated their treatment process would be negatively affected by the volume and concentration of manganese backwash flows typical of this type of system. In lieu of a sanitary sewer connection, backwash waste management options available to the District include:

- Offsite Trucking and Disposal:
- Initial investigations in 2023 indicated that East Bay Municipal Utility District (EBMUD) would accept backwash waste for disposal at a fee of \$0.08 per gallon of backwash waste with a TDS concentration below 50,000 mg/L.
- Evaporation ponds:

DIABLO WATER DISTRICT
October 28, 2026 Board Meeting
Item Number 7



- Backwash waste could be sent to evaporation ponds to enhance evaporation. The ponds would be sized to require manual removal of the accumulated solids approximately once every 2-5 years.
- Deep well injection of backwash waste:
 - Backwash waste could be sent to deep injection wells for disposal. The injection wells require initial permitting, constant monitoring, and annual maintenance and testing.

Q6: How might a manganese removal system impact the overall operation and maintenance of the well pipeline?

A6: One key consideration for the pipeline is the location of the manganese removal treatment system. Locating treatment at the wellhead would remove manganese earlier in the process, providing greater protection against manganese scale accumulation within the pipeline and reducing the potential for scale dislodgement that could adversely impact downstream water quality and operations.

An additional consideration is the increase in headloss (typically <10 psi) associated with the treatment system due to flow through the treatment media and associated piping and valves. Further evaluation is needed to assess potential hydraulic impacts on the groundwater production wells, pumps, and conveyance pipeline.

RECOMMENDATION:

Receive.

Nacho Mendoza

Nacho Mendoza
Water Operations Manager

DIABLO WATER DISTRICT
October 28, 2026 Board Meeting
Item Number 8



TO: Each Director

FROM: Dan Muelrath, General Manager

SUBJECT: General Manager's Report.

Items included for discussion:

- Water Supply Charts.
 - Statewide Reservoirs.
 - Los Vaqueros Reservoir = 144,000 AF – 90% full (90.6% last month).
 - Total Water Demand.
 - Local Well Production.
- Seismic Retrofit of Reservoirs.
 - R2 update: contractor onsite.
 - Tank is drained and ready for construction to start.
 - R1 update: conditional approval from CalOES on grant fund approval.
 - Establishing schedule and next steps.
- Recycled Water.
 - Working on draft agreement to secure effluent.
 - Supplemental assessment kickoff meeting was held.

RECOMMENDATION:

Receive.

Dan Muelrath

Dan Muelrath
General Manager

Attachments: Statewide Reservoir Conditions
Total Water Demand
Local Well Production



