DIABLO WATER DISTRICT

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 February 26, 2025 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: 830 085 663#

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.**

Action Items

3. Consent Calendar.

It is recommended by the General Manager that these items, which are expected to be routine in nature and without controversy, be received and acted upon by the Board without discussion. If any Board member or interested party requests that an item be removed from the Consent Calendar for discussion, it will be considered separately. *The consent calendar may be approved by a single motion to approve, followed by a second and then a call for vote.*

A. Minutes of the Regular Meeting of January 22, 2025.

Staff Recommendation: Approve.

B. Authorization to Execute Facilities Installation Agreement with Stonewood Oakley, LLC for Subdivision 8760 – Stonewood Unit 1B, Oakley.

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

C. Regulation 13 Amendment – Rate Change Proceedings.

Staff Recommendation: Adopt Resolution No. 2025-04.

4. Financial Reports.

Staff Recommendation: Approve warrant register 2025-1, ACH wire transactions for January 2025, and receive the monthly financial statement for December 2024.

Discussion Items

5. 2025 Rate Study Update.

6. Emergency Water Supply Options.

7. General Manager's Report.

- Water Supply Charts

8. District Engineer's Report.

9. District Counsel's Report.

10. Directors' Reports.

- Representative verbal reports.
- Other items as needed.

11. Future Agenda Items.

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

12. Next Meetings of the Board of Directors.

- March 26, 2025 Regular Meeting – 6:30 pm
- April 23, 2025 Regular Meeting – 6:30 pm
- ~~May 20, 2025 Special Meeting – 6:30 pm~~
- May 28, 2025 Regular Meeting – 6:30 pm

Closed Session Items

13. 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 Jean-Marc Petit Ironhouse/Reclamation District 830 Representative.
Under Negotiation: Terms and Price

14. Adjournment.

Posted this 20th day of February 2025.

Dan Muelrath

Dan Muelrath, General Manager

DIABLO WATER DISTRICT

February 26, 2025 Board Meeting
Item Number 3

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.

3A. Minutes of the Regular Meeting of January 22, 2025.
Staff Recommendation: Approve.

3B. Authorization to Execute Facilities Installation Agreement with Stonewood Oakley, LLC for Subdivision 8760 – Stonewood Unit 1B, Oakley.
Staff Recommendation: Authorize the General Manager to Execute the Agreement.

3C. Regulation 13 Amendment – Rate Change Proceedings.
Staff Recommendation: Adopt Resolution No. 2025-04.

RECOMMENDATION:

Approve.

Dan Muelrath

Dan Muelrath
General Manager

Integrity

DIABLO WATER DISTRICT

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

MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF DIABLO WATER DISTRICT HELD ON JANUARY 22, 2025

The Regular Meeting of the Board of Directors of Diablo Water District was held on January 22, 2025 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.

Director Kovalick attended the meeting remotely pursuant to AB 2449.

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 6:30 p.m. on January 22, 2025.

Directors Present:	Tiernan, Pastor, Seger, Kovalick, Shaw
Staff Present:	Dan Muelrath, Kait Knight, Jim Smith, Wayne Weaver, Jennifer McCoy, Nacho Mendoza
General Counsel:	Wes Miliband (Miliband Water Law)
Others Present:	Bill Brick (CDM Smith), Dawn Morrow (ISD), Hugh Henderson (City of Oakley

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.

Presentation

3. Consent Calendar.

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

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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 December 11, 2024.
Staff Recommendation: Approve.

B. CalOES Grant Submittal Authorization for R2 Seismic Phase 2 Upgrades.
Staff Recommendation: Adopt Resolution Number 2025-01.

C. Acceptance of Facilities – Subdivision 8904 – In-Tract - Tuscany Estates - Baldocchi Property.
Staff Recommendation: Adopt Resolution Number 2025-02.

D. Acceptance of Facilities – Subdivision 8904 – Sellers Avenue Offsite Improvements.
Staff Recommendation: Adopt Resolution Number 2025-03.

E. Authorization to Execute Facilities Installation Agreement with AU Energy, LLC for Emerson Ranch Commercial – Phase 1, Oakley.
Staff Recommendation: Authorize the General Manager to Execute the Agreement.

F. Authorization to Execute Facilities Installation Agreement with Regency Centers for the Oakley Shops at Laurel Fields, Oakley.
Staff Recommendation: Authorize the General Manager to Execute the Agreement.

G. Authorization to Execute First Amendment Agreement with New Cingular Wireless PCS, LLC for the Cell Site Tower located at 3990 Main Street, Oakley.
Staff Recommendation: Authorize the General Manager to Execute the Agreement.

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

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

4. Financial Reports.

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Staff Recommendation: Approve warrant register 2024-12, ACH wire transactions for December 2024, and receive the monthly financial statement for November 2024.

Director Seger arrived at the meeting at 6:40 pm.

It was moved by Vice President Pastor, seconded by Director Shaw, and approved by the following vote to approve warrant register 2024-12, ACH wire transactions for December 2024, and receive the monthly financial statement for November 2024.

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

5. Surplus of District Vehicle and Purchase of New Truck.

Staff Recommendation: Authorize the General Manager to purchase a new medium duty service body truck.

It was moved by Director Seger, seconded by Director Shaw, and approved by the following vote to authorize the General Manager to purchase a new medium duty service body truck.

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

6. New Water Supply Projects.

Staff Recommendation: Select project(s) to incorporate into the District's water rate and FRC studies.

It was moved by Director Seger, seconded by Director Shaw, and approved by the following vote to move forward with wellhead treatment with an emphasis on a third well in the next 5 years and treatment over the next 10 years.

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

Discussion Items

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7. Good Governance Refresher.

Received.

8. Strategic Initiatives Update.

Received.

9. General Manager's Report.

- Water Supply Charts
- Wildfire Preparedness

Received.

10. District Engineer's Report.

Bill Brick, CDM Smith, reported on the status and progress of active projects.

Received.

11. District Counsel's Report.

Received.

12. Directors' Reports.

- Representative verbal reports.
- Other items as needed.

Received.

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.

- February 26, 2025 Regular Meeting – 6:30 pm
- March 26, 2025 Regular Meeting – 6:30 pm

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- April 23, 2025 Regular Meeting – 6:30 pm

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 Jean-Marc Petit Ironhouse/Reclamation District 830 Representative.
Under Negotiation: Terms and Price

No reportable action.

16. Adjournment.

President Tiernan adjourned the meeting at 8:20 p.m.

Kait Knight, Board Secretary

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Kait Knight

From: Dan Muelrath
Sent: Tuesday, January 21, 2025 10:24 AM
To: Dan Muelrath
Cc: Jennifer McCoy; Kait Knight
Subject: Potential Rate Impacts for Water Supply Projects

Importance: High

Good morning Directors,

I received updated financial projections after the Board packet went to print.

Here are potential rate impacts for water supply expansion projects:

- Wellhead treatment
  - 12%+ water rate increase for capital construction
  - Additional 5-10%+ water rate increase for operating expenses per year.
  - Project cannot proceed until FRCs are collected that support the $37.5 million developer contribution (approximately 2,000 homes)
- Direct potable reuse
  - 25%+ water rate increase
  - Additional 5-10%+ water rate increase for operating expenses per year.
  - Project cannot proceed until FRCs are collected that support the $32 million (approximately 1,700 homes)
- RBWTP expansion
  - 3% water rate increase
  - Project can proceed when water demands warrant an expansion

Thank you,

Dan Muelrath
General Manager

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DIABLO WATER DISTRICT

DIABLO WATER DISTRICT
February 26, 2025 Board Meeting
Item Number 3.B.1

TO: Each Director

FROM: Dan Muelrath, General Manager

SUBJECT: Authorization to Execute Facilities Installation Agreement with Stonewood Oakley, LLC for Subdivision 8760 – Stonewood Unit 1B, Oakley.

Attached is the Facilities Installation Agreement with Stonewood Oakley for the Subdivision 8760 – Stonewood Unit 1B, Oakley. Design plans were approved and signed on February 19, 2025.

