



BOARD OF DIRECTORS:
MARILYN M. TIERNAN
PRESIDENT

SCOTT R. PASTOR
VICE PRESIDENT

PAUL SEGER
JOE KOVALICK
JASON SHAW

GENERAL MANAGER:
DANIEL MUELRATH

GENERAL COUNSEL:
WESLEY A. MILIBAND

BOARD SECRETARY:
KAIT KNIGHT

AGENDA

The Regular Meeting of the Board of Directors of Diablo Water District will be held on September 25, 2024 at 6:30 pm at the District's office, 87 Carol Lane, 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: 703 815 344#

Or

Web Option: www.diablowater.org/webmeetings

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.org, or by calling Kait Knight at (925) 625-6587. A fee may be charged for copies.

If you have a 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. **All virtual attendees will remain on mute until called upon to address the Board.**

Resolution of Appreciation

3. LaVonda Castor Resolution.

Action Items

4. 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 Regular Meeting of July 24, 2024.

Staff Recommendation: Approve.

B. Minutes of the Regular Meeting of August 28, 2024.

Staff Recommendation: Approve.

C. Purchase of Compact Excavator.

Staff Recommendation: Authorize the purchase of the budgeted John Deere 60 P-Tier Compact Excavator from Pape Machinery for an amount not to exceed \$127,574.21.

D. Authorization to Execute Facilities Installation Agreement with Meritage Homes of California, Inc. for Subdivision 9614 Sellers Improvements.

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

E. Authorization to Execute Facilities Installation Agreement with Civic Summer Lake North for Subdivision 9619 Summer Lake North, Phase 1- Village 4 Improvements.

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

F. Authorization to Execute Facilities Installation Agreement with Civic Summer Lake North for Subdivision 9622 Summer Lake North, Phase 1- Village 7 Improvements.

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

5. Financial Reports.

Staff Recommendation: Approve warrant register 2024-8, ACH wire transactions for August 2024, and receive the monthly financial statement for July 2024.

6. Award of Contract for Water Rate Consulting Services.

Staff Recommendation: Authorize the General Manager to execute a professional services agreement for water rate consulting services with the consultant selected by the Ad Hoc.

7. Award of Contract for Grant Writing Consulting Services.

Staff Recommendation: Authorize the General Manager to execute a professional services agreement for grant writing consulting services with EKI Environment & Water Inc. in an amount not to exceed \$70,000, plus a 10% contingency.

Discussion Items

8. FRC Update.

9. General Manager's Report.

- Water Supply Charts

10. District Engineer's Report.

11. District Counsel's Report.

12. Directors' Reports.

- Representative verbal reports.
- Other items as needed.

13. Future Agenda Items.

- Preliminary list of items for the next two months.

- Other items being tracked and awaiting a scheduled date.

14. Next Meetings of the Board of Directors.

- October 23, 2024 Regular Meeting – 6:30 pm
- November 13, 2024 Special Meeting – 6:30 pm
- ~~November 27, 2024 Regular Meeting – 6:30 pm – Cancelled~~
- December 11, 2024 Special Meeting – 6:30 pm
- ~~December 25, 2024 Regular Meeting – 6:30 pm – Cancelled~~

Closed Session Items

**15. Closed Session – 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
Ironhouse/Reclamation District 830 Representative TBD
Under Negotiation: Terms and Price

**Closed Session – Conference with Real Property Negotiations
(Government Code § 54956.8)**

Property Description: Delta Coves Reservoir and Pump Station located in Contra
Costa County
Negotiation: Diablo Water District General Manager Dan Muelrath and DMB
Development LLC EVP - Partner Nick Taratsas
Under Negotiation: Terms and Price

**Conference with Legal Counsel – Anticipated Litigation (Paragraph (4) of
subdivision (d) of Gov. Code § 54956.9)**
(One Potential Case)

16. Adjournment.

Posted this 19th day of September 2024.



Dan Muelrath, General Manager

**DIABLO WATER DISTRICT
RESOLUTION OF APPRECIATION
FOR
LAVONDA CASTOR**

WHEREAS, LaVonda Castor was employed by the District on July 24, 2006, and served the people of Oakley for eighteen years;

AND WHEREAS, LaVonda generously gave her time and devoted her career and best efforts to the accomplishment of the mission of Diablo Water District, which is to be environmentally responsible stewards of the water resources in our care for the benefit of our community by continually striving to be leaders in: high-quality water, customer service, public engagement, technical innovation, and responsible fiscal management;

AND WHEREAS, LaVonda supported the customers of the District by providing excellent customer service and assisting with the implementation of major projects that have helped steer the District toward technical innovation. Some of these projects include: the smart read metering system, the software conversion to Tyler Technologies, designing the new bill format and the service order software program;

AND WHEREAS, LaVonda was promoted to Utility Billing Analyst on July 1, 2022, where she continued to lead her department, share her knowledge with coworkers and create new processes that will contribute to the future successes of the District's operations;

AND WHEREAS, LaVonda provided invaluable review and input in the preparation of the District's public communication forms, annual audits and internal processes;

AND WHEREAS, LaVonda's passion, dedication and lively personality endeared her to fellow coworkers and customers of the District;

THEREFORE, BE IT RESOLVED, the Board of Directors of Diablo Water District does heartily commend LaVonda Castor for her outstanding public service as an employee of Diablo Water District, and on behalf of the District's staff and its customers, extends to her their deep appreciation for her excellent public service.

President

Vice President

Director

Director

Director

General Manager

Finance & Accounting Manager

DIABLO WATER DISTRICT
September 25, 2024 Board Meeting
Item Number 4

TO: Each Director
FROM: Dan Muelrath, General Manager
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 vote.

4A. Minutes of the Regular Meeting of July 24, 2024.

Staff Recommendation: Approve.

4B. Minutes of the Regular Meeting of August 28, 2024.

Staff Recommendation: Approve.

4C. Purchase of Compact Excavator.

Per the District's purchasing policy, equipment over \$100,000 that is already budgeted, requires Board approval prior to purchasing.

Staff Recommendation: Authorize the purchase of the budgeted John Deere 60 P-Tier Compact Excavator from Pape Machinery for an amount not to exceed \$127,574.21.

4D. Authorization to Execute Facilities Installation Agreement with Meritage Homes of California, Inc. for Subdivision 9614 Sellers Improvements.

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



4E. Authorization to Execute Facilities Installation Agreement with Civic Summer Lake North for Subdivision 9619 Summer Lake North, Phase 1-Village 4 Improvements.

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

4F. Authorization to Execute Facilities Installation Agreement with Civic Summer Lake North for Subdivision 9622 Summer Lake North, Phase 1-Village 7 Improvements.

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

RECOMMENDATION:

Approve.

Dan Muelrath

Dan Muelrath
General Manager





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PAUL SEGER
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GENERAL MANAGER:
DANIEL MUEL RATH

GENERAL COUNSEL:
WESLEY A. MILIBAND

BOARD SECRETARY:
KAIT KNIGHT

MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS OF
DIABLO WATER DISTRICT
HELD ON JULY 24, 2024

The Regular Meeting of the Board of Directors of Diablo Water District was held on July 24, 2024 at 6:30 pm at the District's office, 87 Carol Lane, Oakley, California and via conference call / web 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 Vice President Pastor at 6:30 p.m. on July 24, 2024.

Directors Present: Pastor, Seger, Kovalick, Shaw
Staff Present: Dan Muelrath, Kait Knight, Nacho Mendoza, Jennifer McCoy, Jim Smith, Wayne Weaver
General Counsel: Wes Miliband (Miliband Water Law)
Others Present: Bill Brick (CDM Smith), Dan Rodrigo (CDM Smith), Angela Lowrey (Ironhouse), Members of the Public

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.

Angela Lowrey (Ironhouse) provided an introduction and background information on Jean-Marc Petit, the new General Manager of Ironhouse.

Public Hearing

3. Public Hearing Regarding Proposed Increase in Water Charges for County Well Systems M-24 Southpark and M-27 Willow Park Marina.

Staff Recommendation: Conduct public hearing by opening the hearing and receiving Staff presentation and comments from Directors and the public, and then close the hearing.

Vice President Pastor held and then closed the public hearing.

Action Items

4. Proposed Water Rate Adoption for County Well Systems M-24 Southpark and M-27 Willow Park Marina.

Staff Recommendation: Adopt Resolution Number 2024-07, determining compliance with procedural requirements, making findings and determinations, revising rates for M-24 and M-27 potable and non-potable water services, and amending the corresponding rate and charge schedules of Diablo Water District, and taking related actions.

It was moved by Director Kovalick, seconded by Director Shaw and approved by the following vote to adopt Resolution Number 2024-07, determining compliance with procedural requirements, making findings and determinations, revising rates for M-24 and M-27 potable and non-potable water services, and amending the corresponding rate and charge schedules of Diablo Water District, and taking related actions.

AYES: Seger, Kovalick, Shaw, Pastor
NOES: None
ABSTAIN: None
ABSENT: Tiernan

Action Items

5. 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 June 12, 2024.

Staff Recommendation: Approve.

B. Acceptance of Facilities – Oakley Logistics Center – Subdivision 9513.

Staff Recommendation: Adopt Resolution Number 2024 – 08.

C. Acceptance of Facilities – Contra Costa Logistics Center – Temporary Shutdown of 24-Inch Waterline Relocation.

Staff Recommendation: Adopt Resolution Number 2024 – 09.

It was moved by Director Seger, seconded by Director Shaw and approved by the following vote to approve the Consent Calendar.

AYES: Seger, Kovalick, Shaw, Pastor
NOES: None
ABSTAIN: None
ABSENT: Tiernan

6. Financial Reports.

Staff Recommendation: Approve warrant register 2024-6, ACH wire transactions for June 2024, and receive the monthly financial statement for May 2024.

It was moved by Director Seger, seconded by Vice President Pastor and approved by the following vote to approve warrant register 2024-6, ACH wire transactions for June 2024, and receive the monthly financial statement for May 2024.

AYES: Seger, Kovalick, Shaw, Pastor
NOES: None
ABSTAIN: None
ABSENT: Tiernan

7. Authorization to Write Off Uncollectible Accounts for FY 2023-2024.

Staff Recommendation: Authorize Staff to write off \$24,925.00 in bad debt from the financial system.

Director Shaw inquired if the District is doing everything possible to collect bad debts. Finance & Accounting Manager McCoy assured that staff works diligently to collect these accounts and hold customers accountable if they return to the District.

Director Kovalick requested that Staff determine if the collection agency sells the debts to a third-party.

It was moved by Director Seger, seconded by Director Shaw and approved by the following vote to authorize Staff to write off \$24,925.00 in bad debt from the financial system.

AYES: Seger, Kovalick, Shaw, Pastor
NOES: None
ABSTAIN: None
ABSENT: Tiernan

Discussion Items

8. Carbon Neutrality Update.

Jim Smith, Strategic Initiatives Project Manager, presented an overview of the District's greenhouse gas inventory and potential options for achieving the District's goal for carbon neutrality by December 31, 2027.

The board engaged in discussions about available options and expressed support for the District's direction. They requested more information on energy audits by Contra Costa Water District (CCWD) for the Randall-Bold Water Treatment Plant (RBWTP).

General Manager Muelrath summarized the next steps: considering a move to deep green energy under Board approval, purchasing the two electric vehicles budgeted for this fiscal year, and considering including renewable diesel in next fiscal year's budget.

9. Water Supply Alternatives - Blue Sky Planning Update.

The Board received the draft results of the Blue Sky Planning project from District engineers Bill Brick and Dan Rodrigo.

The Board expressed interest in running the results through alternate sensitivities to further review their options. General Manager Muelrath asked the Board to provide specific sensitivity weight suggestions to him directly, with more direction to be given at the next regular meeting.

10. General Manager's Report.

- Water Supply Charts
- Climate Bond
- Bethel Island Consolidation Update

General Manager Muelrath highlighted the progress in the consolidation efforts of Bethel Island, noting that the grant process is moving forward to feasibility studies.

11. District Engineer's Report.

Bill Brick, CDM Smith, reported on the status of construction projects.

12. District Counsel's Report.

General Counsel Miliband updated the Board that legislation for AB 1287 is moving forward with strong support and should soon be sent to the Governor for approval.

General Manager Muelrath advised the Board that the District can be listed as a supporting agency if desired.

13. Directors' Reports.

- Representative verbal reports.
- Other items as needed.

Vice President Pastor asked Angela Lowrey for clarification on whether the sewer lateral inspection required at the time of a home sale was new. Angela Lowrey explained that it is not new and is an industry-wide requirement, with inspections conducted by Ironhouse staff. He also reported on the LAFCO meeting, sharing that a 97-acre parcel outside of El Cerrito needs water and sewer services, but it is on the other side of the urban limit line. If the District received a request to connect to water, it would require approval from the county and LAFCO.

Director Seger reported on a CCWD agenda item for the 2025 Strategic Grant Program and shared upcoming meeting dates for the Marsh Creek Watershed Council and Knightsen Wetlands

14. Future Agenda Items.

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

Director Seger requested a presentation on the Marsh Creek Watershed and suggested discussing potential projects for the CCWD 2025 Grant Program.

15. Next Meetings of the Board of Directors.

- August 1, 2024 Special Meeting – 2:30 pm
- August 28, 2024 Regular Meeting – 6:30 pm
- September 25, 2024 Regular Meeting – 6:30 pm
- October 23, 2024 Regular Meeting – 6:30 pm

Closed Session

16. Closed Session – 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 Ironhouse/Reclamation District 830 Representative TBD
Under Negotiation: Terms and Price

Conference with Legal Counsel – Anticipated Litigation (Paragraph (4) of subdivision (d) of Gov. Code § 54956.9)

(One Potential Case)

No reportable action.

Open Session

17. Adjournment.

Vice President Pastor adjourned the meeting at 9:50 p.m.



BOARD OF DIRECTORS:
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PAUL SEGER
JOE KOVALICK
JASON SHAW

GENERAL MANAGER:
DANIEL MUEL RATH

GENERAL COUNSEL:
WESLEY A. MILIBAND

BOARD SECRETARY:
KAIT KNIGHT

MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS OF
DIABLO WATER DISTRICT
HELD ON AUGUST 28, 2024

The Regular Meeting of the Board of Directors of Diablo Water District was held on August 28, 2024 at 6:30 pm at the District's office, 87 Carol Lane, Oakley, California and via conference call / web 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 Tiernan at 6:33 p.m. on August 28, 2024.

Directors Present: Tiernan, Pastor, Seger, Kovalick, Shaw
Staff Present: Dan Muelrath, Kait Knight, Nacho Mendoza, Jennifer McCoy, Wayne Weaver
General Counsel: Wes Miliband (Miliband Water Law)
Others Present: Bill Brick (CDM Smith), Mark Urban (CDM Smith), Servando Molina (CDM Smith), Angela Lowrey (Ironhouse)

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.

Public Hearing

3. Public Hearing Regarding Proposed Increase in Water Charges for M-25 Well System.

Staff Recommendation: Conduct public hearing by opening the hearing and receiving Staff presentation and comments from

Directors and the public, and then close the hearing.

President Tiernan held and then closed the public hearing.

Action Items

4. Proposed Water Rate Adoption for Well System M-25 Knightsen.

Staff Recommendation: Adopt Resolution Number 2024-10, determining compliance with procedural requirements, making findings and determinations, revising rates for M-25 potable and non-potable water services, and amending the corresponding rate and charge schedules of Diablo Water District, and taking related actions.