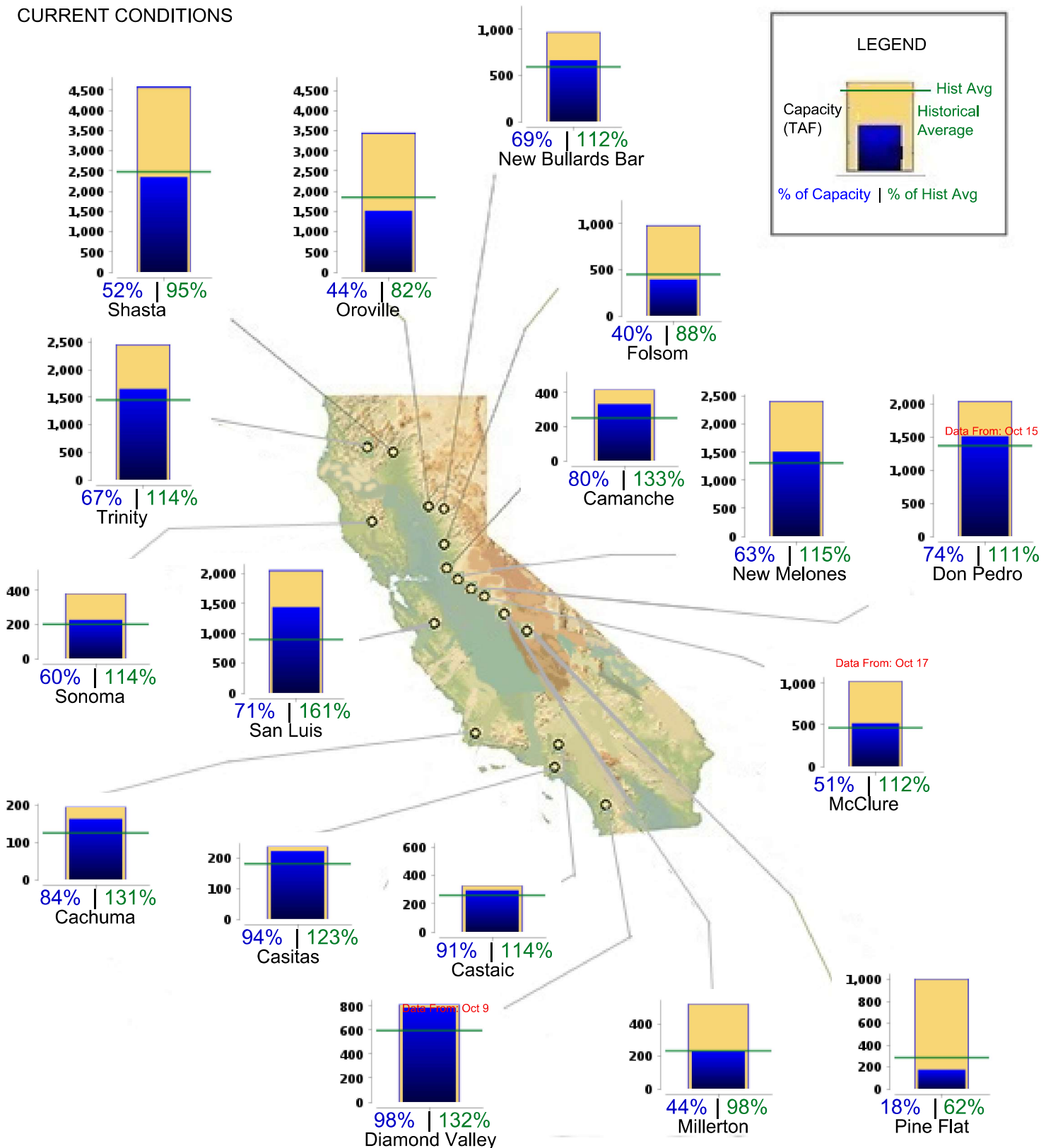


CURRENT RESERVOIR CONDITIONS

CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS

Midnight - October 18, 2026

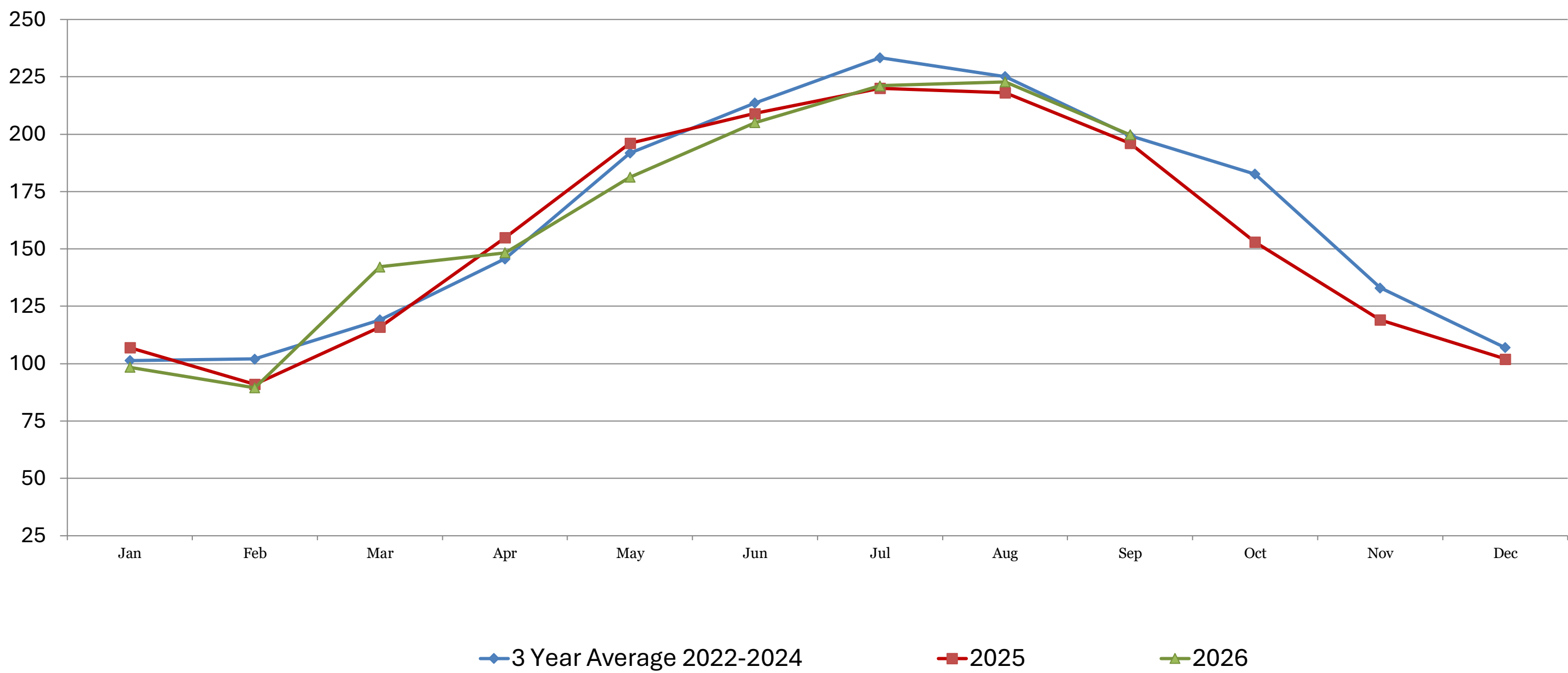
CURRENT CONDITIONS



DIABLO WATER DISTRICT

WATER USE IN MILLION GALLONS

(This chart does not include Utility Water)



	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Average
3 Year Average	101	102	119	146	192	214	233	225	199	183	133	107	163
2025 Usage	107	91	116	155	196	209	220	218	196	153	119	102	157
2026 Usage	98	89	142	148	181	205	221	223	200	0	0	0	168
% Reduction (+/-)	8.8%	1.7%	-18.4%	4.5%	8.1%	1.9%	-0.5%	-2.1%	-1.9%				0.2%
% new Connections	1.2%	1.1%	1.3%	1.2%	1.2%	1.4%	1.4%	1.4%	1.4%				1.3%

WELL WATER BLENDED INTO DISTRIBUTION SYSTEM

MILLION GALLONS(MG)

	<u>Jul-26</u>	<u>Aug-26</u>	<u>Sep-26</u>	<u>Oct-26</u>	<u>Nov-26</u>	<u>Dec-26</u>	<u>Jan-27</u>	<u>Feb-27</u>	<u>Mar-27</u>	<u>Apr-27</u>	<u>May-27</u>	<u>Jun-27</u>
1	1.054	0.964	0.497	0.625								
2	1.003	0.976	0.510	0.575								
3	0.971	0.898	0.491	0.531								
4	0.978	0.550	0.509	0.506								
5	0.994	0.550	0.508	0.550								
6	1.028	0.551	0.499	0.556								
7	0.970	0.535	0.539	0.552								
8	1.022	0.501	0.518	0.550								
9	1.002	0.505	0.510	0.550								
10	1.045	0.550	0.517	0.550								
11	0.987	0.545	0.528	0.490								
12	0.881	0.529	0.504	0.451								
13	1.024	0.522	0.471	0.452								