The project consists of 130 single family 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 8760 – Stonewood 1B

Quality Integrity

DIABLO WATER DISTRICT
FACILITIES INSTALLATION AGREEMENT
SUBDIVISION 8760 STONEWOOD UNIT 1B - OAKLEY

This Agreement ("Agreement") is made and entered into this ____ day of _____, 2025 by and between **DIABLO WATER DISTRICT**, a county water district organized and operating pursuant to Water Code section 30000 *et seq.* (herein referred to as "District"), and **STONEWOOD OAKLEY, LLC, 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 "Subdivision 8760 Stonewood Unit 1B" consisting of 130 lots, numbered 1 to 49; 51 to 64; 66 to 80; and 82 to 133, within approximately 28.7 acres and is hereinafter referred to as the "Developer's Land," which is described as Contra Costa County Assessor Parcel Numbers 034-560-001 through 034-560-073 and 034-570-001 through 034-570-060. 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 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 in accordance with its rules and regulations ("District's Regulations"), amended from time to time, provided the District's water distribution system is extended to the Developer's Land on the terms and conditions herein set forth. The Developer

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acknowledges and agrees that water service to the Developer's Land shall not be provided until the required written consent of the U.S. Bureau of Reclamation to include the Developer's Land in the Central Valley Project water service area has been received. The Developer hereby acknowledges receipt of a copy of the District's Regulations 3, 5, 7 through 12 and the District's Standard Specifications and Drawings dated October 2022, or as amended ("District Specifications").

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. 8760 Stonewood 1B, prepared by P/A Design Resources, Inc. and approved by the District on _____, ("Plans"). The Developer, or successor in interest, 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. This includes the installation of monitoring wells and recycled water facilities as required by Regulations 10 and 12.

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,

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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.

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 amended from time to time, 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, as amended, and which is incorporated here by reference and made a part hereof as though fully set forth herein. Such permit shall not be issued if the Facilities, as construed, 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** Prior to commencement of water service to the Developer's Land, the Developer shall cause to be granted to the District all necessary easements for the Facilities which will not be located in the right-of-way of public streets or highways. The grants of easement shall be without any cost to the District and shall be in form satisfactory to the District, which may be provided upon request. All such easements or grants to the District shall be cleared 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. All dedications of real property interests shall be accompanied by proof of ownership and encumbrance documents (title report).

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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 $60,000 (Sixty Thousand Dollars), which may be amended upon the District's determination of additional engineering, inspection, and administration services ("Project Costs"). The Developer has heretofore paid $20,000 (Twenty Thousand Dollars) on account thereof ("Developer's Deposit") as a portion of the Project Costs. The Developer shall pay the District the remaining $40,000 (Forty 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 is 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 and/or the Project, 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,

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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 Project Costs 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 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 130 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 or irrigation 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 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, as determined by the sole discretion of the District, that all facilities reserve charges of Contra Costa Water District have been paid. The Developer may verify the amount of any and all facilities reserve charges with Contra Costa Water District.

Failure to make any required payment(s) within the timelines set forth in this Section shall, at the District's sole discretion, result in the termination of this Agreement. If any payment is made by the Developer and accepted by the District after the due date set forth

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above, the Developer shall pay interest thereon at the rate of nine percent (9%) per annum for the period of the delinquency.

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, corporate surety performance bond and labor & material bonds satisfactory to the District as per each Phase as follows:

Phase 1	
Performance Bond	$410,000
Labor & Material Bond	$205,000
Phase 2	
Performance Bond	$500,000
Labor & Material Bond	$250,000

Sureties on the Bonds shall be admitted carriers in the State of California. All costs of the bond premiums and all costs for renewals of the Bonds 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.

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

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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 and the

Developer receives the District's written acceptance of all the facilities in a sub-phase of Phase 1 as per the attached Sub-Phasing Plan – Exhibit A, subject to the District's prior approval to changes in the Sub-Phasing Plan. 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 within the sub-phase per Exhibit A, attached hereto. 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. **Bill of Sale** Developer agrees that Developer shall, upon the dedication of the Facilities, execute and deliver a proper bill of sale, excluding design, inspection and engineering costs, on the standard form of the District, of each of the Facilities to the District, its successors and assigns; and the Facilities will become the property of the District when said bill of sale is accepted by the District's Board of Directors, or the District's duly authorized employee. 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; 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 is holding any title to said Facilities, pending acceptance by the District, as trustee, acknowledging Developer's obligation to complete said 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 such delivery of bill of sale to the District, as long as the quality of 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 District 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, if 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 "B."

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. The reproducible set shall be photo quality on plain mylar. Sepia, vellum or diazo mylar is 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

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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 for both Phase 1 and Phase 2 by the District. This guarantee is in addition to any and all other warranties, express or implied, with respect to the Facilities. Developer acknowledges and agrees to waive any statutory time periods relative to warranty periods pursuant to the Subdivision Map Act (commencing with Government Code § 66410), including, but not limited to, Government Code § 66599.9. 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, more 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 covering all phases of the Project satisfactory to the District in the amount of $227,500 (Phase 1 – $125,000 and Phase 2 – $102,500). All costs of the bond

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premium for the Maintenance Bond and all costs for the renewal of 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

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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 any obligations and/or responsibilities 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 or to any premises connected to the Developer's Land irrespective of whether the Developer sold, contracted to sell, leased, transferred or assigned the Developer's title or interest in Developer's Land or any applicable lots served thereby. 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.

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.

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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, 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

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and no one 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:	Legacy Builders, Inc. Attention: David Fish, Forward Planner 4021 Port Chicago Hwy 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

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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

By:_____
Dan Muelrath, General Manager

Attest:

_____
Christine Belleci
Forward Planning Manager

STONEWOOD OAKLEY, LLC
A California limited liability company

By: _____
Albert D. Seeno, Jr.
Managing Member

(Attach Notary Statement for Developer/Owner)

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*******ATTACH THE FOLLOWING EXHIBITS*******

"Exhibit A" to the Agreement
Sub-Phasing Plan

"Exhibit B" to the Agreement
Insurance Requirements

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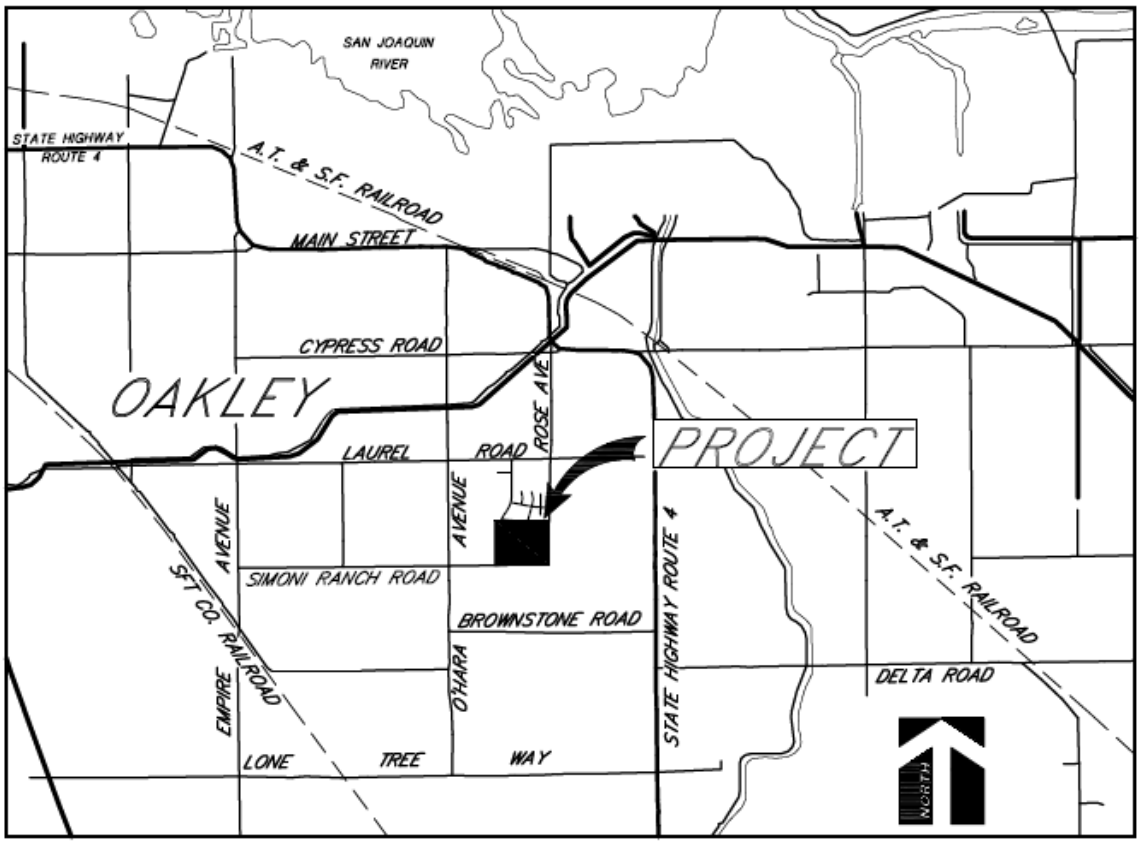
DIABLO WATER DISTRICT
February 26, 2025



VICINITY MAP

NO SCALE

Subdivision 8760 – Stonewood Unit 1B, Oakley
Stonewood Oakley, LLC
Rose Avenue and Simoni Ranch Road, Oakley

DIABLO WATER DISTRICT

February 26, 2025 Board Meeting

Item Number 3.C

TO: Each Director

FROM: Dan Muelrath, General Manager

SUBJECT: Regulation 13 Amendment – Rate Change Proceedings.