It was moved by Director Shaw, seconded by Vice President Pastor and approved by the following vote to adopt Resolution Number 2024-10, determining compliance with procedural requirements, making findings and determinations, revising rates for M-25 potable and non-potable water services, and amending the corresponding rate and charge schedules of Diablo Water District, and taking related actions.

AYES: Pastor, Seger, Kovalick, Shaw, Tiernan
NOES: None
ABSTAIN: None

5. 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 1, 2024.

Staff Recommendation: Approve.

B. Acceptance of Facilities – Sudivisions 8736 Pheasant Meadows and 8836 Vintner View.

Staff Recommendation: Adopt Resolution Number 2024 – 11.

**C. Acceptance of Facilities – Contra Costa Logistics Center –
Temporary Shutdown of 24-Inch Waterline Relocation.**

Staff Recommendation: Adopt Resolution Number 2024 – 09.

It was moved by Vice President Pastor, seconded by Director Kovalick and approved by the following vote to approve the Consent Calendar.

AYES: Pastor, Seger, Kovalick, Shaw, Tiernan

NOES: None

ABSTAIN: None

6. Financial Reports.

Staff Recommendation: Approve warrant register 2024-7, ACH wire transactions for July 2024, and receive the monthly financial statement for June 2024.

It was moved by Director Seger, seconded by Director Shaw and approved by the following vote to approve warrant register 2024-7, ACH wire transactions for July 2024, and receive the monthly financial statement for June 2024.

AYES: Pastor, Seger, Kovalick, Shaw, Tiernan

NOES: None

ABSTAIN: None

7. Marin Clean Energy Deep Green.

Staff Recommendation: Authorize Staff to switch the District's power source to Deep Green and update the District's carbon calculations.

It was moved by Director Kovalick, seconded by Director Seger and approved by the following vote to authorize Staff to switch the District's power source to Deep Green and update the District's carbon calculations.

AYES: Pastor, Seger, Kovalick, Shaw, Tiernan

NOES: None

ABSTAIN: None

8. Creation of Water Rates Ad Hoc.

Staff Recommendation: Establish a water rate ad hoc subcommittee and select two directors to serve on the subcommittee.

Director Kovalick volunteered to serve on the committee given his previous experience on the last rate study; however, if others were interested, he would pass.

Director Shaw and Director Seger both expressed interest in serving on the subcommittee.

It was moved by Director Kovalick, seconded by Vice President Pastor and approved by the following vote to establish a water rate ad hoc subcommittee, selecting Director Seger and Director Shaw to serve.

AYES: Pastor, Seger, Kovalick, Shaw, Tiernan
NOES: None
ABSTAIN: None

9. District Public Relations Update.

Staff Recommendation: Establish a public relations ad hoc subcommittee and select two directors to serve on the subcommittee.

It was moved by Director Seger, seconded by President Tiernan and approved by the following vote to establish a public relations ad hoc subcommittee, selecting Director Kovalick and President Tiernan to serve.

AYES: Pastor, Seger, Kovalick, Shaw, Tiernan
NOES: None
ABSTAIN: None

Discussion Items

10. Well Water Treatment Update.

Mark Urban and Bill Brick, CDM Smith, presented the results of the well water treatment study.

The board engaged in extensive discussions about the presented results and requested additional information on potential partnerships with the City of Antioch's Desalination Plant and the possible impacts on future DPR initiatives

11. General Manager's Report.

- Water Supply Charts

General Manager Muelrath highlighted current water supply, water demands and local well production.

12. District Engineer's Report.

Bill Brick, CDM Smith, reported on the status of construction projects.

Director Seger inquired on the status of the updated Facilities Reserve Charges and Bill Brick advised an update was to the General Manager was expected by the end of the year.

13. District Counsel's Report.

General Counsel Miliband updated the Board on the Sites Reservoir Project and informed them that the upcoming hearing will also address the environmental concerns raised about the project.

14. Directors' Reports.

- Representative verbal reports.
- Other items as needed.

Vice President Pastor reported that the Ironhouse meeting on August 6th was the new General Manager's first, where the approval of annual taxes and a conference on PFAs were highlighted. He also noted that at the August 20th meeting, it was announced that General Manager Petit has joined the reclamation board for Jersey Island. There was no LAFCO meeting to report.

General Manager Muelrath announced that he and Director Kovalick will provide a report out at a future meeting on the CA WateReuse conference they will attend in September.

President Tiernan reported out on the recent visit with Congressperson DeSaulnier, and that it was a great meeting. They discussed federal funds, toured the reservoirs, and discovered his background in transportation which could assist with District infrastructure needs. She explained to him the size and growth of the city which intrigued him. She highlighted that General Manager Muelrath discussed the funding the District has received, how it has been used, and future needs, expressing hope for federal funding support in the future. He seemed impressed with the District's carbon neutrality goal.

15. Future Agenda Items.

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

Director Kovalick inquired about the copper component of the Lead and Copper Rule scheduled for a future agenda item. General Manager Muelrath explained that there are specific requirements for how copper may leach. The District tests 30-40 homes for lead and copper, no lead or copper levels above the MCL have been detected in our system. Although our service area does not have lead pipes, we are still required to participate.

16. Next Meetings of the Board of Directors.

- September 25, 2024 Regular Meeting – 6:30 pm
- October 23, 2024 Regular Meeting – 6:30 pm
- November 13, 2024 Special Meeting – 6:30 pm
- ~~November 27, 2024 Regular Meeting – 6:30 pm – Cancelled~~

Closed Session

17. Closed Session – 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 Ironhouse/Reclamation District 830 Representative TBD
Under Negotiation: Terms and Price

Conference with Legal Counsel – Anticipated Litigation (Paragraph (4) of subdivision (d) of Gov. Code § 54956.9)

(One Potential Case)

No reportable action.

Open Session

18. Adjournment.

President Tiernan adjourned the meeting at 9:56 p.m.

Kait Knight, Board Secretary

DRAFT



DIABLO WATER DISTRICT

87 Carol Lane
Oakley, CA 94561
PH: (925) 625-3798
FAX: (925) 625-0814

PURCHASE ORDER

PO Number: REQ00209

Date: 09/12/2024

Requisition #: REQ00209

Vendor #: PAPE

ISSUED TO: PAPE MACHINERY, INC.
PO BOX 35144 #5077
SEATTLE, WA 98124-5144

SHIP TO: DIABLO WATER DISTRICT
3990 MAIN STREET
OAKLEY, CA 94561

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	1 John Deere 60 P-Tier Compact Excavator w/attachmnt	01-02-800-071		114,551.00	124,574.21

Authorized by: _____

SUBTOTAL:	114,551.00
TOTAL TAX:	10,023.21
SHIPPING:	0.00
TOTAL	124,574.21

DIABLO WATER DISTRICT
September 25, 2024 Board Meeting
Item Number 4D

TO: Each Director

FROM: Dan Muelrath, General Manager

SUBJECT: Authorization to Execute Facilities Installation Agreement with Meritage Homes of California, Inc. for Subdivision 9614 Sellers Improvements.

Attached is the Facilities Installation Agreement with Meritage Homes of California, Inc. for Subdivision 9614 Sellers Improvements. Design plans were approved and signed on June 17, 2024.

The project consists of 77 single services, two 1” irrigation services, potable mains and appurtenances to serve water to the project.

RECOMMENDATION:

Authorize the General Manager to Execute the Agreement.

Dan Muelrath

Dan Muelrath
General Manager

Attached: Diablo Water District Facilities Installation Agreement
Subdivision 9614 Sellers Improvements



**DIABLO WATER DISTRICT
FACILITIES INSTALLATION AGREEMENT
SELLERS IMPROVEMENT PLANS
SUBDIVISION NO. 9614**

This Agreement (“Agreement”) is made and entered into this ____ day of _____, 2024 (“**Effective Date**”), by and between the **DIABLO WATER DISTRICT**, a county water district organized and operating pursuant to Water Code section 30000 *et seq.* (herein referred to as “**District**”), and **MERITAGE HOMES OF CALIFORNIA, 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 9614 - Sellers”, consisting of 77 lots, numbered 1 to 77 within approximately 18 acres of land and is hereinafter referred to as the “**Developer’s Land**,” described as Contra Costa County Assessor Parcel No. 033-150-013 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.”

Developer’s development 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 and appurtenances necessary to provide potable 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 pendency of construction) (“**District’s 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 & 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. 9614 Sellers Improvement Plans, prepared by Carlson, Barbee, and Gibson and approved by the District on June 17, 2024, ("**Plans**"). 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 relative 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 in 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, Section 5). Any and 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 deducted from the Developer's Deposit (defined below). Any damage to the District's existing water facilities caused by the Developer, contractor, sub-contractor, 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.

Developer shall be required to install a pressure-reducing valve, approved by the District, at the water service entrance to every structure that will receive water service from the District in order to minimize the effect of higher-than-normal water pressure at the location of the Project. Concurrent with the recordation of the Final Map for the Developer's Land, Developer shall also execute and record a covenant, that will run with the Developer's land, to place each and every subsequent owner of each and every residential lot on notice of the responsibility to maintain the pressure-reducing valves, installed by the Developer, and that the District is in no way liable for any damage that may result due to water pressure. The language and form of this covenant shall be subject to the sole approval of the District, shall be recorded against each residential lot prior to commencement of water service, and shall be in a form substantially similar to Exhibit "B," attached hereto.

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 from time-to-time to address imminent health or safety needs as more particularly described in Section 2 above during the pendency of the Project and performance of this Agreement, and the provisions of this Agreement.

Subject to the terms of this Agreement, the District agrees to issue such permit in accordance with the District's Regulations. Such a permit shall not be issued if the Facilities deviate from the approved Plans, unless such deviations are approved, in writing, by the District's General Manager.

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

5. **Easements and Right of Entry** The Developer has granted 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 which may result in a loss or impairment of the rights

granted to the District for access to the Facilities or any part thereof.

6. **Notification of Construction Activities** The Developer agrees to notify the District, in writing, at least forty-eight (48) hours 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 performed.

7. **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 **\$75,000 (Seventy-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 **\$15,000 (Fifteen Thousand Dollars)** on account thereof ("Developer's Deposit") as a portion of the Project Costs. The Developer shall pay the District the remaining **\$60,000 (Sixty 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 in order 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 Costs account 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.

8. **Connection Charges and Additional District Charges** The Developer shall pay the District's connection charges for water services for 77 residential lots and two 1-inch irrigation services, and any other service(s) that may be shown on the Plans. 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 may verify the amount of any and all facilities reserve charges with Contra Costa Water District.

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.

9. **Performance, Labor and Material Bonds** Prior to commencement of the installation of the Facilities and not later than sixty (60) 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 **\$1,090,000 (One Million Ninety Thousand Dollars)** ("**Performance Bond**") and a corporate surety labor and materials bond satisfactory to the District in the amount

of **\$545,000 (Five Hundred Forty-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. In lieu of a corporate surety bond(s), the District may consider accepting an irrevocable letter of credit from an appropriate financial institution, as determined by the District’s sole discretion, in a form satisfactory to the District. 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.

10. **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.

11. **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 in the District’s sole discretion, in a good and workmanlike manner and to the satisfaction of the District. All of the Project’s design, construction, and completion shall comply with the applicable State of California requirements for public works projects, including, but not limited to, prevailing wage requirements. The District shall have absolute and sole discretion in determining the kind and quality of work and materials.

As the Project progresses, the District shall have the right to revise and amend Plans and the District Specifications as the District deems necessary. Any additional Project Costs arising from any such revision of Plans and District Specifications shall be paid for by the Developer.

All work shall be inspected and approved by a representative of the District and no portion of the Facilities shall be covered or obscured until the Facilities have been inspected and approved by the District's inspector. No paving shall occur until all follow-up water quality testing has been completed and passed, and the District provides confirmation in writing to the Developer of such completion of the water quality testing. Storm drain and sewer lines must be

installed away from potable water lines as stated in the District Specifications or as deemed necessary by the District's engineers.

If the Developer has not completed 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 date of approval, 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 Board of Directors or the District's duly authorized employee.

12. **Acceptance of Facilities** Upon completion of the installation of the Facilities, the Facilities shall be tested by the District. No water service shall be furnished to the Developer's Land until the results of all final tests are satisfactory to the District. Upon the District's acceptance of the Facilities, the Facilities shall become the property of the District, shall be a part of the District's water distribution system, and shall thereafter be operated and maintained by the District. The Developer shall not seek any certificate of occupancy or final inspection of any structures to be built on the Developer's Land until the District has accepted all of the Facilities. Water service shall not be provided to any of the Developer's Land until the District has received a complete list of addresses assigned by the City of Oakley or Contra Costa County for every lot within the Developer's Land.

13. **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.

14. **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-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 "C."

Workers Compensation and Employer's Liability

\$1,000,000 for each occurrence

Comprehensive Auto Liability

Bodily Injury: \$1,000,000 for each person and \$2,000,000 for each accident

Property Damage: \$2,000,000 for each occurrence and annual aggregate

Comprehensive General Liability

Bodily Injury: \$2,000,000 for each occurrence and annual aggregate

Property Damage: \$5,000,000 for each occurrence and annual aggregate

15. **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 and two sets of prints, both 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 PDF (Portable Document Format) 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 to within an accuracy of ten (10) centimeters and shall include Latitude, Longitude and Elevation.

16. **Warranty of Facilities/Maintenance of Facilities** The Developer hereby warrants and guarantees the materials and the workmanship 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 workmanship in 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) 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 **\$272,500 (Two Hundred Seventy-Two 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. In lieu of a Maintenance Bond, the District may consider accepting an irrevocable letter of credit from an appropriate financial institution, as determined by the District's sole discretion, in a form satisfactory to the District, or cash.

17. **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, including overhead.

18. **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, as the case may be, 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 agreement, 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:

Meritage Homes
Attention: Cameron Hutsell
2850 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833

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 forty-eight (48) hours 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 of the 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

**MERITAGE HOMES OF CALIFORNIA,
INC.**

By: _____
Dan Muelrath, General Manager

By: _____
Adam Heib, Authorized Signer

Attest:

Christine Belleci, Forward Planning Manager

(Attach Notary Statement)

*******ATTACH THE FOLLOWING PRIOR TO EXECUTION*******

**“Exhibit A” to the Agreement
Legal Description, Parcel Map, and Parcel Numbers**

**“Exhibit B” to the Agreement
RESTRICTIVE COVENANT TO RUN WITH THE LAND SUBDIVISION _____**
(The following exhibits to be included with the Restrictive Covenant)

**“Exhibit A” of the Restrictive Covenant
Legal Description to the Restrictive Covenant**

**“Exhibit B” of the Restrictive Covenant
PARCEL MAP**

**“Exhibit C” of the Restrictive Covenant
List of APN’s**

**“Exhibit C” to the Agreement
Insurance Requirements**

EXHIBIT "B"
To Facilities Installation Agreement for Subdivision

Recording Requested by:
DIABLO WATER DISTRICT
Without fee – Government Code § 6103

When recorded mail to:
Diablo Water District
P.O. Box 127
Oakley, CA 94561-0127

APNs: SEE ATTACHED EXHIBIT "C"

Space above this line for Recorder's use

For benefit of: DIABLO WATER DISTRICT

RESTRICTIVE COVENANT TO RUN WITH THE LAND SUBDIVISION _____

Owner, its heirs, successors, assigns, transferees; and subsequent owners of the real property described in Exhibit "A" attached hereto and incorporated herein, subject hereto, acknowledges, consents and agrees to forever release the Diablo Water District, its successors and assigns from any and all liability resulting directly or indirectly from the possible effects and resulting damage due to a malfunction or other problems with the pressure-reducing equipment installed on Owner's property to control the higher than normal pressure under which water service is normally received from Diablo Water District, or from the higher than normal pressure itself. Owner understands that the pressure reducing equipment is installed on Owner's property and agrees to be solely responsible for all operation and maintenance thereof.