14	0.993	0.520	0.548	0.616								
15	1.039	0.312	0.472									
16	1.061	0.000	0.516									
17	1.023	0.000	0.463									
18	1.055	0.000	0.502									
19	1.018	0.031	0.477									
20	1.013	0.550	0.479									
21	1.024	0.514	0.484									
22	1.039	0.522	0.503									
23	0.978	0.477	0.478									
24	1.031	0.550	0.494									
25	0.929	0.520	0.480									
26	0.962	0.536	0.469									
27	1.099	0.529	0.475									
28	1.099	0.521	0.479									
29	1.073	0.499	0.467									
30	1.061	0.550	0.488									
31	1.070	0.521										
TOTAL	31.5235	15.3249	14.8761	7.5521	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Jul-26 to Jan-27 at \$3080.00/MG 69.2766 MG

Feb-27 to Jun-27 at \$3080.00/MG 0.0000 MG

GRAND TOTAL: 69.2766 MG

FY 26/27	SAVINGS	\$ 213,371.93
FY 25/26	SAVINGS	\$ 859,890.90
FY 24/25	SAVINGS	\$ 811,494.05
FY 23/24	SAVINGS	\$ 740,729.67
FY 22/23	SAVINGS	\$ 529,110.41
FY 21/22	SAVINGS	\$ 210,402.64
FY 20/21	SAVINGS	\$ 278,518.31
FY 19/20	SAVINGS	\$ 679,590.16
FY 18/19	SAVINGS	\$ 614,245.45
FY 17/18	SAVINGS	\$ 634,030.91
FY 16/17	SAVINGS	\$ 444,895.41
FY 15/16	SAVINGS	\$ 397,766.92
FY 14/15	SAVINGS	\$ 580,430.65
FY 13/14	SAVINGS	\$ 509,579.93
FY 12/13	SAVINGS	\$ 382,228.02
FY 11/12	SAVINGS	\$ 637,659.61
FY 10/11	SAVINGS	\$ 590,057.39
FY 09/10	SAVINGS	\$ 496,279.31
FY 08/09	SAVINGS	\$ 371,579.65
FY 07/08	SAVINGS	\$ 486,615.14
FY 06/07	SAVINGS	\$ 326,985.06