The Board has previously expressed interest in utilizing AB 2257 rate-setting provisions that provide additional protection to the District by limiting future rate challenges after adoptions of water rates. The District's Rate Setting Regulation has been amended to incorporate necessary language.

RECOMMENDATION:

Adopt Resolution Number 2025-04 to amend and update Regulation 13.

Dan Muelrath

Dan Muelrath
General Manager

Integrity

DIABLO WATER DISTRICT

REGULATION NO. 13

RATE CHANGE PROCEEDINGS

Section I. Background

A. The electorate of the State of California ("State") previously adopted Proposition 218 on November 5, 1996, which principally added Articles XIIIC and XIIID to the California Constitution.

B. By way of the ruling in the case of Big Horn Desert View Water Agency v. Verjil, Verjil (2006) 39 Cal.4th 205~~etc, et al., California Supreme Court Case No. S 127535~~, the California Supreme Court made the provisions of Section 6 of Article XIIID of the California Constitution applicable to various rates and charges of public agencies and entities including, but not limited to, water rates~~, sewer rates and meter charges~~ of public water districts operating within the State of California.

C. This Regulation Number 13, Rate Change Proceedings ("Regulation") is adopted by the Board of Directors ("Board") of Diablo Water District ("DWD") in order to provide directives, guidance, and policies to its staff for potential changes in DWD's water rates, whether as fees, charges, or otherwise as the case may be in accordance with the law as the law may change or evolve over time~~, recycled water and/or meter rates under the provisions of Proposition 218 as interpreted under the Big Horn decision related State legislation, and to provide assistance for staff in the implementation of such requirements~~.

D. The findings and directives set forth herein represent the policy and directives of

the Board, subject to compliance with legal requirements applicable at the time a rate change is contemplated.

Section II. Notices

A. Provision of Notice(s)

DWD will provide written notice of the hearing(s) and proposed rate change(s) or rate modification(s) pursuant to the provisions of State law. Written notices must be provided to DWD current customers and/or record owners of parcels in the DWD service area, as ~~provided~~ required by applicable State law at the time such notices are mailed. To the extent permitted by applicable law, such notice(s) may be provided with, or as part of, DWD's billing statement(s) for the services(s) which will be affected by such proposed change(s) or modification(s). Alternatively, if legally compliant, notice(s) may be provided by separate mailing by DWD to the address to which DWD customarily mails the billing statement(s) for fees or charges for the service(s) provided by DWD.

i. In the event DWD desires to preserve authority, to the extent permissible by law~~if any~~, to record or enforce a lien on a parcel to which service is provided,, DWD will also mail written notice of the hearing(s) and proposed rate change(s) to the record property owner's address as shown on the last equalized assessment roll, to the extent that address is different from that reflected on the DWD Customer's billing statement(s).

B. Form of Notice

i. Written notice(s) provided pursuant to this Regulation and State law will include those matters described in Section 6(a)(1) of Article XIIID of the California Constitution and such other applicable legal authority, including without limitation, AB 2257 (2024 Legislative session) as codified in Government Code section 53759.1 ("AB 2257").

~~i.~~ii. AB 2257 is a supplemental measure under Proposition 218 providing public agencies the option to utilize to further enhance public participation and limit litigation by requiring more robust notice and comment process. Specifically, if AB 2257 is invoked by the public agency, then the notice must state, amongst other things, that legal objections must be stated in writing. The public agency must then respond in writing so that the governing body can consider all such written comments prior to taking action on the proposed rate changes. Under AB 2257, failure of an interested person or entity to follow the procedure is deemed failure to exhaust administrative remedies for purposes of subsequent litigation related to the rate change(s).

~~ii.~~iii. Irrespective of AB 2257, DWD will provide written notice(s) by mail (or other legally acceptable means) of the proposed rate change(s) or modification(s) to the record owner of each identified parcel, or to the corresponding DWD customer(s), as applicable, upon which the proposed rate change(s) or modification(s) as proposed for imposition or implementation, the amount of the proposed rate change(s) or modification(s) to be imposed upon each record owner, or DWD customer (as applicable), the basis upon which the amount of the proposed rate change(s) or modification(s) are calculated, and the reason(s)

for the proposed rate change(s) or modification(s).

~~iii.~~iv. Such written notice(s) must include the date, time and location for the public hearing(s) on the proposed rate change(s) or modification(s). The notice(s) must state the due date and time for submission of written protests for the proposed rate change(s) or modification(s) and state the information required for any protest to be valid and considered by DWD pursuant to this Regulation.

C. **Conduct of Public Hearing**

i. The Board will at the time, date, and place specified in the corresponding notice(s) conduct a public hearing regarding the proposed rate change(s) or modification(s) as provided for under Section 6(a)(2) of Article XIIID of the California Constitution. The public hearing will take place not less than forty-five (45) days after mailing of the notice(s) of the proposed rate change(s) or modification(s) to the record owner of each identified parcel, or DWD customer (as applicable), upon which the proposed rate change or modification is proposed for imposition.

ii. At the public hearing, the Board of DWD will be presented with the basis upon which the rate change(s) or modification(s) are calculated and the reasons for the rate change(s) or modification(s). At the public hearing, any interested party desiring to be heard with regard to such proposed rate change(s) or modification(s) may appear and be heard by the Board through comments submitted either verbally or in writing, subject to the provisions of AB 2257 if being utilized by DWD. Written comments or protests are encouraged to allow for a more deliberative exchange between DWD and

the commenting person or entity, and written legal objections are indeed required, and potentially in advance of the hearing as provided in the notice, if AB 2257 is utilized. ~~However, in order for any submitted comment(s) to be considered as a valid protest, such party must submit such protest in writing as set forth in (D) below.~~.

D. **Receipt and Review of Protests; Valid Protests**

Section 6(a)(2) of Article XIIID of the California Constitution provides that at the public hearing, the public agency proposing to change a rate must consider all protests against the proposed rate fee or charge. If written protests against the proposed fee(s) or charge(s) are presented by a majority of the record owners of the identified parcels, or DWD customers, as applicable, the agency will not impose the fee or charge.