It is intended that this covenant shall run with the real property subject to this document.

Dated:

Notary:

"OWNER"

By _____

(Print name)

(Title)

EXHIBIT "A" of the Restrictive Covenant

**SUBDIVISION _____
OAKLEY, CALIFORNIA**

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF OAKLEY, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, WHICH IS CONTAINED WITHIN SUBDIVISION _____, _____, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL A, AS SAID PARCEL A IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP FILED _____, IN BOOK _____ OF PARCEL MAPS, AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

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

END OF DESCRIPTION

EXHIBIT “B” of the Restrictive Covenant
(Insert Parcel Map)

DRAFT

EXHIBIT “C” of the Restrictive Covenant

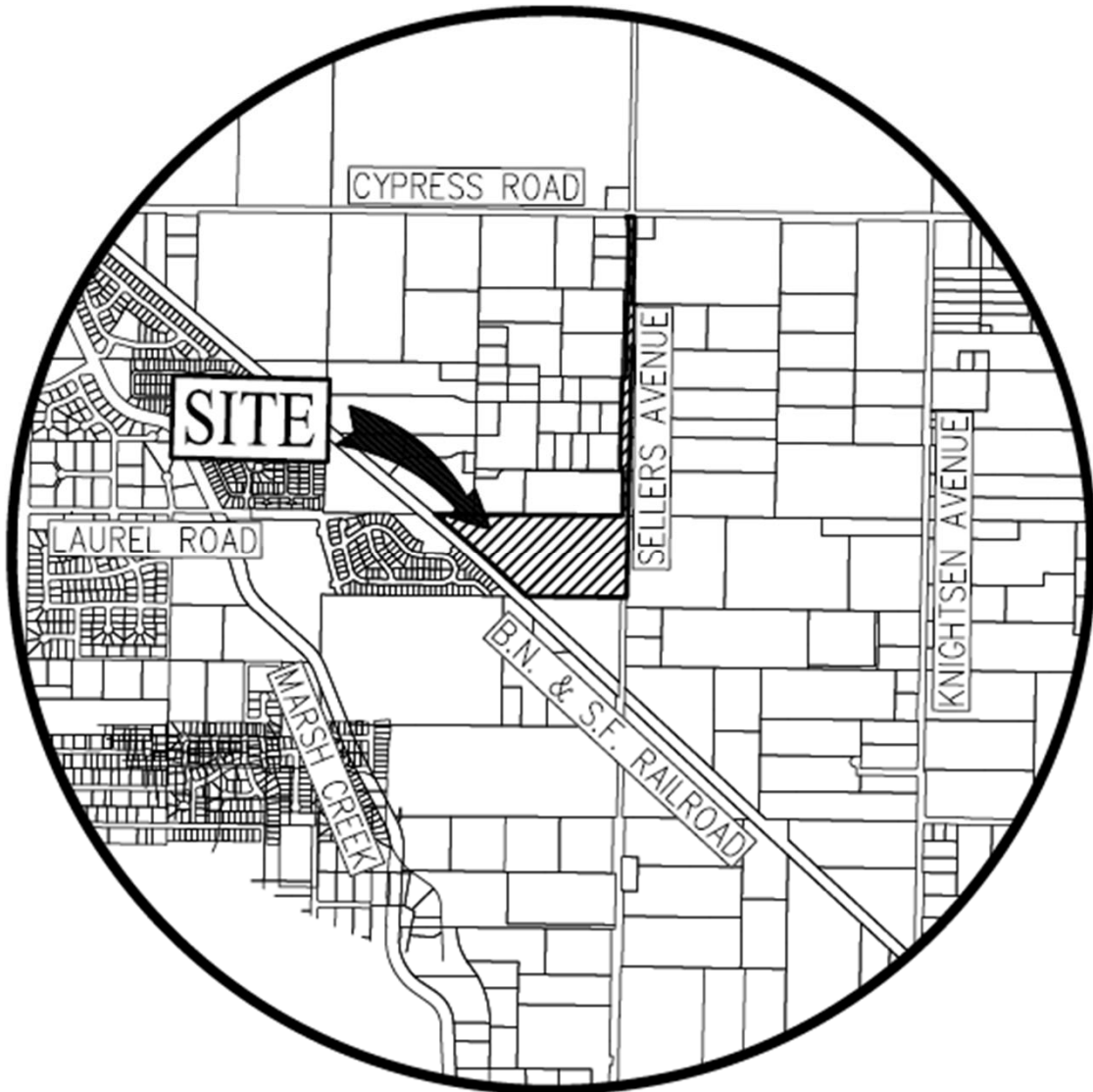
List of APNs

[to be provided prior to recording]

DRAFT

DIABLO WATER DISTRICT

September 25, 2024



**Subdivision 9614 Sellers
MLC Holdings, Inc.**

DIABLO WATER DISTRICT
September 25, 2024 Board Meeting
Item Number 4E

TO: Each Director

FROM: Dan Muelrath, General Manager

SUBJECT: Authorization to Execute Facilities Installation Agreement with Civic Summer Lake North for Subdivision 9619 Summer Lake North, Phase 1- Village 4 Improvements.

Attached is the Facilities Installation Agreement with Civic Summer Lake North, a California limited liability company for Subdivision 9619 Summer Lake North, Phase 1- Village 4 Improvements. Design plans have been approved and signed on August 20, 2024.

The project consists of 63 single services, potable mains and appurtenances to serve water to the project.

RECOMMENDATION:

Authorize the General Manager to Execute the Agreement.

Dan Muelrath

Dan Muelrath
General Manager

Attached: Diablo Water District Facilities Installation Agreement
Subdivision 9619 Summer Lake North, Phase 1 Village 4 Improvements



**DIABLO WATER DISTRICT
FACILITIES INSTALLATION AGREEMENT
SUMMER LAKE NORTH – PHASE 1
SUBDIVISION 9619 – VILLAGE 4 IMPROVEMENT PLANS**

This Agreement (“Agreement”) is made and entered into this ____ day of _____, 2024 (“**Effective Date**”), by and between the **DIABLO WATER DISTRICT**, a county water district organized and operating pursuant to Water Code section 30000 *et seq.* (herein referred to as “**District**”), and **CIVIC SUMMER LAKE NORTH**, a California limited liability company (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 “Summer Lake North – Phase 1, Village 4 Improvement Plans, Subdivision 9619”, consisting of 63 lots, numbered 755 to 817 within approximately 16.68 acres of land and is hereinafter referred to as the “**Developer’s Land**,” described as Contra Costa County Assessor Parcel No. 032-370-051 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.”

Developer’s development 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 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 pendency of construction) (“**District’s 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 & 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 "**Summer Lake North – Phase 1, Village 4 Improvement Plans, Subdivision 9619**", prepared by Carlson, Barbee & Gibson, Inc. and approved by the District on August 20, 2024, ("**Plans**"). 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 relative 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 in 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, Section 5). Any and 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 deducted from the Developer's Deposit (defined below). Any damage to the District's existing water facilities caused by the Developer, contractor, sub-contractor, 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.

Developer shall be required to install a pressure-reducing valve, approved by the District, at the water service entrance to every structure that will receive water service from the District in order to minimize the effect of higher-than-normal water pressure at the location of the Project.

Concurrent with the recordation of the Final Map for the Developer's Land, Developer shall also execute and record a covenant, that will run with the Developer's land, to place each and every subsequent owner of each and every residential lot on notice of the responsibility to maintain the pressure-reducing valves, installed by the Developer, and that the District is in no way liable for any damage that may result due to water pressure. The language and form of this covenant shall be subject to the sole approval of the District, shall be recorded against each residential lot prior to commencement of water service, and shall be in a form substantially similar to Exhibit "B," attached hereto.

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 from time-to-time to address imminent health or safety needs as more particularly described in Section 2 above during the pendency of the Project and performance of this Agreement, and the provisions of this Agreement.

Subject to the terms of this Agreement, the District agrees to issue such permit in accordance with the District's Regulations. Such a permit shall not be issued if the Facilities deviate from the approved Plans, unless such deviations are approved, in writing, by the District's General Manager.

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

5. **Easements and Right of Entry** The Developer has granted 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 which may result in a loss or impairment of the rights granted to the District for access to the Facilities or any part thereof.

6. **Notification of Construction Activities** The Developer agrees to notify the District, in writing, at least forty-eight (48) hours 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 performed.

7. **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 **\$50,000 (Fifty 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 **\$15,000 (Fifteen Thousand)** on account thereof (“Developer’s Deposit”) as a portion of the Project Costs. The Developer shall pay the District the remaining **\$35,000 (Thirty-Five Thousand)** 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 in order 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 Costs account 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.

8. **Connection Charges and Additional District Charges** The Developer shall pay the District’s connection charges for water services for 63 residential lots and any other service(s) that may be shown on the Plans. 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 may verify the amount of any and all facilities reserve charges with Contra Costa Water District.

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.

9. **Performance, Labor and Material Bonds** Prior to commencement of the installation of the Facilities and not later than sixty (60) 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 **\$410,000 (Four Hundred and Ten Thousand Dollars) ("Performance Bond")** and a corporate surety labor and materials bond satisfactory to the District in the amount of **\$205,000 (Two Hundred and Five Thousand) ("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. In lieu of a corporate surety bond(s), the District may consider accepting an irrevocable letter of credit from an appropriate financial institution, as determined by the District's sole discretion, in a form satisfactory to the District. 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.

10. **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.

11. **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 in the District's sole discretion, in a good and workmanlike manner. DeNova Homes, Inc. is working to become a pre-approved contractor for purposes of the installation of the Facilities. 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.

All work shall be inspected and approved by a representative of the District within two (2) business days of receipt of a call for inspection or as soon as reasonably feasible thereafter for circumstances beyond the District's control such as emergencies, illness and vacations, and no portion of the Facilities shall be covered or obscured until the Facilities have been inspected and approved by the District's inspector. No paving shall occur until all follow-up water quality testing has been completed and passed, and 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 drain 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 which is May 16, 2024 as also 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 Board of Directors or the District's duly authorized employee.

12. **Acceptance of Facilities** Upon completion of the installation of the Facilities, the Facilities shall be tested by the District, 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 “**Punchlist**”). Upon completion of the Punchlist 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) 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. Upon the District's acceptance of the Facilities, the Facilities shall become the property of the District, shall be a part of the District's water distribution system, and shall thereafter be operated and maintained by the District.

13. **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.

14. **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-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 "C"**.

Workers Compensation and Employer's Liability

\$1,000,000 for each occurrence

Comprehensive Auto Liability

Bodily Injury: \$1,000,000 for each person and \$2,000,000 for each accident

Property Damage: \$2,000,000 for each occurrence and annual aggregate

Comprehensive General Liability

Bodily Injury: \$2,000,000 for each occurrence and annual aggregate

Property Damage: \$5,000,000 for each occurrence and annual aggregate

15. **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 and two sets of prints, both 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 PDF (Portable Document Format) 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 to within an accuracy of ten (10) centimeters and shall include Latitude, Longitude and Elevation.

16. **Warranty of Facilities/Maintenance of Facilities** The Developer hereby warrants and guarantees the materials and the workmanship 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 workmanship in 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) 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 **\$102,500 (One Hundred and Two 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. In lieu of a Maintenance Bond, the District may consider accepting an irrevocable letter of credit from an appropriate financial institution, as determined by the District's sole discretion, in a form satisfactory to the District, or cash.

17. **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, including overhead.

18. **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, as the case may be, 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 agreement, 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: Civic Summer Lake North, LLC
Attention: Ryan Parlett and Alec Tappin
1500 Willow Pass Court
Concord, CA 94520

With a Copy To:

Civic Summer Lake North, LLC
Attention: Dana Tsubota and Trent Sanson
1500 Willow Pass Court
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 forty-eight (48) hours 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 of the 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

CIVIC SUMMER LAKE NORTH,
a California limited liability company

By: _____
Dan Muelrath, General Manager

By: _____
Ryan Parlett, Authorized Signer

Attest:

Christine Belleci, Forward Planning Manager

(Attach Notary Statement)

*******ATTACH THE FOLLOWING PRIOR TO EXECUTION*******

**“Exhibit A” to the Agreement
Legal Description, Parcel Map, and Parcel Numbers**

**“Exhibit B” to the Agreement
RESTRICTIVE COVENANT TO RUN WITH THE LAND SUBDIVISION _____**
(The following exhibits to be included with the Restrictive Covenant)

**“Exhibit A” of the Restrictive Covenant
Legal Description to the Restrictive Covenant**

**“Exhibit B” of the Restrictive Covenant
PARCEL MAP**

**“Exhibit C” of the Restrictive Covenant
List of APN’s**

**“Exhibit C” to the Agreement
Insurance Requirements**

EXHIBIT "B"
To Facilities Installation Agreement for Subdivision

Recording Requested by:
DIABLO WATER DISTRICT
Without fee – Government Code § 6103

When recorded mail to:
Diablo Water District
P.O. Box 127
Oakley, CA 94561-0127

APNs: SEE ATTACHED EXHIBIT "C"

Space above this line for Recorder's use

For benefit of: DIABLO WATER DISTRICT

RESTRICTIVE COVENANT TO RUN WITH THE LAND SUBDIVISION _____

Owner, its heirs, successors, assigns, transferees; and subsequent owners of the real property described in Exhibit "A" attached hereto and incorporated herein, subject hereto, acknowledges, consents and agrees to forever release the Diablo Water District, its successors and assigns from any and all liability resulting directly or indirectly from the possible effects and resulting damage due to a malfunction or other problems with the pressure-reducing equipment installed on Owner's property to control the higher than normal pressure under which water service is normally received from Diablo Water District, or from the higher than normal pressure itself. Owner understands that the pressure reducing equipment is installed on Owner's property and agrees to be solely responsible for all operation and maintenance thereof.

It is intended that this covenant shall run with the real property subject to this document.