TOTAL SAVINGS IN WATER PURCHASES FROM CCWD TO DATE \$ 8,169,974.98

WELL WATER BLENDED INTO DISTRIBUTION SYSTEM

MILLION GALLONS(MG)

	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
1	1.102	1.031	1.102	0.894	0.603	0.573	0.525	0.511	0.522	0.838	0.895	1.074
2	1.054	0.964	1.008	0.954	0.753	0.583	0.451	0.559	0.544	0.671	0.845	0.999
3	1.100	0.989	1.016	0.611	0.713	0.458	0.554	0.527	0.565	0.845	0.706	1.099
4	1.008	0.954	1.025	0.841	0.818	0.577	0.446	0.499	0.548	0.798	0.973	1.081
5	0.846	0.652	0.992	0.793	0.651	0.541	0.531	0.544	0.583	0.818	0.751	0.983
6	1.087	1.053	0.990	0.905	0.655	0.549	0.502	0.528	0.519	0.863	0.798	1.069
7	1.044	1.087	0.900	0.858	0.726	0.505	0.468	0.517	0.560	0.856	0.923	0.947
8	0.782	1.000	1.038	0.973	0.723	0.641	0.512	0.553	0.688	0.965	0.897	1.088
9	1.101	0.986	0.965	0.893	0.661	0.479	0.453	0.555	0.670	0.858	0.895	1.019
10	1.067	0.901	1.013	0.865	0.740	0.524	0.494	0.574	0.690	0.819	0.830	1.104
11	1.032	1.103	0.968	0.847	0.829	0.548	0.522	0.452	0.690	0.656	0.941	1.092
12	1.015	1.101	0.994	0.806	0.701	0.517	0.549	0.478	0.697	0.613	0.962	0.959
13	0.959	1.012	0.962	0.934	0.647	0.516	0.451	0.514	1.089	0.729	0.942	1.029
14	1.101	1.037	0.854	0.684	0.578	0.525	0.542	0.412	0.745	0.725	0.959	0.994
15	1.079	1.034	1.101	0.660	0.564	0.555	0.460	0.557	0.692	0.784	1.013	0.982
16	0.989	0.996	0.996	0.645	0.607	0.512	0.554	0.478	0.924	0.762	0.932	0.989
17	1.022	0.960	1.096	0.639	0.554	0.581	0.456	0.516	0.745	0.863	0.893	1.031
18	1.077	1.101	0.965	0.695	0.594	0.467	0.582	0.445	0.851	0.766	1.099	0.951
19	0.816	0.954	1.098	0.622	0.599	0.611	0.447	0.372	0.397	0.798	0.905	1.022
20	1.045	1.101	0.858	0.723	0.471	0.412	0.591	0.546	1.098	0.821	1.065	0.992
21	1.072	1.124	0.929	0.715	0.515	0.560	0.509	0.426	0.567	0.638	0.997	0.981
22	0.934	1.101	1.093	0.829	0.583	0.534	0.583	0.517	0.886	0.652	1.054	1.003
23	1.065	0.979	0.931	0.640	0.465	0.450	0.515	0.514	0.930	0.690	0.977	0.997
24	0.983	0.961	1.081	0.740	0.621	0.541	0.476	0.458	0.661	0.731	0.875	1.007
25	1.063	1.034	0.872	0.683	0.538	0.554	0.515	0.508	0.923	0.702	1.003	0.944
26	0.971	1.005	0.895	0.629	0.562	0.507	0.510	0.495	0.859	0.657	1.051	1.035
27	0.930	1.030	0.988	0.739	0.603	0.485	0.521	0.500	0.860	0.822	0.877	0.969
28	1.101	0.965	0.784	0.719	0.573	0.538	0.506	0.556	0.828	0.822	0.886	0.984
29	0.956	1.076	0.944	0.730	0.564	0.525	0.497		0.783	0.855	0.816	1.051
30	1.100	0.985	0.941	0.718	0.595	0.506	0.512		1.034	0.863	0.947	0.965
31	1.056	0.926		0.476		0.492	0.525		0.582		0.869	
TOTAL	31.5551	31.2006	29.3971	23.4568	18.8073	16.3670	15.7567	14.1110	22.7297	23.2770	28.5780	30.4377