1. DWD will calculate, or cause to be calculated, the total number of assessor parcels involved in the rate change(s) or modification(s) being proposed. Valid protests, as defined below will be received, tabulated and the results presented to the Board during or following the conclusion of the public hearing regarding such proposed rate change(s) or modification(s). In order to be a valid protest for purposes of such proceedings, any such protest must include, or provide for, all of the following:

    i. Any such valid protest must be submitted in writing to the designated physical address specified in the written notice(s) of proposed rate change(s) or modification(s) provided by DWD. Hand-delivered written protests provided to staff or inserted in office drop box will be

allowed. Verbal comments, telephone calls, electronic transmissions or other forms of communication(s) will not be considered, or counted, as valid protests for purposes of such proceedings or this Regulation, though any and all verbal comments will be given due consideration by the Board prior to closing the public hearing.

ii. Valid protests must be submitted in accordance with the parameters (in terms of address, place of submission and date and time specified for receipt) set forth in the notice(s) relating to such rate change(s) or modification(s).

iii. In order to be valid and counted as part of the protest process, each protest, must include all of the following:

a. The street address or parcel number of the property for which the protest is being submitted;

b. A clear statement of protest against the proposed rate change(s) or modification(s);

c. The printed name of the person or party who is submitting the protest, and whether the person or party is the owner or tenant of the property for which such protest is submitted; and

d. The signature of the party or representative of the party submitting the protest.

iv. If the essential information submitted on a protest is illegible or cannot otherwise be discerned by DWD, such protest will not be included in the counted valid protests concerning the proposed rate change(s) or

modification(s).

a. Only one valid protest per street address or parcel will be counted for purposes of the protest process.

b. If a written communication or comment is received but is not considered a valid protest for purposes of this Regulation, such communication will be retained by DWD but will not be included in the total number of valid protests submitted against the proposed rate change(s) or modification(s). However, all protests will be presented to the Board.

c. Communications and valid protests received by DWD as part of the rate change or modification process will be retained by the District's Board Secretary for a period of not less than three years after such new rates have been adopted pursuant to DWD's Documents and Records Retention policies.

d. Protests not received by the date and time specified in the written notice(s) for proposed rate change(s) or modification(s) will not be counted in the number of valid protests submitted against the proposed corresponding rate change(s) or modification(s). A postmark date will not be acceptable; physical receipt of the valid written protest, at the designated physical address specified in the written notice(s) of proposed rate change(s) or modification(s), is required.

e. Protests submitted under the provisions of Article XIIID, Section

6(a)(2) of the Constitution are not, and do not constitute, an election; and are not, and will not be, entitled to the confidential protections provided in an election process. Valid protests and other documents submitted to DWD will be considered public records pursuant to the California Public Records Act and will be available for public review upon request in accordance with DWD's Public Records Act policies or rules and regulations.

Section III. Board Considerations

In adopting a rate change or modification pursuant to this Regulation, the Board will consider the limitations and conditions applicable to such rate change(s) or modification(s) as set forth in Section 6(b) of Article XIIID of the California Constitution and related State legislation and all such other factual, technical, and legal information presented to the Board for its consideration and decision-making process.

Section IV. Pass-Through Fees or Charge Increases

In accordance with applicable law, DWD may adopt a schedule of fees or charges authorizing automatic adjustments in order to pass through increases in wholesale charges for water or adjustments for inflation, on the condition that:

the schedule of fees or charges for property-related services are for a period not to exceed five years;

1. the schedule of fees or charges includes a schedule of adjustments. Any inflation adjustment to a fee or charge for a property-related service must not exceed the cost of providing that service;

2. the schedule of fees or charges provides for automatic adjustments that pass through the adopted increases or decreases in the wholesale charges for water established by the agency from which DWD purchases the water;
3. notice of any adjustment(s) made pursuant to this Section IV may, at the Board's direction or as required by applicable law, be provided to DWD's customers not less than 30 days before the effective date of the adjustment(s). Such notice may be provided by such means as DWD determines, including, but not limited to, publication in DWD's newsletter.

Section V. Implementation

The General Manager is hereby directed, and authorized, to take all reasonable and necessary action(s) to implement and carry out the directives and requirements of this Regulation. This includes, but is not limited to, (i) providing all required notice(s), and the form(s) thereof, in order to comply with the requirements of State law and this Regulation, (ii) preparation of any and all reports, documents and information needed in order to describe the proposed modification(s) or change(s) to DWD's rates or charges (including information required to support findings and determinations by the Board in such respect), (iii) receipt and calculation of any and all protests to such proposed modification(s) or change(s) to DWD's rates or charges, and (iv) such other and further actions as may be necessary to comply with the provisions or then-applicable State law and directives of the Board. The District's Board Secretary may assist the General Manager in completing any such action(s).

Section VI. Claims

It is the directive of this Board, to the extent compatible with applicable law, that any claims against DWD asserting non-compliance with the provisions of Proposition 218 or that any action(s) taken by DWD do not or did not comport with the requirements of Section 6 of Article XIIID of the California Constitution will be limited as to time of commencement and filing as set forth under California law, and subject to AB 2257 if utilized by DWD for the rate increase process being challenged.

Section VII. Changes to Regulation; Waivers, Variations

The Board reserves the right to amend, update, clarify, revise or provide waivers or variations from this Regulation based upon future court interpretations of Proposition 218 and related law, changes in California statutes, economic necessity, and other factors as determined by the Board.

Section VIII. Severability

If any part of this Regulation is held to be unenforceable or inconsistent with then-applicable law by a court of competent jurisdiction, the remainder of this Regulation will not be affected thereby and will be given effect to the fullest extent possible.

DIABLO WATER DISTRICT

REGULATION NO. 13

RATE CHANGE PROCEEDINGS

Section I. Background

A. The electorate of the State of California ("State") previously adopted Proposition 218 on November 5, 1996, which principally added Articles XIIIC and XIIID to the California Constitution.

B. By way of the ruling in the case of Big Horn Desert View Water Agency v. Verjil, Verjil (2006) 39 Cal.4th 205, the California Supreme Court made the provisions of Section 6 of Article XIIID of the California Constitution applicable to various rates and charges of public agencies and entities including, but not limited to, water rates of public water districts operating within the State of California.

C. This Regulation Number 13, Rate Change Proceedings ("Regulation") is adopted by the Board of Directors ("Board") of Diablo Water District ("DWD") in order to provide directives, guidance, and policies to its staff for potential changes in DWD's water rates, whether as fees, charges, or otherwise as the case may be in accordance with the law as the law may change or evolve over time.

D. The findings and directives set forth herein represent the policy and directives of the Board, subject to compliance with legal requirements applicable at the time a rate change is contemplated.

Section II. Notices

A. Provision of Notice(s)

DWD will provide written notice of the hearing(s) and proposed rate change(s) or rate modification(s) pursuant to the provisions of State law. Written notices must be provided to DWD current customers and/or record owners of parcels in the DWD service area, as required by applicable State law at the time such notices are mailed. To the extent permitted by applicable law, such notice(s) may be provided with, or as part of, DWD's billing statement(s) for the services(s) which will be affected by such proposed change(s) or modification(s). Alternatively, if legally compliant, notice(s) may be provided by separate mailing by DWD to the address to which DWD customarily mails the billing statement(s) for fees or charges for the service(s) provided by DWD.

i. In the event DWD desires to preserve authority, to the extent permissible by law, to record or enforce a lien on a parcel to which service is provided, DWD will also mail written notice of the hearing(s) and proposed rate change(s) to the record property owner's address as shown on the last equalized assessment roll, to the extent that address is different from that reflected on the DWD Customer's billing statement(s).

B. Form of Notice

i. Written notice(s) provided pursuant to this Regulation and State law will include those matters described in Section 6(a)(1) of Article XIIID of the California Constitution and such other applicable legal authority,

including without limitation, AB 2257 (2024 Legislative session) as codified in Government Code section 53759.1 ("AB 2257").

ii. AB 2257 is a supplemental measure under Proposition 218 providing public agencies the option to utilize to further enhance public participation and limit litigation by requiring more robust notice and comment process. Specifically, if AB 2257 is invoked by the public agency, then the notice must state, amongst other things, that legal objections must be stated in writing. The public agency must then respond in writing so that the governing body can consider all such written comments prior to taking action on the proposed rate changes. Under AB 2257, failure of an interested person or entity to follow the procedure is deemed failure to exhaust administrative remedies for purposes of subsequent litigation related to the rate change(s).

iii. Irrespective of AB 2257, DWD will provide written notice(s) by mail (or other legally acceptable means) of the proposed rate change(s) or modification(s) to the record owner of each identified parcel, or to the corresponding DWD customer(s), as applicable, upon which the proposed rate change(s) or modification(s) as proposed for imposition or implementation, the amount of the proposed rate change(s) or modification(s) to be imposed upon each record owner, or DWD customer (as applicable), the basis upon which the amount of the proposed rate change(s) or modification(s) are calculated, and the reason(s) for the proposed rate change(s) or modification(s).

iv. Such written notice(s) must include the date, time and location for the public hearing(s) on the proposed rate change(s) or modification(s). The notice(s) must state the due date and time for submission of written protests for the proposed rate change(s) or modification(s) and state the information required for any protest to be valid and considered by DWD pursuant to this Regulation.