Dated:

Notary:

"OWNER"

By _____

(Print name)

(Title)

EXHIBIT "A" of the Restrictive Covenant

**SUBDIVISION _____
OAKLEY, CALIFORNIA**

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF OAKLEY, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, WHICH IS CONTAINED WITHIN SUBDIVISION _____, _____, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL A, AS SAID PARCEL A IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP FILED _____, IN BOOK _____ OF PARCEL MAPS, AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

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

END OF DESCRIPTION

EXHIBIT “B” of the Restrictive Covenant
(Insert Parcel Map)

DRAFT

EXHIBIT “C” of the Restrictive Covenant

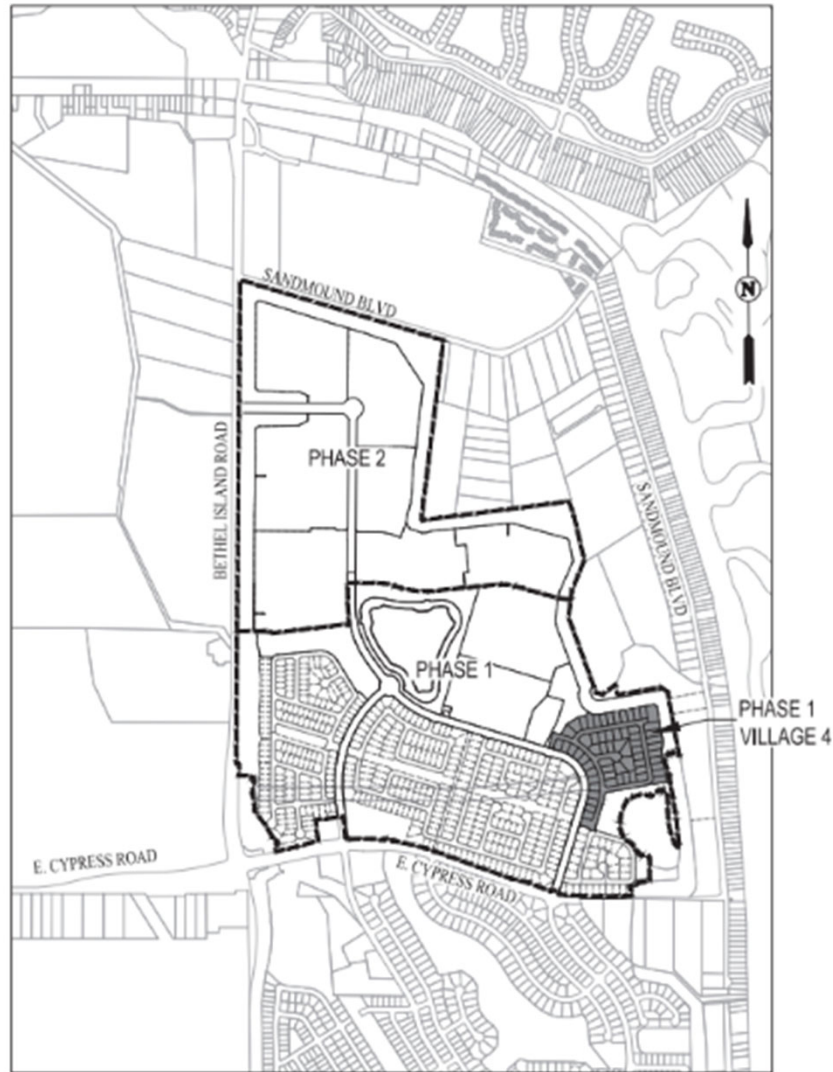
List of APNs

[to be provided prior to recording]

DRAFT

DIABLO WATER DISTRICT

September 25, 2024



Vicinity Map

Not to Scale

**Subdivision 9619 Summer Lake North
Phase 1 Village 4 Improvements
Civic Summer Lake North, LLC**

DIABLO WATER DISTRICT
September 25, 2024 Board Meeting
Item Number 4F

TO: Each Director

FROM: Dan Muelrath, General Manager

SUBJECT: Authorization to Execute Facilities Installation Agreement with Civic Summer Lake North for Subdivision 9622 Summer Lake North, Phase 1- Village 7 Improvements.

Attached is the Facilities Installation Agreement with Civic Summer Lake North, a California limited liability company for Subdivision 9622 Summer Lake North, Phase 1- Village 7 Improvements. Design plans have been approved and signed on August 20, 2024.

The project consists of 86 single services, potable mains and appurtenances to serve water to the project.

RECOMMENDATION:

Authorize the General Manager to Execute the Agreement.

Dan Muelrath _____

Dan Muelrath
General Manager

Attached: Diablo Water District Facilities Installation Agreement
Subdivision 9622 Summer Lake North, Phase 1 Village 7 Improvements



**DIABLO WATER DISTRICT
FACILITIES INSTALLATION AGREEMENT
SUMMER LAKE NORTH – PHASE 1
SUBDIVISION 9622 – VILLAGE 7 IMPROVEMENT PLANS**

This Agreement (“Agreement”) is made and entered into this ____ day of _____, 2024 (“**Effective Date**”), by and between the **DIABLO WATER DISTRICT**, a county water district organized and operating pursuant to Water Code section 30000 *et seq.* (herein referred to as “**District**”), and **CIVIC SUMMER LAKE NORTH**, a California limited liability company (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 “Summer Lake North – Phase 1, Village 7 Improvement Plans, Subdivision 9622”, consisting of 86 lots, numbered 589 to 623; 634 to 649; 671 to 686; and 692 to 710 within approximately 18.69 acres of land and is hereinafter referred to as the “**Developer’s Land**,” described as Contra Costa County Assessor Parcel No. 032-370-054 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.”

Developer’s development 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 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 pendency of construction) (“**District’s 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 & 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 "**Summer Lake North – Phase 1, Village 7 Improvement Plans, Subdivision 9622**", prepared by Carlson, Barbee & Gibson, Inc. and approved by the District on August 20, 2024, ("**Plans**"). 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 relative 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 in 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, Section 5). Any and 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 deducted from the Developer's Deposit (defined below). Any damage to the District's existing water facilities caused by the Developer, contractor, sub-contractor, 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.

Developer shall be required to install a pressure-reducing valve, approved by the District, at the water service entrance to every structure that will receive water service from the District

in order to minimize the effect of higher-than-normal water pressure at the location of the Project. Concurrent with the recordation of the Final Map for the Developer's Land, Developer shall also execute and record a covenant, that will run with the Developer's land, to place each and every subsequent owner of each and every residential lot on notice of the responsibility to maintain the pressure-reducing valves, installed by the Developer, and that the District is in no way liable for any damage that may result due to water pressure. The language and form of this covenant shall be subject to the sole approval of the District, shall be recorded against each residential lot prior to commencement of water service, and shall be in a form substantially similar to Exhibit "B," attached hereto.

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 from time-to-time to address imminent health or safety needs as more particularly described in Section 2 above during the pendency of the Project and performance of this Agreement, and the provisions of this Agreement.

Subject to the terms of this Agreement, the District agrees to issue such permit in accordance with the District's Regulations. Such a permit shall not be issued if the Facilities deviate from the approved Plans, unless such deviations are approved, in writing, by the District's General Manager.

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

5. **Easements and Right of Entry** The Developer has granted 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 which may result in a loss or impairment of the rights granted to the District for access to the Facilities or any part thereof.

6. **Notification of Construction Activities** The Developer agrees to notify the District, in writing, at least forty-eight (48) hours 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 performed.

7. **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 **\$50,000 (Fifty**

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 **\$15,000 (Fifteen Thousand)** on account thereof ("Developer's Deposit") as a portion of the Project Costs. The Developer shall pay the District the remaining **\$35,000 (Thirty-Five Thousand)** 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 in order 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 Costs account 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.

8. **Connection Charges and Additional District Charges** The Developer shall pay the District's connection charges for water services for 86 residential lots and any other service(s) that may be shown on the Plans. 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 may verify the amount of any and all facilities reserve charges with Contra Costa Water District.

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.

9. **Performance, Labor and Material Bonds** Prior to commencement of the installation of the Facilities and not later than sixty (60) 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 **\$423,000 (Four Hundred Twenty-Three Thousand Dollars) ("Performance Bond")** and a corporate surety labor and materials bond satisfactory to the District in the amount of **\$211,500 (Two Hundred Eleven Thousand Five Hundred) ("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. In lieu of a corporate surety bond(s), the District may consider accepting an irrevocable letter of credit from an appropriate financial institution, as determined by the District's sole discretion, in a form satisfactory to the District. 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.

10. **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.

11. **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 in the District's sole discretion, in a good and workmanlike manner. DeNova Homes, Inc. is working to become a pre-approved contractor for purposes of the installation of the Facilities. 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.

All work shall be inspected and approved by a representative of the District within two (2) business days of receipt of a call for inspection or as soon as reasonably feasible thereafter for circumstances beyond the District's control such as emergencies, illness and vacations, and no portion of the Facilities shall be covered or obscured until the Facilities have been inspected and approved by the District's inspector. No paving shall occur until all follow-up water quality testing has been completed and passed, and 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 drain 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 which is May 16, 2024 as also 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 Board of Directors or the District's duly authorized employee.

12. **Acceptance of Facilities** Upon completion of the installation of the Facilities, the Facilities shall be tested by the District, 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 “**Punchlist**”). Upon completion of the Punchlist 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) 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. Upon the District's acceptance of the Facilities, the Facilities shall become the property of the District, shall be a part of the District's water distribution system, and shall thereafter be operated and maintained by the District.

13. **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.

14. **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-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 "C"**.

Workers Compensation and Employer's Liability

\$1,000,000 for each occurrence

Comprehensive Auto Liability

Bodily Injury: \$1,000,000 for each person and \$2,000,000 for each accident

Property Damage: \$2,000,000 for each occurrence and annual aggregate

Comprehensive General Liability

Bodily Injury: \$2,000,000 for each occurrence and annual aggregate

Property Damage: \$5,000,000 for each occurrence and annual aggregate

15. **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 and two sets of prints, both 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 PDF (Portable Document Format) 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 to within an accuracy of ten (10) centimeters and shall include Latitude, Longitude and Elevation.

16. **Warranty of Facilities/Maintenance of Facilities** The Developer hereby warrants and guarantees the materials and the workmanship 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 workmanship in 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) 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 **\$105,750 (One Hundred Five Thousand Seven Hundred and Fifty Dollars) ("Maintenance Bond")**. All costs of the bond premium for the Maintenance Bond shall be the sole responsibility and liability of the Developer. In lieu of a Maintenance Bond, the District may consider accepting an irrevocable letter of credit from an appropriate financial institution, as determined by the District's sole discretion, in a form satisfactory to the District, or cash.

17. **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, including overhead.

18. **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, as the case may be, 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 agreement, 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

With a Copy To:

Civic Summer Lake North, LLC
Attention: Dana Tsubota and Trent Sanson
1500 Willow Pass Court
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 forty-eight (48) hours 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 of the 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

CIVIC SUMMER LAKE NORTH,
a California limited liability company

By: _____
Dan Muelrath, General Manager

By: _____
Ryan Parlett, Authorized Signer

Attest:

Christine Belleci, Forward Planning Manager

(Attach Notary Statement)

*******ATTACH THE FOLLOWING PRIOR TO EXECUTION*******

“Exhibit A” to the Agreement
Legal Description, Parcel Map, and Parcel Numbers

“Exhibit B” to the Agreement
RESTRICTIVE COVENANT TO RUN WITH THE LAND SUBDIVISION _____
(The following exhibits to be included with the Restrictive Covenant)

“Exhibit A” of the Restrictive Covenant
Legal Description to the Restrictive Covenant

“Exhibit B” of the Restrictive Covenant
PARCEL MAP

“Exhibit C” of the Restrictive Covenant
List of APN’s

“Exhibit C” to the Agreement
Insurance Requirements

EXHIBIT "B"
To Facilities Installation Agreement for Subdivision

Recording Requested by:
DIABLO WATER DISTRICT
Without fee – Government Code § 6103

When recorded mail to:
Diablo Water District
P.O. Box 127
Oakley, CA 94561-0127

APNs: SEE ATTACHED EXHIBIT "C"

Space above this line for Recorder's use

For benefit of: DIABLO WATER DISTRICT

RESTRICTIVE COVENANT TO RUN WITH THE LAND SUBDIVISION _____

Owner, its heirs, successors, assigns, transferees; and subsequent owners of the real property described in Exhibit "A" attached hereto and incorporated herein, subject hereto, acknowledges, consents and agrees to forever release the Diablo Water District, its successors and assigns from any and all liability resulting directly or indirectly from the possible effects and resulting damage due to a malfunction or other problems with the pressure-reducing equipment installed on Owner's property to control the higher than normal pressure under which water service is normally received from Diablo Water District, or from the higher than normal pressure itself. Owner understands that the pressure reducing equipment is installed on Owner's property and agrees to be solely responsible for all operation and maintenance thereof.

It is intended that this covenant shall run with the real property subject to this document.

Dated:

Notary:

"OWNER"

By _____

(Print name)

(Title)

EXHIBIT "A" of the Restrictive Covenant

**SUBDIVISION _____
OAKLEY, CALIFORNIA**

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF OAKLEY, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, WHICH IS CONTAINED WITHIN SUBDIVISION _____, _____, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL A, AS SAID PARCEL A IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP FILED _____, IN BOOK _____ OF PARCEL MAPS, AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.

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

END OF DESCRIPTION

EXHIBIT “B” of the Restrictive Covenant
(Insert Parcel Map)

DRAFT

EXHIBIT “C” of the Restrictive Covenant

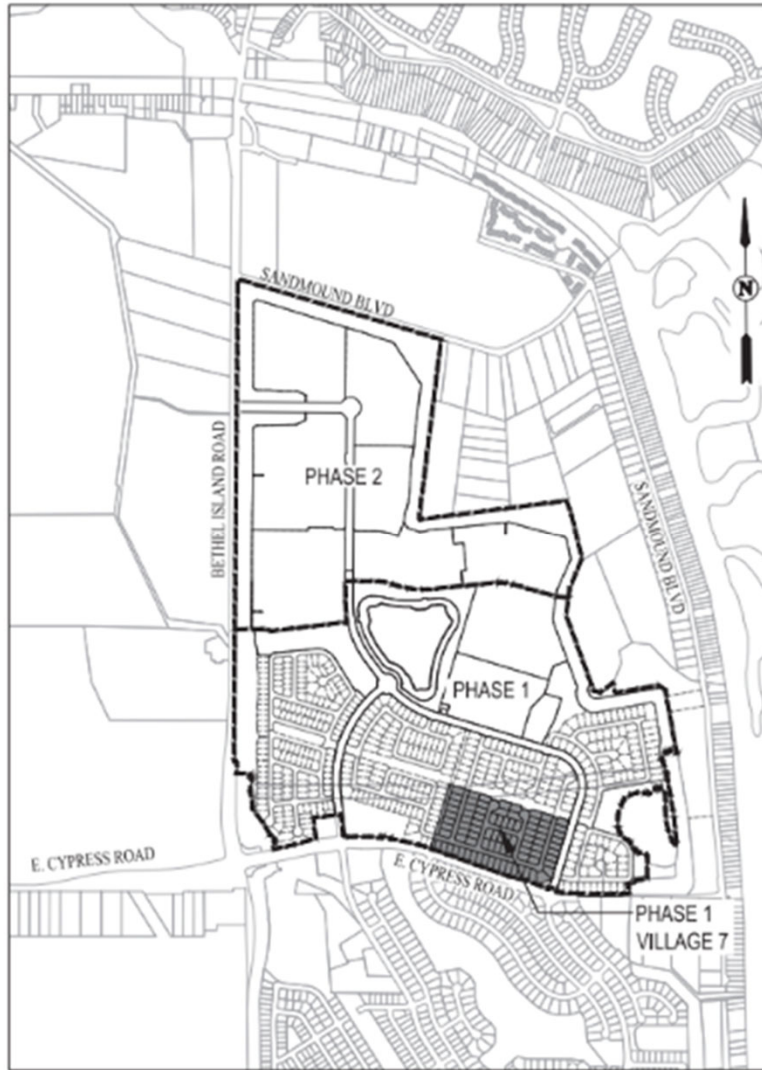
List of APNs

[to be provided prior to recording]

DRAFT

DIABLO WATER DISTRICT

September 25, 2024



Vicinity Map

Not to Scale

**Subdivision 9622 Summer Lake North
Phase 1 Village 7 Improvements
Civic Summer Lake North, LLC**

DIABLO WATER DISTRICT
September 25, 2024 Board Meeting
Item Number 5

TO: Each Director
FROM: Jennifer McCoy, Finance & Accounting Manager
SUBJECT: Financial Reports.