Jul-25 to Jan-26 at \$2960.00/MG 166.5406 MG

Feb-26 to Jun-26 at \$3080.00/MG 119.1334 MG

GRAND TOTAL: 285.6740 MG

FY 25/26	SAVINGS	\$ 859,890.90
FY 24/25	SAVINGS	\$ 811,494.05
FY 23/24	SAVINGS	\$ 740,729.67
FY 22/23	SAVINGS	\$ 529,110.41
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FY 09/10	SAVINGS	\$ 496,279.31
FY 08/09	SAVINGS	\$ 371,579.65
FY 07/08	SAVINGS	\$ 486,615.14
FY 06/07	SAVINGS	\$ 326,985.06

TOTAL SAVINGS IN WATER PURCHASES FROM CCWD TO DATE \$ 8,169,974.98

MONTHLY WELL NUMBERS

Million Gallons (MG)

DATE	GLEN PARK	STONECREEK
10/01/26	0.6299	0.0000
10/02/26	0.5734	0.0000
10/03/26	0.5356	0.0024
10/04/26	0.5104	0.0025
10/05/26	0.5546	0.0060
10/06/26	0.5604	0.0055
10/07/26	0.5561	0.0030
10/08/26	0.5544	0.0406
10/09/26	0.5542	0.0185
10/10/26	0.5543	0.0000
10/11/26	0.4943	0.0048
10/12/26	0.4553	0.0179
10/13/26	0.4561	0.0000
10/14/26	0.6248	0.0188
10/15/26		
10/16/26		
10/17/26		
10/18/26		
10/19/26		
10/20/26		
10/21/26		
10/22/26		
10/23/26		
10/24/26		
10/25/26		
10/26/26		
10/27/26		
10/28/26		
10/29/26		
10/30/26		
10/31/26		
Totals	7.6138	0.1200
Combined Totals		7.7338

DIABLO WATER DISTRICT
October 28, 2026 Board Meeting
Item Number 9



TO: Each Director
FROM: Dan Muelrath, General Manager
SUBJECT: District Engineer's Report.

The District Engineer will provide an update on projects that have made significant progress month-over-month.

RECOMMENDATION:

Discuss.

Dan Muelrath

Dan Muelrath
General Manager

Attachment: Construction List



Development Status Report

[Link to Development List-Project Information](#)



Project Description	Location	Developer/ Applicant	Type of Project	Number and Size of Connections	Project Status	FIA Status	Additional Notes (see footer for detail)	Percent Facilities Installation Complete
Elm Lane Apartments	Elm Lane, Oakley	Anton Development	Multi-Family	One 4" Domestic and One 1 1/2" Irrigation	Finalizing Paperwork for Final Acceptance	Board Approved	--	99%
9426 - Delta Coves Marina - Fire Services	West Wind Place, Bethel Island	DMB Development Inc.	Commercial	Three 1-1/2" Irrigation Services; Five 2" services for the Docks	Waiting for Plan Revisions and As-Builts	Board Approved	--	98%
9426 - Delta Coves Marina - Cottages - Pulte Homes	West Wind Place, Bethel Island	Pulte Homes	Subdivision/Condos	64 Services (1" for fire sprinklers) and Two 1 1/2" Irrigation Services	Punchlist Items Complete: Awaiting As- Builts	Board Approved	--	98%
CIP 280	Laurel Rd at O' Hara	City of Oakley	Road Widening	1 Irrigation Connection	Waiting for As-Builts	FIA Not Required- only 1 service	--	98%
9307 - Summer Lake North- Backbone	North of E. Cypress Road; East of Bethel Island Road	DeNova Homes	Subdivision	Backbone Infrastructure for Future Subdivisions; Services for Irrigation	Finalizing Punchlist Items	Board Approved	RW, GWMW, CN	97%
9615 Machado Lane - Cosetti Property	APNs 033-190-003 & 033-190-004	Meritage Homes	Subdivision	76 Lots (1" services for fire sprinklers)	Awaiting As-Builts and Close Out Docs	Board Approved	--	98%
9616 Summer Lake North Phase 1 Village 1	North of E. Cypress Road; East of Bethel Island Road	DeNova Homes	Subdivision	88 Lots (1" services for fire sprinklers)	Punchlist complete; waiting for As-Builts, GIS files, and GWMW installation	Board Approved	RW, GWMW, CN	97%