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i. The Board will at the time, date, and place specified in the corresponding notice(s) conduct a public hearing regarding the proposed rate change(s) or modification(s) as provided for under Section 6(a)(2) of Article XIIID of the California Constitution. The public hearing will take place not less than forty-five (45) days after mailing of the notice(s) of the proposed rate change(s) or modification(s) to the record owner of each identified parcel, or DWD customer (as applicable), upon which the proposed rate change or modification is proposed for imposition.

ii. At the public hearing, the Board of DWD will be presented with the basis upon which the rate change(s) or modification(s) are calculated and the reasons for the rate change(s) or modification(s). At the public hearing, any interested party desiring to be heard with regard to such proposed rate change(s) or modification(s) may appear and be heard by the Board through comments submitted either verbally or in writing, subject to the provisions of AB 2257 if being utilized by DWD. Written

comments or protests are encouraged to allow for a more deliberative exchange between DWD and the commenting person or entity, and written legal objections are indeed required, and potentially in advance of the hearing as provided in the notice, if AB 2257 is utilized.

D. **Receipt and Review of Protests; Valid Protests**

Section 6(a)(2) of Article XIIID of the California Constitution provides that at the public hearing, the public agency proposing to change a rate must consider all protests against the proposed rate fee or charge. If written protests against the proposed fee(s) or charge(s) are presented by a majority of the record owners of the identified parcels, or DWD customers, as applicable, the agency will not impose the fee or charge.

1. DWD will calculate, or cause to be calculated, the total number of assessor parcels involved in the rate change(s) or modification(s) being proposed. Valid protests, as defined below will be received, tabulated and the results presented to the Board during or following the conclusion of the public hearing regarding such proposed rate change(s) or modification(s). In order to be a valid protest for purposes of such proceedings, any such protest must include, or provide for, all of the following:

    i. Any such valid protest must be submitted in writing to the designated physical address specified in the written notice(s) of proposed rate change(s) or modification(s) provided by DWD. Hand-delivered written protests provided to staff or inserted in the office drop box will be allowed. Verbal comments, telephone calls, electronic transmissions

or other forms of communication(s) will not be considered, or counted, as valid protests for purposes of such proceedings or this Regulation, though any and all verbal comments will be given due consideration by the Board prior to closing the public hearing.

ii. Valid protests must be submitted in accordance with the parameters (in terms of address, place of submission and date and time specified for receipt) set forth in the notice(s) relating to such rate change(s) or modification(s).

iii. In order to be valid and counted as part of the protest process, each protest, must include all of the following:

a. The street address or parcel number of the property for which the protest is being submitted;

b. A clear statement of protest against the proposed rate change(s) or modification(s);

c. The printed name of the person or party who is submitting the protest, and whether the person or party is the owner or tenant of the property for which such protest is submitted; and

d. The signature of the party or representative of the party submitting the protest.

iv. If the essential information submitted on a protest is illegible or cannot otherwise be discerned by DWD, such protest will not be included in the counted valid protests concerning the proposed rate change(s) or modification(s).

a. Only one valid protest per street address or parcel will be counted for purposes of the protest process.

b. If a written communication or comment is received but is not considered a valid protest for purposes of this Regulation, such communication will be retained by DWD but will not be included in the total number of valid protests submitted against the proposed rate change(s) or modification(s). However, all protests will be presented to the Board.

c. Communications and valid protests received by DWD as part of the rate change or modification process will be retained by the District's Board Secretary for a period of not less than three years after such new rates have been adopted pursuant to DWD's Documents and Records Retention policies.

d. Protests not received by the date and time specified in the written notice(s) for proposed rate change(s) or modification(s) will not be counted in the number of valid protests submitted against the proposed corresponding rate change(s) or modification(s). A postmark date will not be acceptable; physical receipt of the valid written protest, at the designated physical address specified in the written notice(s) of proposed rate change(s) or modification(s), is required.

e. Protests submitted under the provisions of Article XIIID, Section 6(a)(2) of the Constitution are not, and do not constitute, an election;

and are not, and will not be, entitled to the confidential protections provided in an election process. Valid protests and other documents submitted to DWD will be considered public records pursuant to the California Public Records Act and will be available for public review upon request in accordance with DWD's Public Records Act policies or rules and regulations.

Section III. Board Considerations

In adopting a rate change or modification pursuant to this Regulation, the Board will consider the limitations and conditions applicable to such rate change(s) or modification(s) as set forth in Section 6(b) of Article XIIID of the California Constitution and related State legislation and all such other factual, technical, and legal information presented to the Board for its consideration and decision-making process.

Section IV. Pass-Through Fees or Charge Increases

In accordance with applicable law, DWD may adopt a schedule of fees or charges authorizing automatic adjustments in order to pass through increases in wholesale charges for water or adjustments for inflation, on the condition that:

the schedule of fees or charges for property-related services are for a period not to exceed five years;

1. the schedule of fees or charges includes a schedule of adjustments. Any inflation adjustment to a fee or charge for a property-related service must not exceed the cost of providing that service;
2. the schedule of fees or charges provides for automatic adjustments that pass

through the adopted increases or decreases in the wholesale charges for water established by the agency from which DWD purchases the water;

3. notice of any adjustment(s) made pursuant to this Section IV may, at the Board's direction or as required by applicable law, be provided to DWD's customers not less than 30 days before the effective date of the adjustment(s). Such notice may be provided by such means as DWD determines, including, but not limited to, publication in DWD's newsletter.

Section V. Implementation

The General Manager is hereby directed, and authorized, to take all reasonable and necessary action(s) to implement and carry out the directives and requirements of this Regulation. This includes, but is not limited to, (i) providing all required notice(s), and the form(s) thereof, in order to comply with the requirements of State law and this Regulation, (ii) preparation of any and all reports, documents and information needed in order to describe the proposed modification(s) or change(s) to DWD's rates or charges (including information required to support findings and determinations by the Board in such respect), (iii) receipt and calculation of any and all protests to such proposed modification(s) or change(s) to DWD's rates or charges, and (iv) such other and further actions as may be necessary to comply with the provisions or then-applicable State law and directives of the Board. The District's Board Secretary may assist the General Manager in completing any such action(s).

Section VI. Claims

It is the directive of this Board, to the extent compatible with applicable law, that

any claims against DWD asserting non-compliance with the provisions of Proposition 218 or that any action(s) taken by DWD do not or did not comport with the requirements of Section 6 of Article XIIID of the California Constitution will be limited as to time of commencement and filing as set forth under California law, and subject to AB 2257 if utilized by DWD for the rate increase process being challenged.

Section VII. Changes to Regulation; Waivers, Variations

The Board reserves the right to amend, update, clarify, revise or provide waivers or variations from this Regulation based upon future court interpretations of Proposition 218 and related law, changes in California statutes, economic necessity, and other factors as determined by the Board.

Section VIII. Severability

If any part of this Regulation is held to be unenforceable or inconsistent with then-applicable law by a court of competent jurisdiction, the remainder of this Regulation will not be affected thereby and will be given effect to the fullest extent possible.

RESOLUTION NUMBER 2025-04

A RESOLUTION OF THE BOARD OF DIRECTORS OF DIABLO WATER DISTRICT AMENDING DISTRICT REGULATION NUMBER 13

WHEREAS, the District has Administrative Regulations for the effective and efficient operation of the District;

WHEREAS, periodically these regulations need to be updated to reflect current statues and industry trends; and

WHEREAS, Staff and General Counsel reviewed and provided suggested updates as shown in the Attachment, here-in referenced and incorporated;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Diablo Water District:

1. Update District Regulation 13 as shown in Attachment.

* * * * * *

I hereby certify that the foregoing is a true and complete copy of a resolution duly and regularly adopted by the Board of Directors of Diablo Water District at a meeting thereof held on February 26, 2025, by the following vote:

AYES:

NOES:

ABSENT:

DATED:

_____

Kait Knight, Secretary

DIABLO WATER DISTRICT

February 26, 2025 Board Meeting

Item Number 4

TO: Each Director

FROM: Jennifer McCoy, Finance & Accounting Manager

SUBJECT: Financial Reports.

Items included for discussion:

- Warrant Register Number:
  - 2025-1
  - ACH and Wire Transactions – January 2025

- Monthly Financial Statements
  - December 2024

RECOMMENDATION:

Approve warrant register 2025-1, ACH wire transactions for January 2025, and receive the monthly financial statement for December 2024.