Items included for discussion:

- Warrant Register Number:
 - 2024-8
 - ACH and Wire Transactions – August 2024

- Monthly Financial Statements
 - July 2024

RECOMMENDATION:

Approve warrant register 2024-8, ACH wire transactions for August 2024, and receive the monthly financial statement for July 2024.

Jennifer McCoy
Jennifer McCoy
Finance & Accounting Manager

Attached: 1.) Warrant Registers 2024-8
3.) ACH and Wire Transactions for August 2024
4.) July 2024 Financial Statement



DIABLO WATER DISTRICT
WARRANT REGISTER 2024 - 8
September 25, 2024

<u>Check Numbers</u>	<u>Detail</u>	<u>Amount</u>
August AP Checks 57468 - 57491	See Detail Check Register	370,618.91
August AP Checks 57492 - 57514	See Detail Check Register	161,611.02
August Utility Billing Refund Checks 57515 - 57550	See Detail Check Register	5,723.50
August AP Checks 57551 - 57599	See Detail Check Register	1,443,115.53
Payroll Checks 57600 - 57602	See Detail Check Register	19,492.21
Payroll Direct Deposit Employees	August Payroll Direct Deposit	187,384.52
Payroll Checks 57603	See Detail Check Register	2,235.64
August AP Checks 57604 - 57609	See Detail Check Register	159,611.83
 TOTAL WARRANTS		 2,349,793.16

The foregoing Accounts Payable Warrants 57468 through 57609, payroll for August 2024, 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



By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank -AP Bank						
ACCBUSINESS	ACC BUSINESS	08/01/2024	Regular	0.00	598.66	57468
ACWAHPIT	ACWA/JPIA	08/01/2024	Regular	0.00	60,575.97	57469
ALTAMONT	ALTAMONT LANDSCAPE INC	08/01/2024	Regular	0.00	634.00	57470
AT&T	AT&T	08/01/2024	Regular	0.00	540.41	57471
BWAUTO01	BRENTWOOD AUTO PARTS INC	08/01/2024	Regular	0.00	237.55	57472
CDM01	CDM SMITH	08/01/2024	Regular	0.00	26,183.84	57473
CITYANTIOCH	CITY OF ANTIOCH	08/01/2024	Regular	0.00	107.25	57474
COMCAST2	COMCAST	08/01/2024	Regular	0.00	210.83	57475
CCCAUDIT	CONTRA COSTA CO AUDITOR-CONT	08/01/2024	Regular	0.00	5,528.06	57476
CCWD-RB	CONTRA COSTA WATER DIST	08/01/2024	Regular	0.00	215,750.75	57477
ECS IMAGING, INC	ECS IMAGING, INC	08/01/2024	Regular	0.00	17,299.99	57478
FAIRVIEW	FAIRVIEW HEATING & AIR CONDITIO	08/01/2024	Regular	0.00	293.43	57479
NEOGOV	GOVERNMENTJOBS.COM, INC	08/01/2024	Regular	0.00	840.00	57480
HARRIS01	HARRIS COLOR GRAPHICS, INC	08/01/2024	Regular	0.00	243.60	57481
HILLCHEM	HILL BROTHERS CHEMICAL CO	08/01/2024	Regular	0.00	1,221.24	57482
HUNTSONS	HUNT AND SONS INC	08/01/2024	Regular	0.00	109.59	57483
LOWES	LOWE'S	08/01/2024	Regular	0.00	56.82	57484
PACG&E03	PACIFIC GAS & ELECTRIC	08/01/2024	Regular	0.00	232.32	57485
PACG&E04	PACIFIC GAS & ELECTRIC	08/01/2024	Regular	0.00	30,444.68	57486
PACG&E01	PACIFIC GAS & ELECTRIC CO	08/01/2024	Regular	0.00	2,525.27	57487
UNDERGR1	UNDERGROUND SERVICE ALERT of N	08/01/2024	Regular	0.00	814.97	57488
VIKINGSHRED	VIKING SHRED	08/01/2024	Regular	0.00	53.99	57489
WATERSAV	WATERSAVERS IRRIGATION	08/01/2024	Regular	0.00	879.14	57490
WEX BANK - CHEVRON	WEX BANK	08/01/2024	Regular	0.00	5,236.55	57491

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	34	24	0.00	370,618.91
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
	34	24	0.00	370,618.91

Fund Summary

Fund	Name	Period	Amount
99	Pooled Cash	8/2024	370,618.91
			<hr/>
			370,618.91



Check Register

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank -AP Bank						
ALTAMONT	ALTAMONT LANDSCAPE INC	08/06/2024	Regular	0.00	634.00	57492
AWWA	AMERICAN WATER WORKS ASSOCIA	08/06/2024	Regular	0.00	321.00	57493
AQUA	AQUA METRIC	08/06/2024	Regular	0.00	3,248.06	57494
AT&TUVRS	AT&T	08/06/2024	Regular	0.00	96.30	57495
BWAUTO01	BRENTWOOD AUTO PARTS INC	08/06/2024	Regular	0.00	286.49	57496
BRNTROCK	BRENTWOOD DECORATIVE ROCK	08/06/2024	Regular	0.00	2,677.87	57497
LINNCHCK	CHUCK LINN	08/06/2024	Regular	0.00	219.95	57498
CITYOFBW	CITY OF BRENTWOOD	08/06/2024	Regular	0.00	190.93	57499
CCWD-RB	CONTRA COSTA WATER DIST	08/06/2024	Regular	0.00	11,662.77	57500
CORE&MAIN	CORE & MAIN	08/06/2024	Regular	0.00	283.79	57501
CVSTRATEGIES	CV STRATEGIES	08/06/2024	Regular	0.00	6,428.75	57502
BOWERS01	DANNY BOWERS	08/06/2024	Regular	0.00	219.95	57503
DURHAM	DURHAM PUMP, INC	08/06/2024	Regular	0.00	109,030.52	57504
EBERT	EBERT ENTERPRISES, INC	08/06/2024	Regular	0.00	1,575.00	57505
FREEDOM	FREEDOM HIGH SCHOOL	08/06/2024	Regular	0.00	430.00	57506
HUNTSONS	HUNT AND SONS INC	08/06/2024	Regular	0.00	28.54	57507
INFOSEND	INFOSEND	08/06/2024	Regular	0.00	7,807.95	57508
LOWES	LOWE'S	08/06/2024	Regular	0.00	340.63	57509
OKLYACE	OAKLEY ACE HARDWARE	08/06/2024	Regular	0.00	85.68	57510
PACG&E01	PACIFIC GAS & ELECTRIC CO	08/06/2024	Regular	0.00	13,556.81	57511
QUADIENT LEASING	QUADIENT LEASING USA, INC	08/06/2024	Regular	0.00	570.36	57512
VIP CLEANING	VIP CLEANING SERVICE	08/06/2024	Regular	0.00	900.00	57513
WATERSAV	WATERSAVERS IRRIGATION	08/06/2024	Regular	0.00	1,015.67	57514

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	34	23	0.00	161,611.02
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
	34	23	0.00	161,611.02

Fund Summary

Fund	Name	Period	Amount
99	Pooled Cash	8/2024	161,611.02
			<hr/> 161,611.02



UBPKT05888 - August 2024 Refunds

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
	VOID CHECK		57515	0.00				
	VOID CHECK		57516	0.00				
	VOID CHECK		57517	0.00				
024-09453-01	LIEBGOTT, SCOTT AND CHRISTINA	8/20/2024	57517	38.61			38.61	Generated From Billing
027-08084-05	JR, JOSE SANDOVAL	8/20/2024	57518	114.55			114.55	Generated From Billing
	VOID CHECK		57518	0.00				
	VOID CHECK		57519	0.00				
099-08878-11	H & R PLUMBING AND DRAIN CLEANING, I	8/20/2024	57519	1,350.40			1350.40	Generated From Billing
101-08257-01	LIANG, YONGFENG	8/20/2024	57520	48.53			48.53	Generated From Billing
	VOID CHECK		57520	0.00				
	VOID CHECK		57521	0.00				
105-06035-01	202311WY-24, LLC	8/20/2024	57521	27.61			27.61	Generated From Billing
106-07622-00	FLORES, RUSSEL	8/20/2024	57522	29.68			29.68	Generated From Billing
	VOID CHECK		57522	0.00				
109-01969-01	ARTEAGA, ANTONIO	8/20/2024	57523	55.86			55.86	Generated From Billing
	VOID CHECK		57523	0.00				
	VOID CHECK		57524	0.00				
113-07413-01	CHOWDHURY, ZIAUL	8/20/2024	57524	44.96			44.96	Generated From Billing
	VOID CHECK		57525	0.00				
113-07483-02	VICTOR, STEFANI	8/20/2024	57525	171.29			171.29	Generated From Billing
116-07170-01	SHAQ ENTERPRISE LLC	8/20/2024	57526	95.29			95.29	Generated From Billing
	VOID CHECK		57526	0.00				
	VOID CHECK		57527	0.00				
118-04942-08	TAN, MICHAEL	8/20/2024	57527	89.01			89.01	Generated From Billing
118-05149-09	MORGAN, LATYNA	8/20/2024	57528	588.31			588.31	Generated From Billing
	VOID CHECK		57528	0.00				
118-07044-05	BROWN, ANDREA	8/20/2024	57529	50.22			50.22	Generated From Billing
	VOID CHECK		57529	0.00				
	VOID CHECK		57530	0.00				
119-04073-06	RAHIMI, SHARIFA AND WAHID	8/20/2024	57530	108.62			108.62	Generated From Billing
	VOID CHECK		57531	0.00				
120-00281-08	MITCHELL, DONNIKA	8/20/2024	57531	19.58			19.58	Generated From Billing
120-00442-05	JR, TONY REYNOSO	8/20/2024	57532	186.15			186.15	Generated From Billing
	VOID CHECK		57532	0.00				
120-00448-04	LEWIS, BILL	8/20/2024	57533	88.11			88.11	Generated From Billing
	VOID CHECK		57533	0.00				
121-00244-07	ANDUHA, AMBER	8/20/2024	57534	193.66			193.66	Generated From Billing
	VOID CHECK		57534	0.00				

UBPKT05888 - August 2024 Refunds

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
	VOID CHECK		57535	0.00				
125-02745-04	PERRYMAN, MICHAEL AND JASMINE	8/20/2024	57535	170.68			170.68	Generated From Billing
125-02752-03	ZAMORA, JESSE A	8/20/2024	57536	170.68			170.68	Generated From Billing
	VOID CHECK		57536	0.00				
129-11540-04	ONICHEV, ARTEM AND ALICIA	8/20/2024	57537	88.09			88.09	Generated From Billing
	VOID CHECK		57537	0.00				
131-07899-02	JARVIS, DENNIS	8/20/2024	57538	766.73			766.73	Generated From Billing
	VOID CHECK		57538	0.00				
131-08539-03	GARCIA, DANNY JR	8/20/2024	57539	160.31			160.31	Generated From Billing
	VOID CHECK		57539	0.00				
	VOID CHECK		57540	0.00				
134-11278-01	YU, XIAOTONG	8/20/2024	57540	176.22			176.22	Generated From Billing
	VOID CHECK		57541	0.00				
137-12252-03	TAMALET, ALEJANDRO	8/20/2024	57541	66.26			66.26	Generated From Billing
137-12388-02	CAI, XIAONA	8/20/2024	57542	77.90			77.90	Generated From Billing
	VOID CHECK		57542	0.00				
	VOID CHECK		57543	0.00				
137-12485-05	MCKEAGUE, CHARLOTTE	8/20/2024	57543	166.39			166.39	Generated From Billing
	VOID CHECK		57544	0.00				
138-13660-02	PARSONS, SHERRIE	8/20/2024	57544	193.09			193.09	Generated From Billing
139-12913-04	LEVY, SCOTT	8/20/2024	57545	145.27			145.27	Generated From Billing
	VOID CHECK		57545	0.00				
139-13319-02	GIBSON, ROSEMARY	8/20/2024	57546	178.23			178.23	Generated From Billing
	VOID CHECK		57546	0.00				
	VOID CHECK		57547	0.00				
139-13500-00	PULTE GROUP - 1055	8/20/2024	57547	5.03			5.03	Deposit
	VOID CHECK		57548	0.00				
139-13504-00	BLUE MOUNTAIN CONSTRUCTION SERV	8/20/2024	57548	27.08			27.08	Deposit
139-13505-00	BLUE MOUNTAIN CONSTRUCTION SERV	8/20/2024	57549	15.55			15.55	Deposit
139-13509-00	BLUE MOUNTAIN CONSTRUCTION SERV	8/20/2024	57550	15.55			15.55	Deposit
Total Refunds: 68			Total Refunded Amount:	5,723.50				

Revenue Code Summary

Revenue Code	Amount
996 - Unapplied Credits	5723.50
Revenue Total:	5723.50

General Ledger Distribution

Posting Date: 08/20/2024

	Account Number	Account Name	Posting Amount	IFT
Fund:	01 - General Operating			
	01-00-109-000	Claim on Pooled Cash	-5,723.50	Yes
	01-00-110-000	Accounts Receivable - Water Bills	5,723.50	
		01 Total:	0.00	
Fund:	99 - Pooled Cash			
	99-00-100-000	Pooled Cash	-5,723.50	
	99-00-209-000	Due To Other Funds	5,723.50	Yes
		99 Total:	0.00	
		Distribution Total:	0.00	