Notes:

RW = Project identified to install recycled water piping system

GWMW = Project to install one or more groundwater monitoring wells

CN = Carbon Neutrality (solar offset of pump station and/or building)

Updated 10/14/2026

Development Status Report

Project Description	Location	Developer/ Applicant	Type of Project	Number and Size of Connections	Project Status	FIA Status	Additional Notes (see footer for detail)	Percent Facilities Installation Complete
9617 Summer Lake North Phase 1 Village 2	North of E. Cypress Road; East of Bethel Island Road	DeNova Homes	Subdivision	52 Lots (1" services for fire sprinklers)	Punchlist complete; waiting for GIS files and As-Builts	Board Approved	RW, CN	98%
9619 Summer Lake North Phase 1 Village 4	North of E. Cypress Road; East of Bethel Island Road	DeNova Homes	Subdivision	63 Lots (1" services for fire sprinklers)	Punchlist complete; waiting for GIS files and As-Builts	Board Approved	RW, CN	98%
Oakley Shops at Laurel Field	Laurel Rd at O' Hara	Regency Centers	Commercial/Safeway	1-1.5", 1-2", 1-3" domestic services; 1-1.5" irrigation service; 2-8" fire services	Completing GIS files	Board Approved	--	97%
8760 - Stonewood 1B	West of Rose Ave; south of Longhorn Way; North of Carpenter Road	Seeno Homes	Subdivision	133 Lots (1" services for fire sprinklers)	Awaiting GIS files and Record Drawings	Board Approved	GWMW	97%
9622 Summer Lake North Phase 1 Village 7	North of E. Cypress Road; East of Bethel Island Road	DeNova Homes	Subdivision	86 Lots (1" services for fire sprinklers)	Awaiting GIS files, Record Drawings, and installation of GWMW	Board Approved	RW, GWMW, CN	97%
9614 Sellers Avenue	South of E. Cypress Road; West of Sellers Avenue	Meritage Homes	Subdivision	77 Lots (1" services for fire sprinklers)	Waiting for GIS and As- Builts	Board Approved	--	97%
Emerson Ranch Commercial - Phase 1	Cypress Road at Sellers Avenue	Au Energy, LLC	Commercial	One 2" domestic, one 1" irrigation, and one 8" fire services	Anticipate Board Acceptance in October 2026	Board Approved	--	100%
8787 Rosewood Subdivision	4073 Rose Avenue, Oakley	Discovery Builders, INC	Subdivision	61 Lots (1" services for fire sprinklers)	Punchlist items complete. Awaiting GIS files and updated Record Drawings	Board Approved	--	95%

Notes:
 RW = Project identified to install recycled water piping system
 GWMW = Project to install one or more groundwater monitoring wells
 CN = Carbon Neutrality (solar offset of pump station and/or building)

Development Status Report

Project Description	Location	Developer/ Applicant	Type of Project	Number and Size of Connections	Project Status	FIA Status	Additional Notes (see footer for detail)	Percent Facilities Installation Complete
9557 Burroughs Property	E. Cypress Road & Knightsen Avenue	KB Homes	Subdivision	208 Lots (1" services for fire sprinklers)	Passed Bac-T Testing. Needing GWMW and final items installed.	Board Approved	GWMW	89%
CIP 247	E. Cypress Road, East of Knightsen Avenue	City of Oakley	Road Widening/ Realignment	1 Irrigation Connection and Extension of 20" Waterline	Tie-ins Complete; Starting On Punchlist Items	FIA Planned for Upcoming Board Meeting	--	85%
9618 Summer Lake North Phase 1 Village 3	North of E. Cypress Road; East of Bethel Island Road	DeNova Homes	Subdivision	54 Lots (1" services for fire sprinklers)	Construction Underway	Board Approved	RW, CN	60%
9621 Summer Lake North Phase 1 Village 6	North of E. Cypress Road; East of Bethel Island Road	DeNova Homes	Subdivision	55 Lots (1" services for fire sprinklers)	Tie-ins Complete; Needing to Start Punchlist Items	Board Approved	RW, CN	85%
Live Oak Industrial Park	Live Oak Avenue; between Main St and Oakley Rd	Live Oak Investors, LLC	Industrial Facilities; 8 buildings	8 Buildings (4-1" potable services; 1-1" irrigation service; 1-8" fire service)	Punchlist items complete; awaiting GIS and Record Drawings	Board Approved	--	92%
CIP 310	E. Cypress Road, Canal Crossing to Jersey Island Rd	City of Oakley	Road Widening/ Realignment	No Connections	Construction Underway	Future Board Meeting	--	75%
CIP 302	E. Cypress Road, East of Jersey Island Rd	City of Oakley	Road Widening/ Realignment	No Connections	Construction Underway	Future Board Meeting	--	50%
9620 Summer Lake North Phase 1 Village 5	North of E. Cypress Road; East of Bethel Island Road	DeNova Homes	Subdivision	79 Lots (1" services for fire sprinklers)	Waiting for Project Start Date	Board Approved	RW, CN	0%