Jennifer McCoy

Jennifer McCoy
Finance & Accounting Manager

Attached: 1.) Warrant Registers 2025-1
3.) ACH and Wire Transactions for January 2025
4.) December 2024 Financial Statement

Quality Integrity

DIABLO WATER DISTRICT
WARRANT REGISTER 2025 - 1
February 26, 2025

Check Numbers	Detail	Amount
January Utility Billing Refund Checks 58064 - 58088	See Detail Check Register	2,310.11
January AP Checks 58089 - 58145	See Detail Check Register	991,216.21
Payroll Direct Deposit Employees	January Payroll Direct Deposit	187,626.47
Payroll Checks 58146 - 58148	See Detail Check Register	18,230.72
January AP Checks 58149 - 58192	See Detail Check Register	543,698.26
TOTAL WARRANTS		1,743,081.77

The foregoing Accounts Payable Warrants 58064 through 58192, payroll for January 2025, Federal, State Income Taxes withheld and retirement are hereby approved for payment.

_____ General Manager

_____ Director

_____ Director

_____ Director

_____ Director

_____ Director

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

Diablo Water District, CA

Refund Check Register

Refund Check Detail

UBPKT06460 - January 2025 Refunds

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
004-02161-02	LEON, FREDY	1/16/2025	58064	100.00			100.00	Generated From Billing
026-09014-01	HURTADO, ERIC	1/16/2025	58065	5.82			5.82	Generated From Billing
027-08376-01	SINGH, MANDEEP	1/16/2025	58066	29.20			29.20	Generated From Billing
104-06118-04	RIRIE, TERRI	1/16/2025	58067	113.14			113.14	Generated From Billing
105-05221-02	KELLY, MICHAEL	1/16/2025	58068	88.16			88.16	Generated From Billing
107-06636-04	GUERRA, KRISTIAN	1/16/2025	58069	8.70			8.70	Generated From Billing
108-04422-02	MARPLES & ASSOCIATES	1/16/2025	58070	96.86			96.86	Deposit
110-01635-03	ZHOU, GUOZHONG	1/16/2025	58071	95.29			95.29	Generated From Billing
110-02541-05	NEFF, LINDA	1/16/2025	58072	89.01			89.01	Deposit
110-04125-01	PAFFRATH, KEVIN	1/16/2025	58073	100.00			100.00	Generated From Billing
112-01357-08	DOMINGUEZ, ABIGAIL	1/16/2025	58074	183.40			183.40	Generated From Billing
115-06417-03	LOWERY, NEIL	1/16/2025	58075	86.13			86.13	Deposit
124-09273-06	QUACH, CHRISTINE	1/16/2025	58076	92.88			92.88	Generated From Billing
124-09861-07	KING, MARC	1/16/2025	58077	63.72			63.72	Generated From Billing
126-08574-04	SCHAEFER, MELISSA	1/16/2025	58078	187.38			187.38	Generated From Billing
126-12380-03	CHUNG, ERIC	1/16/2025	58079	87.17			87.17	Generated From Billing
129-11540-05	MENDOZA, JOSE	1/16/2025	58080	73.78			73.78	Generated From Billing
133-10285-05	MARPLES & ASSOCIATES	1/16/2025	58081	85.70			85.70	Deposit
134-10335-02	GRANILLO, ALEJANDRA	1/16/2025	58082	90.05			90.05	Generated From Billing
137-12110-01	LAN, DARIN AH	1/16/2025	58083	121.88			121.88	Generated From Billing
137-12207-02	LEVYASH, IGOR	1/16/2025	58084	99.01			99.01	Generated From Billing
137-13671-03	MANAGEMENT, J JOHNSON PROPERTY	1/16/2025	58085	100.00			100.00	Deposit
138-13457-02	SAAVEDRA, LUIS	1/16/2025	58086	89.15			89.15	Generated From Billing
139-12913-05	DE OLIVEIRA, MAYARA	1/16/2025	58087	194.08			194.08	Generated From Billing
139-13521-00	PULTE GROUP - 1055	1/16/2025	58088	29.60			29.60	Deposit
Total Refunds: 25			**Total Refunded Amount:**	2,310.11				

Revenue Code Summary

Revenue Code	Amount
996 - Unapplied Credits	2310.11
Revenue Total:	2310.11

General Ledger Distribution

Posting Date: 01/16/2025

Account Number	Account Name	Posting Amount	IFT
Fund: 01 - General Operating			
01-00-109-000	Claim on Pooled Cash	-2,310.11	Yes
01-00-110-000	Accounts Receivable - Water Bills	2,310.11	
	01 Total:	0.00	
Fund: 99 - Pooled Cash			
99-00-100-000	Pooled Cash	-2,310.11	
99-00-209-000	Due To Other Funds	2,310.11	Yes
	99 Total:	0.00	
	Distribution Total:	0.00	

Check Register

Diablo Water District, CA

Packet: APPKT00774 - JANUARY WARRANTS 1-16-24 LP

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	01/16/2025	Regular	0.00	603.64	58089
ACWAINSR	ACWA JOINT POWERS	01/16/2025	Regular	0.00	19,823.09	58090
ALTAMONT	ALTAMONT LANDSCAPE INC	01/16/2025	Regular	0.00	663.00	58091
AQUA	AQUA METRIC	01/16/2025	Regular	0.00	17,098.05	58092
ARROWHEAD	ARROWHEAD 24HR TOWING & RECC	01/16/2025	Regular	0.00	258.54	58093
AT&T	AT&T	01/16/2025	Regular	0.00	570.84	58094
AT&TUVRS	AT&T	01/16/2025	Regular	0.00	279.13	58095
BAVCO	BAVCO	01/16/2025	Regular	0.00	7,610.31	58096
BRENNTAG	BRENNTAG PACIFIC, INC	01/16/2025	Regular	0.00	1,497.87	58097
BWPRESS	BRENTWOOD PRESS & PUBLISH	01/16/2025	Regular	0.00	187.50	58098
CDM01	CDM SMITH	01/16/2025	Regular	0.00	66,493.91	58099
LINNCHCK	CHUCK LINN	01/16/2025	Regular	0.00	236.17	58100
CCWD01	CONTRA COSTA WATER DIST	01/16/2025	Regular	0.00	367,198.06	58101
CCWD-RB	CONTRA COSTA WATER DIST	01/16/2025	Regular	0.00	215,750.75	58102
CORE&MAIN	CORE & MAIN	01/16/2025	Regular	0.00	1,408.32	58103
COUNTY ASPHALT	COUNTY ASPHALT LLC	01/16/2025	Regular	0.00	973.18	58104
BOWERS01	DANNY BOWERS	01/16/2025	Regular	0.00	236.17	58105
DATA INSTINCTS	DATA INSTINCTS	01/16/2025	Regular	0.00	1,492.50	58106
DELL	DELL MARKETING L.P.	01/16/2025	Regular	0.00	42,427.31	58107
DXP	DXP ENTERPRISES INC	01/16/2025	Regular	0.00	2,974.72	58108
EBERT	EBERT ENTERPRISES, INC	01/16/2025	Regular	0.00	1,575.00	58109
EDUCATION	EDUCATION & TRAINING SERVICES	01/16/2025	Regular	0.00	2,196.00	58110
FAIRVIEW	FAIRVIEW HEATING & AIR CONDITIO	01/16/2025	Regular	0.00	158.00	58111
HARRING	HARRINGTON IND PLASTICS	01/16/2025	Regular	0.00	3,073.35	58112
HOMEDEPOT	HOME DEPOT CREDIT SERVICES	01/16/2025	Regular	0.00	200.43	58113
LANGUAGE	LANGUAGE TESTING INTERNATIONA	01/16/2025	Regular	0.00	146.00	58114
LINE-X KUSTOMS	LINE-X KUSTOMS	01/16/2025	Regular	0.00	7,275.11	58115
LOEWKE	LOEWKE PLANNING ASSOCIATES, IN	01/16/2025	Regular	0.00	2,237.50	58116
LOWES	LOWE'S	01/16/2025	Regular	0.00	883.53	58117
LUHDORFF	LUHDORFF & SCALMANINI,	01/16/2025	Regular	0.00	2,127.50	58118
MCCAMP01	MCCAMPBELL ANALYTICAL INC	01/16/2025	Regular	0.00	455.00	58119
MCCAULEY	MCCAULEY AGRICULTURAL & PEST S	01/16/2025	Regular	0.00	1,200.00	58120
MILIBAND	MILIBAND WATER LAW	01/16/2025	Regular	0.00	6,618.50	58121
MISCO	MISCOwater	01/16/2025	Regular	0.00	718.76	58122
OAKDISP0	MT DIABLO	01/16/2025	Regular	0.00	123.98	58123
OAKDISP0	MT DIABLO	01/16/2025	Regular	0.00	443.75	58124
OKLYACE	OAKLEY ACE HARDWARE	01/16/2025	Regular	0.00	86.95	58125
PAPE	PAPE MACHINERY, INC.	01/16/2025	Regular	0.00	128.49	58126
PAULSAUT	PAUL'S AUTOMOTIVE CENTER	01/16/2025	Regular	0.00	106.00	58127
PLATT	PLATT	01/16/2025	Regular	0.00	914.30	58128
PURPOSE BUILT	PURPOSE BUILT TRADE CO	01/16/2025	Regular	0.00	6,114.71	58129
RAFTELIS	RAFTELIS	01/16/2025	Regular	0.00	9,993.75	58130
BAYAREA1	ROADSAFE TRAFFIC SYSTEMS	01/16/2025	Regular	0.00	89.35	58131
ROEBBELEN	ROEBBELEN CONTRACTING, INC	01/16/2025	Regular	0.00	23,604.41	58132
SONORAF	SONORA FORD	01/16/2025	Regular	0.00	137,152.00	58133
TELSTAR1	TELSTAR INSTRUMENTS, INC	01/16/2025	Regular	0.00	1,116.00	58134
TYLERTEC	TYLER TECHNOLOGIES INC	01/16/2025	Regular	0.00	320.00	58135
UNDERGROUND	UNDERGROUND REPUBLIC WATER V	01/16/2025	Regular	0.00	12,516.99	58136
US BANK	US BANK	01/16/2025	Regular	0.00	14,405.94	58137
	Void	01/16/2025	Regular	0.00	0.00	58138
	Void	01/16/2025	Regular	0.00	0.00	58139
	Void	01/16/2025	Regular	0.00	0.00	58140
US BANK NATIONAL	US BANK NATIONAL ASSOCIATION	01/16/2025	Regular	0.00	3,035.00	58141
VIKINGSHRED	VIKING SHRED	01/16/2025	Regular	0.00	63.99	58142