By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank -AP Bank						
AANTEX01	AANTEX PEST CONTROL	08/23/2024	Regular	0.00	355.00	57551
AD SEENO	AD SEENO CONSTRUCTION CO.	08/23/2024	Regular	0.00	5,435.00	57552
ALLBAY	ALL BAY ANSWERING SERVICE	08/23/2024	Regular	0.00	486.00	57553
AQUA	AQUA METRIC	08/23/2024	Regular	0.00	19,394.53	57554
AT&TUVRS	AT&T	08/23/2024	Regular	0.00	166.78	57555
AT&T	AT&T	08/23/2024	Regular	0.00	562.29	57556
BIGBLUMB	BIG "B" LUMBERTERIA INC	08/23/2024	Regular	0.00	164.63	57557
BWAUTO01	BRENTWOOD AUTO PARTS INC	08/23/2024	Regular	0.00	694.40	57558
BWPRESS	BRENTWOOD PRESS & PUBLISH	08/23/2024	Regular	0.00	549.00	57559
BROOKFIELD	BROOKFIELD EMERSON LAND LLC	08/23/2024	Regular	0.00	5,000.00	57560
CALRUWAA	CALIFORNIA RURAL WATER	08/23/2024	Regular	0.00	1,582.00	57561
CCCFLOOD	CCC FLOOD CONTROL & WATER CON	08/23/2024	Regular	0.00	1,000.00	57562
CCSDA	CCSDA	08/23/2024	Regular	0.00	150.00	57563
CITYOFBW	CITY OF BRENTWOOD	08/23/2024	Regular	0.00	54.80	57564
CCWD01	CONTRA COSTA WATER DIST	08/23/2024	Regular	0.00	680,156.56	57565
CORE&MAIN	CORE & MAIN	08/23/2024	Regular	0.00	3,655.09	57566
COMCOLO1	CREDIT CONSULTING SER INC	08/23/2024	Regular	0.00	1,148.68	57567
EXELE	EXELE INFORMATION SYSTEMS, INC.	08/23/2024	Regular	0.00	3,650.00	57568
FAIRVIEW	FAIRVIEW HEATING & AIR CONDITIO	08/23/2024	Regular	0.00	625.05	57569
HACH001	HACH COMPANY	08/23/2024	Regular	0.00	29,887.22	57570
HILLCHEM	HILL BROTHERS CHEMICAL CO	08/23/2024	Regular	0.00	1,223.39	57571
HOMEDEPOT	HOME DEPOT CREDIT SERVICES	08/23/2024	Regular	0.00	391.89	57572
INFOSEND	INFOSEND	08/23/2024	Regular	0.00	198.14	57573
INSIGHT	INSIGHT PUBLIC SECTOR, INC	08/23/2024	Regular	0.00	204.29	57574
LESSCHW1	LES SCHWAB TIRE CENTER	08/23/2024	Regular	0.00	3,198.41	57575
LOWES	LOWE'S	08/23/2024	Regular	0.00	89.41	57576
MANNURR1	MANN, URRUTIA, NELSON CPA	08/23/2024	Regular	0.00	8,500.00	57577
MCCAULEY	MCCAULEY AGRICULTURAL & PEST S	08/23/2024	Regular	0.00	150.00	57578
MISCO	MISCOwater	08/23/2024	Regular	0.00	1,637.31	57579
OAKDISP0	MT DIABLO	08/23/2024	Regular	0.00	98.33	57580
OAKDISP0	MT DIABLO	08/23/2024	Regular	0.00	443.75	57581
NATIONALTRENCH	NATIONAL TRENCH SAFETY	08/23/2024	Regular	0.00	225.63	57582
OKLYACE	OAKLEY ACE HARDWARE	08/23/2024	Regular	0.00	1,155.96	57583
	Void	08/23/2024	Regular	0.00	0.00	57584
PACG&E03	PACIFIC GAS & ELECTRIC	08/23/2024	Regular	0.00	622.37	57585
PACG&E01	PACIFIC GAS & ELECTRIC CO	08/23/2024	Regular	0.00	2,047.74	57586
PAULSAUT	PAUL'S AUTOMOTIVE CENTER	08/23/2024	Regular	0.00	98.00	57587
PURPOSE BUILT	PURPOSE BUILT TRADE CO	08/23/2024	Regular	0.00	2,940.57	57588
QUADIENT FINANCE	QUADIENT FINANCE USA, INC	08/23/2024	Regular	0.00	600.00	57589
BAYAREA1	ROADSAFE TRAFFIC SYSTEMS	08/23/2024	Regular	0.00	1,189.43	57590
ROEBBELEN	ROEBBELEN CONTRACTING, INC	08/23/2024	Regular	0.00	571,073.37	57591
SDCDELTAOVES	SDC DELTA COVES LLC	08/23/2024	Regular	0.00	81,060.00	57592
SUSTAINABLE	SUSTAINABLE CONTRA COSTA	08/23/2024	Regular	0.00	3,000.00	57593
TRACTOR	TRACTOR SUPPLY CO - DEPT 30 1205	08/23/2024	Regular	0.00	112.45	57594
UNDERGROUND	UNDERGROUND REPUBLIC WATER V	08/23/2024	Regular	0.00	3,751.88	57595
VERIZON	VERIZON WIRELESS	08/23/2024	Regular	0.00	2,201.94	57596
VIKINGSHRED	VIKING SHRED	08/23/2024	Regular	0.00	53.99	57597
WATERSAV	WATERSAVERS IRRIGATION	08/23/2024	Regular	0.00	179.33	57598

Check Register

Packet: APPKT00700-AUGUST 2024 8-22-24 LP

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
HDSUPPLY - WHITE CAF	WHITE CAP, L.P.	08/23/2024	Regular	0.00	1,950.92	57599

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	109	48	0.00	1,443,115.53
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
	109	49	0.00	1,443,115.53

Fund Summary

Fund	Name	Period	Amount
99	Pooled Cash	8/2024	1,443,115.53
			<hr/> 1,443,115.53



Diablo Water District, CA

Payroll Check Register Checks

Pay Period: 7/27/2024-8/26/2024

Packet: PYPKT00421 - August 2024 Payroll 8-27-24

Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Check Type	Date	Amount	Number
PADILLA, GINO L	P02	Regular	08/30/2024	6,224.26	57600
TIERNAN, MARILYN M	T57	Regular	08/30/2024	77.35	57601
WEAVER, WAYNE A	W27	Regular	08/30/2024	13,190.60	57602



Diablo Water District, CA

Payroll Check Register

Direct Deposits

Pay Period: 7/27/2024-8/26/2024

Packet: PYPKT00421 - August 2024 Payroll 8-27-24

Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Date	Amount	Number
ALVARADO, HECTOR A	A85	08/30/2024	545.30	952
ALVARADO, HECTOR A	A85	08/30/2024	4,907.69	952
BELLECI, CHRISTINE	B32	08/30/2024	10,275.82	953
CASTOR, LaVONDA	C03	08/30/2024	8,450.04	954
CRAWFORD, CHAD D	C09	08/30/2024	6,696.19	955
CARRANZA GUTIERREZ, EDUARDO	C93	08/30/2024	5,880.34	956
DEJESUS, HUNTER J	D10	08/30/2024	6,385.60	957
FORD, WILLOW	F01	08/30/2024	200.00	958
FORD, WILLOW	F01	08/30/2024	5,104.87	958
GONZALEZ, JORGE R	G17	08/30/2024	9,057.80	959
GROOVER, MATTHEW J	G21	08/30/2024	5,925.24	960
GONZALES, SOPHIA M	G91	08/30/2024	8,781.86	961
HERRERA, JOHN P	H02	08/30/2024	7,327.93	962
KOVALICK, JOSEPH A	K01	08/30/2024	92.35	963
KNIGHT, KATHLEEN MARIE	K24	08/30/2024	9,073.38	964
McCOY, JENNIFER	L21	08/30/2024	11,697.81	965
LIRA, MICHAEL	L28	08/30/2024	8,449.34	966
LEYBA, SANDRA	L85	08/30/2024	7,581.86	967
MENDOZA, ATANACIO	M20	08/30/2024	9,684.24	968
MILINA, CHERI	M21	08/30/2024	8,026.49	969
MUELRAETH, DANIEL B	M22	08/30/2024	17,080.45	970
PASTOR, SCOTT R	P03	08/30/2024	92.35	971
POSADA, LAUREN A	P89	08/30/2024	8,012.51	972
BALESTERI, REBECCA	R20	08/30/2024	5,755.42	973
ROMERO, LUIS J	R22	08/30/2024	8,905.02	974
SMITH, JAMES F	S55	08/30/2024	6,051.70	975
SEGER, PAUL S	S65	08/30/2024	92.35	976
SHAW, JASON R	S74	08/30/2024	92.35	977
VELAZQUEZ, CAMILO R	V01	08/30/2024	7,158.22	978



Diablo Water District, CA

Payroll Check Register Report Summary

Pay Period: 7/27/2024-8/26/2024

Packet: PYPKT00421 - August 2024 Payroll 8-27-24
Payroll Set: Payroll Set 01 - 01

Type	Count	Amount
Regular Checks	3	19,492.21
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	29	187,384.52
Total	32	206,876.73



Diablo Water District, CA

Payroll Check Register

Checks

Pay Period: 7/27/2024-8/26/2024

Packet: PYPKT00427 - JG - CORRECTION CHECK 8-29-24 LP
Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Check Type	Date	Amount	Number
GONZALEZ, JORGE R	G17	Regular	08/30/2024	2,235.64	57603



Diablo Water District, CA

Payroll Check Register

Direct Deposits

Pay Period: 7/27/2024-8/26/2024

Packet: PYPKT00427 - JG - CORRECTION CHECK 8-29-24 LP

Payroll Set: Payroll Set 01 - 01

<u>Employee</u>	<u>Employee #</u>	<u>Date</u>	<u>Amount</u>	<u>Number</u>
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*** No Direct Deposits Created In This Packet ***



Diablo Water District, CA

Payroll Check Register Report Summary

Pay Period: 7/27/2024-8/26/2024

Type	Count	Amount
Regular Checks	1	2,235.64
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	0	0.00
Total	1	2,235.64



By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank -AP Bank						
CCCEFCU0	1st NORTHERN CA	08/30/2024	Regular	0.00	3,500.00	57604
ACWAHPIT	ACWA/JPIA	08/30/2024	Regular	0.00	64,096.50	57605
DWPYRLTX	DIABLO WATER DISTRICT	08/30/2024	Regular	0.00	84,033.37	57606
LININS01	LINCOLN NAT'L LIFE INS	08/30/2024	Regular	0.00	3,771.94	57607
STANDINS	STANDARD INSURANCE CO	08/30/2024	Regular	0.00	3,626.27	57608
VISIONSR	VISION SERVICE PLAN	08/30/2024	Regular	0.00	583.75	57609

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	11	6	0.00	159,611.83
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
	11	6	0.00	159,611.83

Fund Summary

Fund	Name	Period	Amount
99	Pooled Cash	8/2024	159,611.83
			<hr/>
			159,611.83

DIABLO WATER DISTRICT
 BANKING ACTIVITY for August 2024
 September 25, 2024

TRANSACTION TYPE	DATE	PAYABLE TO	FOR	AMOUNT
Electronic Debit	08/01/24	CalPERS	SIP 457 Deferred Comp - July 2024 Payroll Deductions	7,979.67
Electronic Debit	08/01/24	CalPERS	CalPERS Retirement Contributions - July 2024 Payroll	63,575.54
Electronic Debit	08/01/24	State EDD	State Withholding - July 2024 Payroll	16,313.78
Electronic Debit	08/02/24	Global Payments	Credit Card Processing Fees - Open Edge (July)	19,494.01
Electronic Debit	08/06/24	Merchant Bankcard	Credit Card Processing Fees - Vantiv (July)	82.55
Electronic Debit	08/26/24	CalPERS	GASB 68 Reporting Services Fee	700.00
Electronic Debit	08/30/24	DWD Direct Deposit	Payroll August 2024 - Direct Deposit (See Warrant Reg)	187,384.52
Electronic Debit	08/30/24	State EDD	State Withholding - August 2024 Payroll	17,152.43
TOTAL ACTIVITY				312,682.50

The above Banking Transactions for August 2024 were given to the Board of Directors for their review as part of the September 25, 2024 Board Meeting.

Jennifer McCoy

 Jennifer McCoy
 Finance & Accounting Manager

September 9, 2024

 Date

**DIABLO WATER DISTRICT
MONTHLY FINANCIAL REPORT
FOR PERIOD JULY 1, 2024 TO JULY 31, 2024**

Balance as of June 30, 2024	<u><u>\$17,782,826.24</u></u>
Receipts, July 2024	
Operating	1,682,179.86
Non-Operating (MERA, Admin, Inspection & Eng Fees & Contract Services)	502,216.44
Facilities Reserve	355,749.84
Interest	
General	25,948.77
MERA	1,773.19
Facilities Reserve	25,867.89
Investment activity (+ or -)	(2,102.03)
Disbursements, July 2024	
Operating	(1,872,029.02)
Facilities Reserve	(347,556.76)
Quarterly Bank Analysis Charges	0.00
Balance as of July 31, 2024	<u><u>\$18,154,874.42</u></u>

FUNDS (as of close of business on July 31, 2024)	AMOUNT
District General Fund	4,591,084.56
Restricted funds	
2019 Series Held in Trust by US Bank	0.00
2022 Loan Project Funds - LAIF Account	3,836,000.00
Facilities Reserve (AB-1600 Requirements)	6,204,385.31
Designated Funds	
Rate Stabilization Fund (Target \$1M)	1,000,000.00
Reserve Fund - Capital Reserve (Target \$2M by 2025)	1,000,000.00
Reserve Fund - Emergency Reserve (Target \$5M by 2030)	0.00
Main Extension Reimbursement (MERA)	590,999.85
Knightsen Well System (M25)	46,123.92
Willow Park Marnia Well System (M27)	3,714.05
Customer Deposits	359,030.00
Developer Admin, Inspection & Eng Deposit Totals	(73,921.02)
Current Active Projects	\$ (57,565.58)
Archived Projects	\$ 3,075.20
Projects on Hold	\$ (1,379.55)
Project for Tracking Purposes Only	\$ (16,764.55)
Accidents Pending Collection	\$ (1,286.54)
Subdivision #4990 Phase 3 Bond Deposit	300,000.00
51 Carol Lane Performance Bond	105,000.00
Cypress Self Storage Maintenance Bond	0.00
Substandard Street Investment	
Future Relocation of Bethel Island Road Offsite Waterline	192,000.00
District's Portion of Investment	457.75

TOTAL	<u><u>\$18,154,874.42</u></u>
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DIABLO WATER DISTRICT
MONTHLY FINANCIAL REPORT
FOR PERIOD JULY 1, 2024 TO JULY 31, 2024
PAGE 2

INVESTMENTS/BANK ACCOUNTS
(as of close of business on July 31, 2024)

<u>INSTITUTION</u>	PAR VALUE	RATE OF INTEREST	MARKET VALUE
California Local Agency Investment Fund	*	4.516	8,572,933.83
BMO, General Checking Account	*		3,085,994.14
US Bank - 6712258600 <i>Held US Bank</i> - Value with Interest Earnings/Res Fund 2019			0.00
US Bank 6712258602 Reserve Fund - Series 2019	-	Varies	
US Bank 6712258603 Corpyard Project Fund - Series 2019	-	Varies	
MBS RMB-028036 <i>Held Bank of New York</i> - Value with Interest Earnings			6,495,946.45
MD 08/26/24 03065Q-AK-4 Americu Credit Union Rome N/CD	249,000.00	3.25	
MD 09/10/24 649447-VN-6 New York Cmnty Bk Westbury New York/CD	240,000.00	0.70	
MD 09/23/24 34520L-AF-0 Forbright BK Potomac/CD	245,000.00	3.45	
MD 09/30/24 550551-FY-6 Luther Burbank CVGS Santa Rosa Calif/CD	245,000.00	3.80	
MD 10/31/24 TSRY5672776 United States Treasury Bills	2,633,000.00	5.133	
MD 04/07/25 02589AC34 American Express Natl Bk Brokered Intl/CD	240,000.00	2.55	
MD 04/21/25 3133EMWH1 Federal Farm CR BKS Bond Rated AA+ Callable 4/21/22	400,000.00	0.71	
MD 04/30/25 20415QHS1 Community West BK N A Goleta Calif/CD	249,000.00	0.40	
MD 05/20/25 58404D-HB-0 Medallion BK Salt Lake City Utah/CD	249,000.00	0.85	
MD 06/19/25 29278TPQ7 Enerbank USA Salt Lake City/CD	245,000.00	0.70	
MD 06/30/25 740367LJ4 Preferred BK Los Angeles Calif/CD	151,000.00	0.70	
MD 09/25/25 05580A-XF-6 BMW BK North Amer Salt Lake City Utah/CD	249,000.00	0.50	
MD 10/23/25 88241TJJ0 Texas Exchange BK SSB Crowley/CD Callable 01/23/21	125,000.00	0.60	
MD 11/03/25 61768E-2P-7 Morgan Stanley Private BK Natl Assn/CD	243,000.00	5.05	
MD 05/14/26 06048W-L9-9 Bank Amer Corp Medium Term Rated A2 Callable 5/14/2	200,000.00	1.40	
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 CTF/CD	220,000.00	4.40	
MD 05/18/27 14042RRF0 Capital One Natl Assn Mclean VA/CD	230,000.00	3.20	
Multibank Interest, Money Management Fund	1,931.32		

TOTAL \$18,154,874.42

* Demand Account

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 JULY 1, 2024 TO JULY 31, 2024
PAGE 3

HELD IN TRUST BY DIABLO WATER DISTRICT
For Board of Directors Information Only
 (as of close of business on June 30, 2024)

<u>INSTITUTION</u>	RATE OF INTEREST	MARKET VALUE
Lincoln National, Deferred Compensation (Quarterly)	Varies	1,218,470.29
CERBT Funds (Quarterly)	10.966% year/year	1,128,873.41
<i>TOTAL</i>		<i>\$2,347,343.70</i>

Deferred Compensation 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.