Notes:

RW = Project identified to install recycled water piping system

GWMW = Project to install one or more groundwater monitoring wells

CN = Carbon Neutrality (solar offset of pump station and/or building)

Development Status Report

Project Description	Location	Developer/ Applicant	Type of Project	Number and Size of Connections	Project Status	FIA Status	Additional Notes (see footer for detail)	Percent Facilities Installation Complete
8803 - Brownstone (Clyde Miles Construction)	Brownstone Road, Oakley	Clyde Miles Construction	Subdivision	50 Lots (1" services for fire sprinklers)	Submittal Review Underway	Board Approved	GWMW	10%
6013 - BIRPS Bethel Island Res. & Pump Station	Delta Coves Project, Bethel Island	SDC Delta Coves	Reservoir & Pump Station for Delta Coves	No Connections	Under Design and DWD Plan Review	Future Board Meeting	CN	0%
637 Brownstone Road	APN 034-170-006; Brownstone Rd; east of O'Hara Ave.	Discovery Builders, INC	Subdivision	Pending	On Hold	Future Board Meeting	--	0%
6610 - Spinnaker Cove	Cypress Road to Sandmound Blvd	Woehrle Development	Subdivision	Pending	Planning Stage	Future Board Meeting	--	0%
8807 - Villa Grove	2080 O'Hara Avenue	Discovery Homes	Subdivision	35 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	--	0%
9088 - Cedarwood	4192 Live Oak Avenue (Near Knox Lane)	Forecast Land Investments, LLC	Subdivision	34 Lots (1" services for fire sprinklers)	City Planning Stage	Future Board Meeting	--	0%
9156 - Bethel Island LLC (Biggs) (Part of Cypress Preserve)	South of Summer Lake South, Rock Slough, Oakley		Subdivision	195 Apt Units (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	RW, GWMW, CN	0%
9183 Stonewood 3	SE & SW Corners of Carpenter Rd/Simoni Ranch Rd and Rose Avenue	West Coast Home Builds	Subdivision	31 Lots (1" services for fire sprinklers)	City Planning Stage/On Hold	Future Board Meeting	--	0%

Notes:

RW = Project identified to install recycled water piping system

GWMW = Project to install one or more groundwater monitoring wells

CN = Carbon Neutrality (solar offset of pump station and/or building)

Updated 10/14/2026

Development Status Report

Project Description	Location	Developer/ Applicant	Type of Project	Number and Size of Connections	Project Status	FIA Status	Additional Notes (see footer for detail)	Percent Facilities Installation Complete
9311 KT-KB Oakley, LLC (Part of Cypress Preserve)	APN 032-082-001; East of Jersey Island Road; North of East Cypress Road		Subdivision	276 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	RW, GWMW, CN	0%
9404 - Leshner Property (Part of Cypress Preserve)	Northwest corner of Bethel Island & East Cypress Road		Subdivision	1056 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	RW, GWMW, CN	0%
9488 Castro Property	East side of Machado Ln; South of East Cypress Road	Henghou Group	Subdivision	10 Lots (1" services for fire sprinklers)	City Planning Stage/On Hold	Future Board Meeting	--	0%
9534 - Stonewood 5	West of Rose Ave; south of Longhorn Way' North of Carpenter Road	Discovery Builders, INC	Subdivision	21 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	--	0%
9537 - 2480 Oakley Road	2480 Oakley Road, near Live Oak Avenue, Oakley	Oakley Road Partners, LLC	Subdivision	22 Lots (1" services for fire sprinklers)	City Planning Stage/On Hold	Future Board Meeting	--	0%
9579 Honey/Creekside Subdivision	463 & 560 Honey Lane	Nuvera Homes	Subdivision	57 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	GWMW	0%
9624 Grand Cypress Preserve Ph. 1 Village 1 R-21	South of E. Cypress Road; West of Bethel Island Road		Subdivision	83 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	RW, GWMW, CN	0%
9625 Grand Cypress Preserve Ph. 1 Village 1 R-22	South of E. Cypress Road; West of Bethel Island Road		Subdivision	111 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	RW, GWMW, CN	0%