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
VIP CLEANING	VIP CLEANING SERVICE	01/16/2025	Regular	0.00	900.00	58143
HDSUPPLY - WHITE CAI	WHITE CAP, L.P.	01/16/2025	Regular	0.00	1,965.36	58144
WOODARD	WOODARD & CURRAN	01/16/2025	Regular	0.00	1,487.50	58145

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	81	54	0.00	991,216.21
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	81	**57**	**0.00**	**991,216.21**

Fund Summary

Fund	Name	Period	Amount
99	Pooled Cash	1/2025	991,216.21
			991,216.21

Diablo Water District, CA

Payroll Check Register
Checks

Pay Period: 12/27/2024-1/26/2025

Packet: PYPKT00476 - JANUARY 2025 PAYROLL 1-29-25 LP
Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Check Type	Date	Amount	Number
PADILLA, GINO L	P02	Regular	01/31/2025	4,799.54	58146
TIERNAN, MARILYN M	T57	Regular	01/31/2025	169.70	58147
WEAVER, WAYNE A	W27	Regular	01/31/2025	13,261.48	58148

Diablo Water District, CA

Payroll Check Register
Direct Deposits
Pay Period: 12/27/2024-1/26/2025

Packet: PYPKT00476 - JANUARY 2025 PAYROLL 1-29-25 LP
Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Date	Amount	Number
ALVARADO, HECTOR A	A85	01/31/2025	5,269.87	1086
ALVARADO, HECTOR A	A85	01/31/2025	585.54	1086
BELLECI, CHRISTINE	B32	01/31/2025	9,890.34	1087
CRAWFORD, CHAD D	C09	01/31/2025	6,387.04	1088
CRUZ, LUIS EDUARDO	C92	01/31/2025	5,446.12	1089
CRUZ, LUIS EDUARDO	C92	01/31/2025	200.00	1089
CARRANZA GUTIERREZ, EDUARDO	C93	01/31/2025	5,231.12	1090
DEJESUS, HUNTER J	D10	01/31/2025	7,271.95	1091
FORD, WILLOW	F01	01/31/2025	200.00	1092
FORD, WILLOW	F01	01/31/2025	4,910.13	1092
GONZALEZ, JORGE R	G17	01/31/2025	11,119.93	1093
GROOVER, MATTHEW J	G21	01/31/2025	4,925.63	1094
GONZALES, SOPHIA M	G91	01/31/2025	8,796.29	1095
HERRERA, JOHN P	H02	01/31/2025	7,330.79	1096
KOVALICK, JOSEPH A	K01	01/31/2025	92.35	1097
KNIGHT, KATHLEEN MARIE	K24	01/31/2025	9,134.99	1098
McCOY, JENNIFER	L21	01/31/2025	12,169.17	1099
LIRA, MICHAEL	L28	01/31/2025	7,243.16	1100
LEYBA, SANDRA	L85	01/31/2025	6,726.91	1101
MENDOZA, ATANACIO	M20	01/31/2025	9,245.69	1102
MILINA, CHERI	M21	01/31/2025	8,041.83	1103
MUELRATH, DANIEL B	M22	01/31/2025	15,566.77	1104
PASTOR, SCOTT R	P03	01/31/2025	92.35	1105
PLOWMAN, SHELBY	P24	01/31/2025	2,535.55	1106
PLOWMAN, SHELBY	P24	01/31/2025	2,000.00	1106
POSADA, LAUREN A	P89	01/31/2025	8,021.68	1107
BALESTERI, REBECCA	R20	01/31/2025	6,054.33	1108
ROMERO, LUIS J	R22	01/31/2025	8,657.89	1109
SMITH, JAMES F	S55	01/31/2025	6,955.01	1110
SEGER, PAUL S	S65	01/31/2025	138.52	1111
SHAW, JASON R	S74	01/31/2025	92.35	1112
VELAZQUEZ, CAMILO R	V01	01/31/2025	7,293.17	1113

Diablo Water District, CA

Payroll Check Register
Report Summary

Pay Period: 12/27/2024-1/26/2025

Packet: PYPKT00476 - JANUARY 2025 PAYROLL 1-29-25 LP
Payroll Set: Payroll Set 01 - 01

Type	Count	Amount
Regular Checks	3	18,230.72
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	32	187,626.47
Total	**35**	**205,857.19**