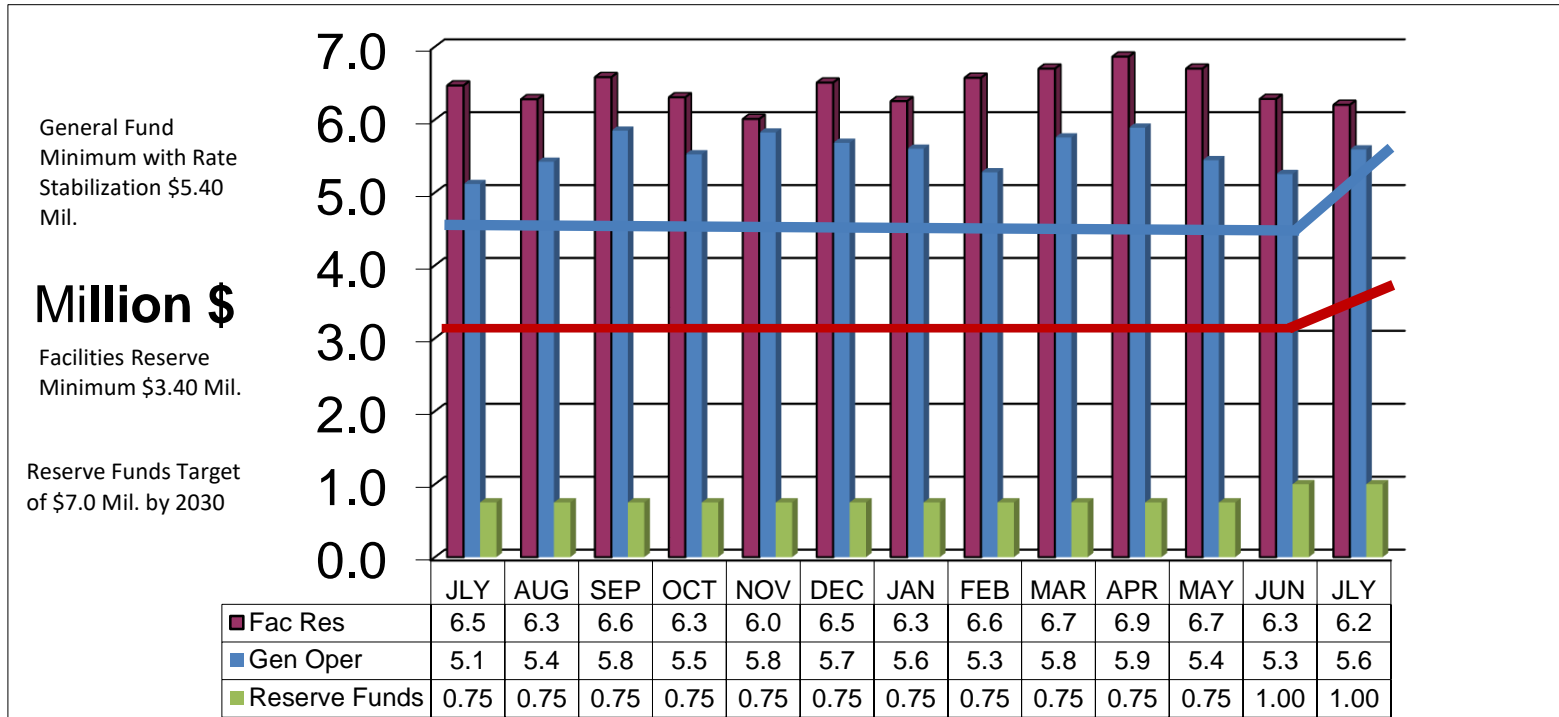
CERBT Funds - California Employers' Retiree Trust Fund is administered by CalPERS. The interest earned on the District's balance in this Trust Fund is used to pay the Diablo Water District portion of retiree medical benefit premiums. If requested by the District, CalPERS reimburses the District each 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 07/08	(6,686.92)	6,234.61	(23,573.85)
FY 08/09	(7,727.20)	6,678.44	(24,622.61)
FY 09/10	(10,755.47)	6,597.68	(28,780.40)
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 (As of July)	(558.30)	1,975.77	46,123.92

<u>Willow Park (M27)</u>	<u>Expenses</u>	<u>Income</u>	<u>Total Fund Balance</u>
FY 07/08	(18,540.27)	35,856.74	93,589.03
FY 08/09	(22,923.46)	37,741.56	108,407.13
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 (As of July)	(12,740.68)	3,762.84	3,714.05

DIABLO WATER DISTRICT FUNDS AVAILABLE 2024 - 2025



DIABLO WATER DISTRICT
September 25, 2024 Board Meeting
Item Number 6

TO: Each Director

FROM: Dan Muelrath, General Manager

SUBJECT: Award of Contract for Water Rate Consulting Services.

In July, the District issued a request for proposals for water rate consulting services. The District's Water Rate Ad Hoc Subcommittee reviewed the proposals and performed interviews with selected consultants on September 19th.

Based on this packet going to print prior to final consultant interviews, the Ad hoc will present the Board with the reasons and results for selecting the consultant for award during the Board meeting.

Scope of services to be provided include:

- Review existing documents, plans, and budgets.
- Comparison of local agencies' water rates.
- Assist District in developing a public participation plan.
- Cost of Service analysis with potentially new rate structures alternatives.
- Assist Board and Staff to consensus decision for future rate model/structure.
- Develop 5-year-projection for rate increases.
- Creation of new financial planning, excel based, model with a 10-year horizon.
- Up to four Board Presentations.
- Attend Ad hoc subcommittee meetings.

Through Board, Staff, and public participation, the water rate study will be finalized and ready for adoption at the Board's March or April 2025 meeting, with the new rates anticipated to take effect on July 1, 2025.

RECOMMENDATION:

Authorize the General Manager to execute a professional services agreement for water rate consulting services with the consultant selected by the Ad Hoc.

Dan Muelrath

Dan Muelrath
General Manager



DIABLO WATER DISTRICT
September 25, 2024 Board Meeting
Item Number 7

TO: Each Director

FROM: Jim Smith, Strategic Initiatives Project Manager

SUBJECT: Award of Contract for Grant Writing Consulting Services.

In August, the District issued a request for proposals for grant writing consulting services. Three staff members screened the RFPs and interviews were completed for the top three firms. Interviews were performed during the weeks of September 9th and 16th.

The top firm, based on their written proposal and interview, was EKI Environment & Water Inc.

Key attributes that lead to their selection include:

- Above industry average success rate for grant awards.
- Knowledge of the California water industry and DWD specifically.
- Internal tracking tools for grants.
- Comprehensive in-house team of grant writing and technical/engineering support.

Scope of services to be provided includes:

- Review list of potential DWD projects.
- Identify projects that are suitable for grant funding opportunities.
- Gather data for submissions.
- Submit grants (one to two depending on size/level of effort).
- Grant tracking.

Projects submitted for grant funding will require Board authorization, as most grants require a Board Resolution of Support as part of the application package.

RECOMMENDATION:

Authorize the General Manager to execute a professional services agreement for grant writing consulting services with EKI Environment & Water Inc. in an amount not to exceed \$70,000, plus a 10% contingency.

Jim Smith

Jim Smith
Strategic Initiatives Project Manager



DIABLO WATER DISTRICT
September 25, 2024 Board Meeting
Item Number 8

TO: Each Director
FROM: Dan Muelrath, General Manager
SUBJECT: FRC Update.

CDM Smith and the FRC Ad Hoc Subcommittee will provide an overview of the data reviewed to date, along with new assumptions and trends being used in the proposed FRC calculations.

RECOMMENDATION:

Receive and discuss.

Dan Muelrath

Dan Muelrath
General Manager



DIABLO WATER DISTRICT
September 25, 2024 Board Meeting
Item Number 9

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 = 145,000 AF – 90.6% full (91.25% last month)
 - Total Water Demand.
 - Local Well Production.

RECOMMENDATION:

Discuss.

Dan Muelrath

Dan Muelrath
General Manager

Attached: Statewide Reservoir Conditions
Total Water Demand
Local Well Production



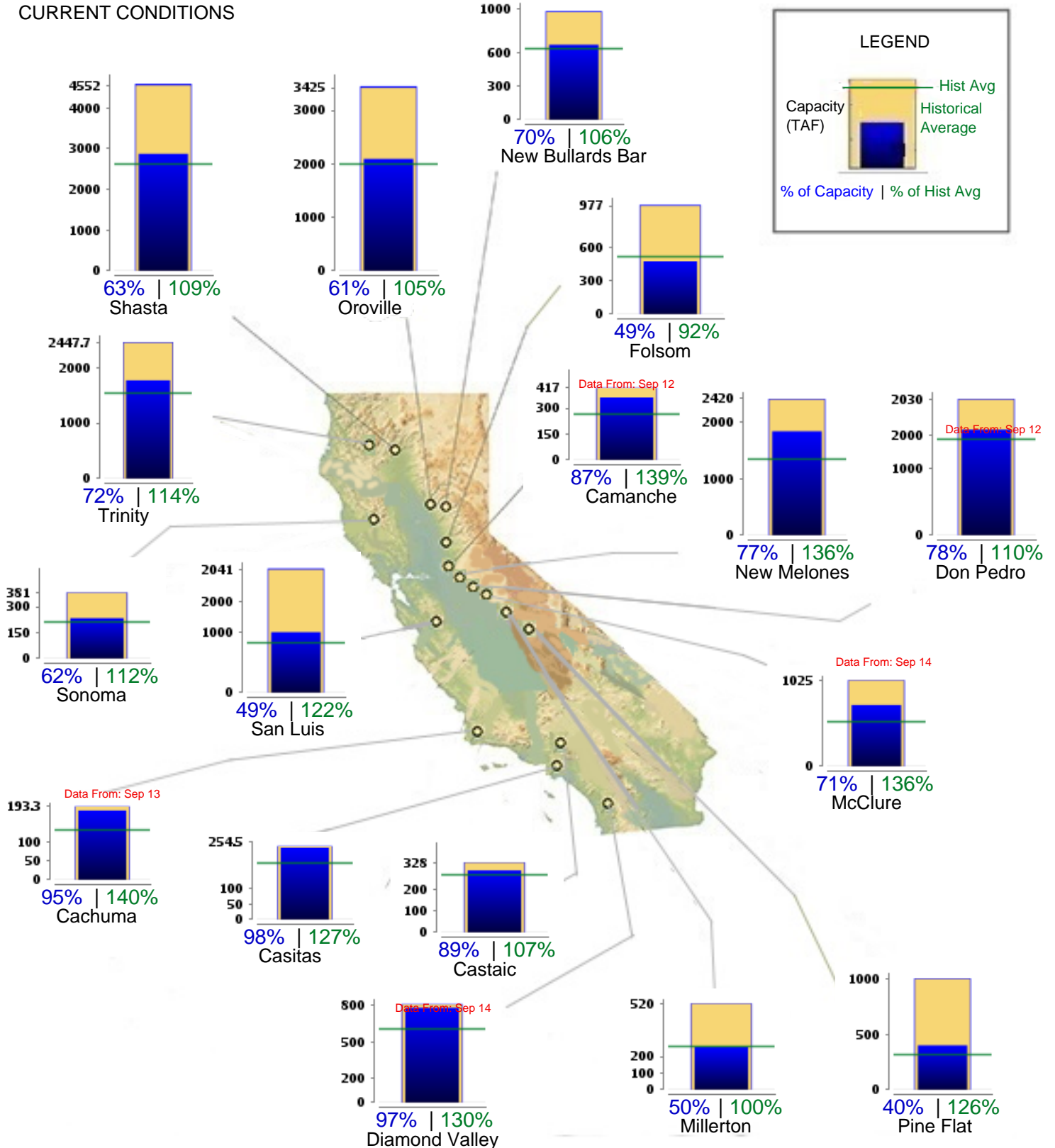


CURRENT RESERVOIR CONDITIONS

CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS

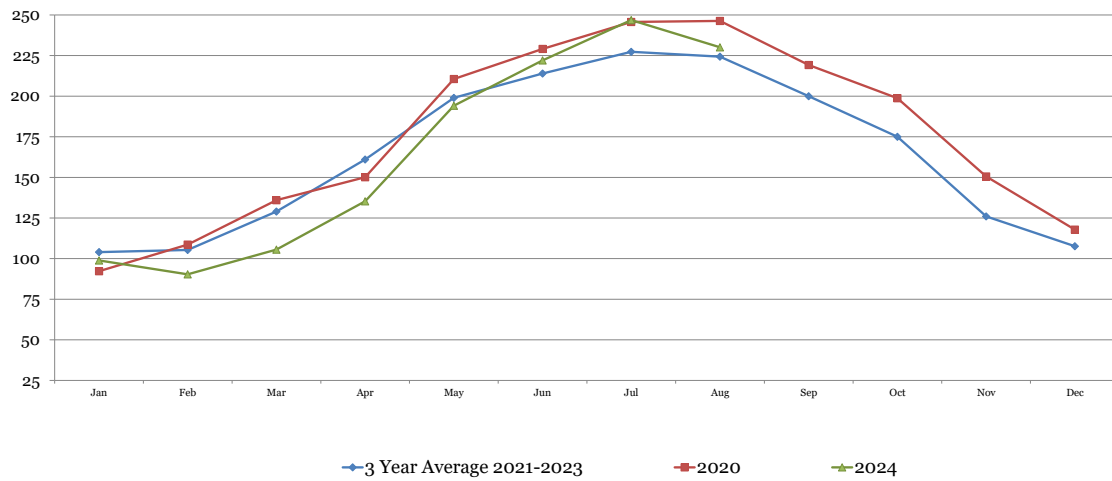
Midnight - September 15, 2024

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	104	105	129	161	199	214	227	224	200	175	126	108	164
2020 Usage	92	109	136	150	211	229	246	246	219	199	151	118	175
2024 Usage	99	90	106	135	194	222	247	230					165
% Reduction (+/-)	-6.7%	20.2%	28.9%	10.9%	8.4%	3.2%	-0.5%	7.0%					7.2%
% new Connections 2024 vs. 2023	1.6%					1.4%	1.4%	1.3%					