Notes:

RW = Project identified to install recycled water piping system

GWMW = Project to install one or more groundwater monitoring wells

CN = Carbon Neutrality (solar offset of pump station and/or building)

Development Status Report

Project Description	Location	Developer/ Applicant	Type of Project	Number and Size of Connections	Project Status	FIA Status	Additional Notes (see footer for detail)	Percent Facilities Installation Complete
9626 Grand Cypress Preserve Ph. 1 Village 1 R-25	South of E. Cypress Road; West of Bethel Island Road		Subdivision	65 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	RW, GWMW, CN	0%
9627 Grand Cypress Preserve Ph. 1 Village 1 R-26	South of E. Cypress Road; West of Bethel Island Road		Subdivision	78 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	RW, GWMW, CN	0%
Brownstone and Main Commercial Development	Brownstone and Main Street	City of Oakley	Commercial/ Restaurant/ Retail/Car Wash	Pending	City Planning Stage/On Hold	Future Board Meeting	GWMW	0%
East Cypress Road Precise Alignment (Part of Cypress Preserve)	East Cypress Road; Between Knightsen Ave. and Bethel Island Road		Subdivision	Pending	Under DWD Plan Review	Future Board Meeting	--	0%
IBN Sina Community Center	Oakley Road and Neroly Road		Public Assembly/Residential	Pending	City Planning Stage/On Hold	Future Board Meeting	--	0%
Live Oak and Main Street	Live Oak Avenue and Main Street		Subdivision	49 Lots (1" services for fire sprinklers)	City Planning Stage/On Hold	Future Board Meeting	--	0%
Oakley Village	West of Sellers Road	Edgemont Station LLC	Subdivision	42 Lots (1" services for fire sprinklers)	City Planning Stage/On Hold	Future Board Meeting	--	0%
The Honey Lane Development	637 Honey Lane, Oakley (adjacent to Marsh Creek)	Matthew Rasuli	Subdivision	19 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	--	0%

Notes:
 RW = Project identified to install recycled water piping system
 GWMW = Project to install one or more groundwater monitoring wells
 CN = Carbon Neutrality (solar offset of pump station and/or building)

DIABLO WATER DISTRICT
October 28, 2026 Board Meeting
Item Number 10



TO: Each Director
FROM: Dan Muelrath, General Manager
SUBJECT: District Counsel's Report.

District Counsel will provide any relevant updates regarding legislative, regulatory, and/or court case matters.

RECOMMENDATION:

Receive.

Dan Muelrath

Dan Muelrath
General Manager



DIABLO WATER DISTRICT
October 28, 2026 Board Meeting
Item Number 11



TO: Each Director

FROM: Dan Muelrath, General Manager

SUBJECT: Directors' Reports.

Representative assignments verbal reports:

Monthly:

- City of Oakley – Director Tiernan
- Ironhouse Sanitary District – President Seger
- Contra Costa Water District – Director Tiernan
- City of Oakley Planning Commission – Director Moats

As needed:

- ECWMA – President Seger
- ACWA JPIA – Director Moats
- SGMA – President Seger
- CCSDA – Director Shaw

Ad hoc reports:

- Report as needed

Other:

- Report as needed

RECOMMENDATION:

Discuss.

Dan Muelrath

Dan Muelrath
General Manager



DIABLO WATER DISTRICT

October 28, 2026 Board Meeting

Item Number 12

TO: Each Director

FROM: Dan Muelrath, General Manager

SUBJECT: Future Board Meetings and Agenda Items.

November 18, 2026 (Special) - 2:30 pm	
Contra Costa Special District Association Overview	Presentation
CalPERS Resolution of Intent	Action
HR Regulation Updates 104, 105, 106, and 114	Action
2026 Facilities Plan Update	Discussion
Regulations 2, 4, 5, 6 and 7	Discussion
November 25, 2026 (Regular) CANCELLED	
December 9, 2026 (Special) - 2:30 pm	
Oath of Office for Directors Elected in Election	Action
Officer and Representative Assignments	Action
Acceptance of Annual Audit	Action
GFOA Distinguished Budget Award Presentation (<i>if awarded</i>)	Action
Regulations 2, 4, 5, 6 and 7	Action
December 23, 2026 (Regular) CANCELLED	
January 6, 2027 (Special – Strategic Planning) - 1:30 pm	
January 27, 2027 (Regular) - 6:30 pm	
Good Governance Refresher	Discussion
Other Items	Future Date
Cross-Connection Control Plan Update	Once Approved by State