**WELL WATER BLENDED INTO DISTRIBUTION SYSTEM
MILLION GALLONS(MG)**

	<u>Jul-23</u>	<u>Aug-23</u>	<u>Sep-23</u>	<u>Oct-23</u>	<u>Nov-23</u>	<u>Dec-23</u>	<u>Jan-24</u>	<u>Feb-24</u>	<u>Mar-24</u>	<u>Apr-24</u>	<u>May-24</u>	<u>Jun-24</u>
1	1.212	1.103	1.001	0.892	0.883	0.686	0.529	0.325	0.000	0.252	1.209	1.126
2	0.973	1.051	0.933	1.258	1.049	0.716	0.409	0.360	0.000	0.750	0.860	1.135
3	1.211	1.035	0.946	1.011	0.731	0.553	0.424	0.289	0.000	0.644	1.011	1.236
4	1.186	1.017	0.975	1.027	0.780	0.796	0.274	0.379	0.000	0.552	0.832	1.237
5	1.138	0.946	1.053	0.981	0.363	0.665	0.349	0.306	0.000	0.577	0.549	1.412
6	1.107	1.024	0.994	0.996	0.889	0.715	0.254	0.334	0.000	0.581	1.221	1.418
7	1.156	1.115	0.991	0.965	0.777	0.579	0.354	0.297	0.000	0.559	0.770	1.229
8	1.032	1.041	0.998	0.839	0.872	0.611	0.340	0.339	0.000	0.846	1.113	1.165
9	1.062	1.061	0.968	1.069	0.825	0.583	0.348	0.298	0.000	0.636	0.889	1.140
10	1.085	1.022	0.897	0.883	0.913	0.757	0.359	0.365	0.000	0.763	1.260	1.236
11	1.220	1.018	1.118	0.918	0.919	0.657	0.318	0.303	0.000	0.766	0.935	1.220
12	1.220	0.914	0.872	0.953	0.681	0.586	0.320	0.379	0.000	0.758	0.965	1.221
13	1.137	0.962	1.114	0.997	0.951	0.675	0.402	0.306	0.000	0.664	1.377	1.125
14	1.219	1.112	0.915	0.821	0.814	0.685	0.270	0.367	0.000	0.507	0.955	1.222
15	1.054	1.012	0.952	0.851	0.733	0.578	0.406	0.280	0.000	0.839	1.244	1.054
16	1.133	1.006	1.099	1.297	0.736	0.690	0.329	0.341	0.000	0.640	0.938	1.193
17	1.117	1.070	0.874	0.959	0.682	0.547	0.328	0.338	0.000	0.880	1.150	1.136
18	0.945	1.013	0.838	1.017	0.715	0.730	0.304	0.275	0.000	0.603	1.143	1.230
19	1.128	1.034	1.053	0.915	0.641	0.528	0.386	0.426	0.000	0.987	0.906	1.166
20	1.014	0.945	0.956	0.954	0.798	0.528	0.308	0.268	0.000	0.683	1.131	1.499
21	1.071	1.046	0.927	0.945	0.691	0.550	0.337	0.381	0.000	0.796	1.198	1.233
22	0.980	0.965	0.978	0.860	0.758	0.638	0.353	0.360	0.000	1.147	1.169	1.034
23	0.973	1.024	0.957	1.005	0.852	0.545	0.311	0.136	0.000	0.663	1.467	1.227
24	1.106	1.110	0.930	1.077	0.815	0.672	0.323	0.493	0.000	1.011	1.154	1.248
25	1.104	0.993	0.972	1.031	0.708	0.544	0.298	0.287	0.000	0.701	1.017	1.232
26	0.969	1.026	0.891	0.837	0.693	0.518	0.310	0.162	0.000	1.000	0.921	1.256
27	1.107	0.955	0.974	0.954	0.871	0.647	0.341	0.309	0.000	0.672	1.360	1.173
28	0.931	1.111	0.995	0.834	0.720	0.631	0.354	0.010	0.000	1.054	1.137	1.258
29	1.026	0.975	0.948	0.813	0.735	0.505	0.337	0.061	0.000	1.029	1.295	1.151
30	0.971	0.958	0.908	0.939	0.703	0.633	0.315	0.000	0.839	1.242	1.113	
31	1.189	1.100		0.883		0.472	0.292		0.000		1.235	
TOTAL	33.7752	31.7609	29.0244	29.7779	23.2967	19.2189	10.5770	8.7716	0.0000	22.3979	33.6511	36.3245

Jul-23 to Jan-24 at \$2590.00/MG 177.4310 MG
Feb-24 to Jun-24 at \$2780.00/MG 101.1451 MG
GRAND TOTAL: 278.5761 MG

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

MONTHLY WELL NUMBERS
Million Gallons (MG)

<u>DATE</u>	<u>GLEN PARK</u>	<u>STONECREEK</u>
09/01/24	0.9494	0.0008
09/02/24	1.0746	0.3248
09/03/24	1.0697	0.3244
09/04/24	1.0839	0.3241
09/05/24	1.0166	0.3246
09/06/24	1.1292	0.3241
09/07/24	1.0048	0.3248
09/08/24	0.9371	0.3239
09/09/24	1.1096	0.3241
09/10/24	0.9857	0.3241
09/11/24	1.1297	0.3239
09/12/24	0.9310	0.3245
09/13/24	1.1294	0.3241
09/14/24	0.9695	0.3216
09/15/24	0.9202	0.3243
09/16/24		
09/17/24		
09/18/24		
09/19/24		
09/20/24		
09/21/24		
09/22/24		
09/23/24		
09/24/24		
09/25/24		
09/26/24		
09/27/24		
09/28/24		
09/29/24		
09/30/24		
Totals	15.4404	4.5381
Combined Totals		19.9785

DIABLO WATER DISTRICT
September 25, 2024 Board Meeting
Item Number 10

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

Attached: Construction List



Development Status Report

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

Project Description	Location	Type of Project	Number and Size of Connections	Project Status	FIA Status	Additional Notes (see footer for detail)	Percent Facilities Intallation Complete
Elm Lane Apartments	Elm Lane, Oakley	Multi-Family	One 4" Domestic and One 1 1/2" Irrigation	Finalizing Paperwork for Final Acceptance	Board Approved	--	99%
8734 - Stonewood Unit 2A	West of Rose Ave; south of Longhorn Way; North of Carpenter Road	Subdivision	27 Lots (1" services for fire sprinklers)	Working on Reviewing As-Builts	Board Approved	--	98%
8904 Cypress Crossings (formerly Baldocchi Property) - Sellers Avenue Offsite Improvements	6390 Sellers Avenue; SE corner of E. Cypress Rd & Sellers Ave.	Mainline Extension	24" Watermain Extension down Sellers Avenue	Waiting on As-Builts	Board Approved	--	98%
8904 Cypress Crossings (Tuscany Estates-Baldocchi Property) In-Tract Improvements - East Cypress	East Cypress Road, Oakley	Subdivision	98 Lots for both 8736 & 8836 (1" services for fire sprinklers)	Punchlist items complete; Waiting on As-Builts	Board Approved	--	98%
9284 - Ranchette (Discovery Builders)	Oakley Road at Neroly Road	Subdivision	13 Lots (1" services for fire sprinklers)	Waiting on As-Builts	Board Approved	--	98%
9426 - Delta Coves Marina - Fire Services	West Wind Place, Bethel Island	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	Subdivision/Condos	64 Services (1" for fire sprinklers) and Two 1 1/2" Irrigation Services	Working on Punch List Items & As-Builts	Board Approved	--	93%
9616 Summer Lake North Phase 1 Village 1	North of E. Cypress Road; East of Bethel Island Road	Subdivision	88 Lots (1" services for fire sprinklers)	Construction Underway; Passed Pressure Testing	Board Approved	RW, GWMW, CN	85%
9617 Summer Lake North Phase 1 Village 2	North of E. Cypress Road; East of Bethel Island Road	Subdivision	52 Lots (1" services for fire sprinklers)	Construction Underway; Passed Pressure Testing	Board Approved	RW, GWMW, CN	85%
9307 - Summer Lake North- Backbone	North of E. Cypress Road; East of Bethel Island Road	Subdivision	Backbone Infrastructure for Future Subdivisions; Services for Irrigation	Construction Underway	Board Approved	RW, GWMW, CN	70%
9615 Machado Lane - Cosetti Property	APNs 033-190-003 & 033-190-004	Subdivision	76 Lots (1" services for fire sprinklers)	Construction Underway	Board Approved	GWMW	60%

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	Type of Project	Number and Size of Connections	Project Status	FIA Status	Additional Notes (see footer for detail)	Percent Facilities Intallation Complete
6013 - BIRS Bethel Island Res. & Pump Station	Delta Coves Project, Bethel Island	Reservoir & Pump Station for Delta Coves	No Connections	Under DWD Plan Review	Future Board Meeting	CN	0%
637 Brownstone Road	APN 034-170-006; Brownstone Rd; east of O'Hara Ave.	Subdivision	Pending	City Planning Stage/On Hold	Future Board Meeting	--	0%
6610 - Spinnaker Cove	Cypress Road to Sandmound Blvd	Subdivision	Pending	Planning Stage	Future Board Meeting	--	0%
8760 - Stonewood 1B	West of Rose Ave; south of Longhorn Way; North of Carpenter Road	Subdivision	133 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	GWMW	0%
8787 Rosewood Subdivision	4073 Rose Avenue, Oakley	Subdivision	61 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	GWMW	0%
8803 - Brownstone (Clyde Miles Construction)	Brownstone Road, Oakley	Subdivision	108 Lots (1" services for fire sprinklers)	Waiting for Project Start Date	Board Approved	GWMW	0%
8807 - Villa Grove	2080 O'Hara Avenue	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)	Subdivision	34 Lots (1" services for fire sprinklers)	City Planning Stage/On Hold	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	Subdivision	31 Lots (1" services for fire sprinklers)	City Planning Stage/On Hold	Future Board Meeting	--	0%
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 - Lesh 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	Subdivision	10 Lots (1" services for fire sprinklers)	City Planning Stage/On Hold	Future Board Meeting	--	0%

Notes:

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

Development Status Report

Project Description	Location	Type of Project	Number and Size of Connections	Project Status	FIA Status	Additional Notes (see footer for detail)	Percent Facilities Installation Complete
9534 - Stonewood 3 Unit 2	West of Rose Ave; south of Longhorn Way North of Carpenter Road	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	Subdivision	22 Lots (1" services for fire sprinklers)	City Planning Stage/On Hold	Future Board Meeting	--	0%
9557 Burroughs Property	E. Cypress Road & Knightsen Avenue	Subdivision	208 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	GWMW	0%
9579 Honey/Creekside Subdivision	463 & 560 Honey Lane	Subdivision	57 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	GWMW	0%
9580 Golden Oak	West Ruby Street and Fuschia Way	Subdivision	7 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	--	0%
CIP 247	E. Cypress Road, East of Knightsen Avenue	Road Widening/Realignment	1 Irrigation Connection	Plans Approved	FIA Planned for October Board Meeting	--	0%
9614 Sellers Avenue	South of E. Cypress Road; West of Sellers Avenue	Subdivision	77 Lots (1" services for fire sprinklers)	Plans Approved	FIA Planned for September Board Meeting	--	0%
9618 Summer Lake North Phase 1 Village 3	North of E. Cypress Road; East of Bethel Island Road	Subdivision	54 Lots (1" services for fire sprinklers)	Waiting for Project Start Date	Board Approved	RW, GWMW, CN	0%
9619 Summer Lake North Phase 1 Village 4	North of E. Cypress Road; East of Bethel Island Road	Subdivision	63 Lots (1" services for fire sprinklers)	Plans Approved Pending Signature	FIA Planned for September Board Meeting	RW, GWMW, CN	0%
9620 Summer Lake North Phase 1 Village 5	North of E. Cypress Road; East of Bethel Island Road	Subdivision	79 Lots (1" services for fire sprinklers)	Waiting for Project Start Date	Board Approved	RW, GWMW, CN	0%
9621 Summer Lake North Phase 1 Village 6	North of E. Cypress Road; East of Bethel Island Road	Subdivision	55 Lots (1" services for fire sprinklers)	Plans Approved Pending Signature	FIA Planned for September Board Meeting	RW, GWMW, CN	0%
9622 Summer Lake North Phase 1 Village 7	North of E. Cypress Road; East of Bethel Island Road	Subdivision	86 Lots (1" services for fire sprinklers)	Plans Approved Pending Signature	FIA Planned for September Board Meeting	RW, GWMW, CN	0%

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Development Status Report

Project Description	Location	Type of Project	Number and Size of Connections	Project Status	FIA Status	Additional Notes (see footer for detail)	Percent Facilities Intallation Complete
CIP 310	E. Cypress Road, East of Jersey Island Rd	Road Widening/Realignment	No Connections	Under DWD Plan Review	Future Board Meeting	--	0%
CIP 280	Laurel Rd at O' Hara	Road Widening	No Connections	Under DWD Plan Review	Future Board Meeting	--	0%
Live Oak Industrial Park	Live Oak Avenue; between Main St and Oakley Rd	Industrial Facilities; 8 buildings	8 Buildings (4-1" potable services; 1-1" irrigation service; 1-8" fire service)	Under DWD Plan Review	Future Board Meeting	--	0%
Oakley Shops at Laurel Field	Laurel Rd at O' Hara	Commercial/Safeway	Still Being Determined	Under DWD Plan Review	Future Board Meeting	--	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, GMMW, 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, GMMW, CN	0%
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, GMMW, 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, GMMW, CN	0%
Brownstone and Main Commercial Development	Brownstone and Main Street	Commercial/ Restaurant/ Retail/Car Wash	Pending	City Planning Stage/On Hold	Future Board Meeting	GMMW	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	Subdivision	42 Lots (1" services for fire sprinklers)	City Planning Stage/On Hold	Future Board Meeting	--	0%

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Development Status Report

Project Description	Location	Type of Project	Number and Size of Connections	Project Status	FIA Status	Additional Notes (see footer for detail)	Percent Facilities Intallation Complete
The Honey Lane Development	637 Honey Lane, Oakley (adjacent to Marsh Creek)	Subdivision	19 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	--	0%

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DIABLO WATER DISTRICT
September 25, 2024 Board Meeting
Item Number 11

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
September 25, 2024 Board Meeting
Item Number 12

TO: Each Director

FROM: Dan Muelrath, General Manager

SUBJECT: Directors' Reports.

Representative assignments verbal reports:

- City of Oakley – Director Tiernan
- Ironhouse – Director Pastor
- LAFCO – Director Pastor
- Contra Costa Water District – Director Seger

Ad hoc reports:

- Report as needed.

RECOMMENDATION:

Discuss.

Dan Muelrath

Dan Muelrath
General Manager

DIABLO WATER DISTRICT
 September 25, 2024 Board Meeting
 Item Number 13

TO: Each Director
 FROM: Dan Muelrath, General Manager
 SUBJECT: Future Agenda Items.

October 23, 2024	
Miscellaneous Regulation Updates	Action
Recycled Water Update	Discussion
November 13, 2024	
EPA WaterSense New Home Certification	Discussion
Overview of 2024 SWRCB Adopted Conservation Regulations	Discussion
Other Items	Future Date
Sub Awardee Approval for Recycled Water Grant via EPA / Ironhouse	TBD