Check Register

Diablo Water District, CA

Packet: APPKT00782 - JANUARY 2025 WARRANTS 1-30-25

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	01/30/2025	Regular	0.00	3,500.00	58149
AANTEX01	AANTEX PEST CONTROL	01/30/2025	Regular	0.00	445.00	58150
ACWAHPIT	ACWA/JPIA	01/30/2025	Regular	0.00	72,501.17	58151
AIRSYSTM	AIR SYSTEMS SERVICE & CONSTRUCT	01/30/2025	Regular	0.00	600.00	58152
ALLSTAR1	ALL STAR RENTS	01/30/2025	Regular	0.00	792.22	58153
AWWA	AMERICAN WATER WORKS ASSOCIA	01/30/2025	Regular	0.00	111.00	58154
AQUA	AQUA METRIC	01/30/2025	Regular	0.00	4,599.77	58155
BIGBLUMB	BIG "B" LUMBERTERIA INC	01/30/2025	Regular	0.00	257.34	58156
BRENTACE	BRENTWOOD ACE HARDWARE	01/30/2025	Regular	0.00	193.26	58157
BWAUTO01	BRENTWOOD AUTO PARTS INC	01/30/2025	Regular	0.00	316.88	58158
CDM01	CDM SMITH	01/30/2025	Regular	0.00	67,727.37	58159
	Void	01/30/2025	Regular	0.00	0.00	58160
CITYOFBW	CITY OF BRENTWOOD	01/30/2025	Regular	0.00	164.40	58161
COMCAST2	COMCAST	01/30/2025	Regular	0.00	237.39	58162
CCWD-RB	CONTRA COSTA WATER DIST	01/30/2025	Regular	0.00	8,512.93	58163
DWPYRLTX	DIABLO WATER DISTRICT	01/30/2025	Regular	0.00	89,934.08	58164
CARRANZA, E	EDUARDO CARRANZA	01/30/2025	Regular	0.00	299.99	58165
EKIENVIR	EKI ENVIRONMENT & WATER	01/30/2025	Regular	0.00	3,604.12	58166
GRAINGER	GRAINGER	01/30/2025	Regular	0.00	55.95	58167
USABLUE	HD SUPPLY FACILITIES MAIN	01/30/2025	Regular	0.00	849.61	58168
HOMEDEPOT	HOME DEPOT CREDIT SERVICES	01/30/2025	Regular	0.00	636.26	58169
INFOSEND	INFOSEND	01/30/2025	Regular	0.00	8,224.98	58170
CRUZ, L	LUIS CRUZ	01/30/2025	Regular	0.00	465.38	58171
NOBEL	NOBEL SYSTEMS	01/30/2025	Regular	0.00	2,500.00	58172
OKLYACE	OAKLEY ACE HARDWARE	01/30/2025	Regular	0.00	1,740.30	58173
	Void	01/30/2025	Regular	0.00	0.00	58174
ODP	ODP BUSINESS SOLUTIONS, LLC	01/30/2025	Regular	0.00	128,387.33	58175
PAPE	PAPE MACHINERY, INC.	01/30/2025	Regular	0.00	3,815.34	58176
PAULSAUT	PAUL'S AUTOMOTIVE CENTER	01/30/2025	Regular	0.00	1,744.99	58177
PURPOSE BUILT	PURPOSE BUILT TRADE CO	01/30/2025	Regular	0.00	126.13	58178
QUADIENT FINANCE	QUADIENT FINANCE USA, INC	01/30/2025	Regular	0.00	600.00	58179
BELLECCI & ASSOC	SANBELL	01/30/2025	Regular	0.00	8,674.00	58180
LEYBA, S	SANDRA LEYBA	01/30/2025	Regular	0.00	91.98	58181
STALLS	STALLS & STRIPES	01/30/2025	Regular	0.00	13,950.00	58182
STANDINS	STANDARD INSURANCE CO	01/30/2025	Regular	0.00	3,781.20	58183
SWRCB	SWRCB	01/30/2025	Regular	0.00	70,199.92	58184
TELSTAR1	TELSTAR INSTRUMENTS, INC	01/30/2025	Regular	0.00	1,116.00	58185
TYLERTEC	TYLER TECHNOLOGIES INC	01/30/2025	Regular	0.00	27,565.75	58186
UNDERGROUND	UNDERGROUND REPUBLIC WATER V	01/30/2025	Regular	0.00	7,812.53	58187
VERIZON	VERIZON WIRELESS	01/30/2025	Regular	0.00	2,314.75	58188
VIKINGSHRED	VIKING SHRED	01/30/2025	Regular	0.00	63.99	58189
VISIONSR	VISION SERVICE PLAN	01/30/2025	Regular	0.00	645.79	58190
WATERSAV	WATERSAVERS IRRIGATION	01/30/2025	Regular	0.00	1,358.39	58191

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
WEX BANK - CHEVRON	WEX BANK	01/30/2025	Regular	0.00	3,180.77	58192

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	105	42	0.00	543,698.26
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	105	**44**	**0.00**	**543,698.26**

Fund Summary

Fund	Name	Period	Amount
99	Pooled Cash	1/2025	543,698.26
			543,698.26

DIABLO WATER DISTRICT
BANKING ACTIVITY for January 2025
February 26, 2025

TRANSACTION TYPE	DATE	PAYABLE TO	FOR	AMOUNT
Electronic Debit	1/2/25	CalPERS	SIP 457 Deferred Comp - December 2024 Payroll Deduction:	9,396.33
Electronic Debit	1/2/25	Global Payments	Credit Card Processing Fees - Open Edge (December)	15,650.63
Electronic Debit	1/3/25	CalPERS	CalPERS - Replacement Benefit Fund M. Yeraka	425.28
Electronic Debit	1/7/25	Merchant Bankcard	Credit Card Processing Fees - Vantiv (December)	232.74
Electronic Debit	1/14/25	State of Idaho	State of Idaho Withholding - 4th Quarter 2024 Payroll	1,820.00
Electronic Debit	1/16/25	Lincoln Financial	SIP 457 Deferred Comp - December 2024 Payroll Deduction:	3,787.99
Electronic Debit	1/22/25	BMO	Account Analysis Quarterly Service Charge	911.46
Electronic Debit	1/31/25	DWD Direct Deposit	Payroll January 2025 - Direct Deposit (See Warrant Reg)	187,626.47
Electronic Debit	1/31/25	Lincoln Financial	SIP 457 Deferred Comp - January 2025 Payroll Deductions	4,103.58
Electronic Debit	1/31/25	CalPERS	CalPERS Retirement Contributions - January 2025 Payroll	61,643.15
Electronic Debit	1/31/25	State EDD	State Withholding - January 2025 Payroll	16,693.37
Electronic Debit	1/31/25	CalPERS	SIP 457 Deferred Comp - January 2025 Payroll Deductions	9,974.33
			TOTAL ACTIVITY	312,265.33

The above Banking Transactions for January 2025 were given to the Board of Directors for their review as part of the February 26, 2025 Board Meeting.

Jennifer McCoy

Jennifer McCoy
Finance & Accounting Manager

February 7, 2025

Date

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

Balance as of November 30, 2024		***$17,675,445.73***
Receipts, December 2024		
Operating	1,786,876.78	
Non-Operating (MERA, Admin, Inspection & Eng Fees & Contract Services)	30,300.08	
Facilities Reserve	173,620.84	
Interest		
General	34,285.30	
MERA	1,782.53	
Facilities Reserve	24,821.43	
Investment activity (+ or -)	1,654.77	
Disbursements, December 2024		
Operating	(1,621,780.52)	
Facilities Reserve	(456,949.43)	
Quarterly Bank Analysis Charges	0.00	
Balance as of December 31, 2024		***$17,650,057.51***

FUNDS (as of close of business on December 31, 2024)			AMOUNT
District General Fund			6,647,950.93
Restricted funds			
2019 Series Held in Trust by US Bank			0.00
2022 Loan Project Funds - LAIF Account			3,056,000.00
Facilities Reserve (*AB-1600 Requirements*)			4,714,036.97
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)			475,584.89
Knightsen Well System (M25)			36,785.36
Willow Park Marnia Well System (M27)			22,837.06
Customer Deposits			364,420.00
Developer Admin, Inspection & Eng Deposit Totals			(265,015.45)
Current Active Projects	$	(239,284.18)	
Archived Projects	$	3,075.20	
Projects on Hold	$	(8,317.88)	
Project for Tracking Purposes Only	$	(19,202.05)	
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 Deposit			
Future Relocation of Bethel Island Road Offsite Waterline			192,000.00
District's Portion of Investment			457.75
TOTAL			***$17,650,057.51***

DIABLO WATER DISTRICT
MONTHLY FINANCIAL REPORT
FOR PERIOD DECEMBER 1, 2024 TO DECEMBER 31, 2024
PAGE 2

INVESTMENTS/BANK ACCOUNTS

(as of close of business on December 31, 2024)

INSTITUTION		PAR VALUE	RATE OF INTEREST	MARKET VALUE
California Local Agency Investment Fund	*		4.4340	7,950,598.21
BMO, General Checking Account	*			2,860,461.80
MBS RMB-028036 *Held Bank of New York* - Value with Interest Earnings				6,838,997.50
MD 02/11/25 TSRYS5672776 United States Treasury Bills		2,632,607	4.226	
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 AA- Callable 5/14/22*'		200,000.00	1.40	
MD 09/14/26 146102BC1 Carter Bank & Trust Martinsville VA/CD		240,000.00	3.95	
MD 11/27/26 052392CC9 Austin Telco Fed Cr Un Tex Sc/CD		200,000.00	5.05	
MD 01/29/27 42869G-AA-4 Hickam Fed Cr Un Honolulu Hawaii SH/CD		220,000.00	4.40	
MD 02/26/27 560390-DB-9 Maine Community Bk Biddeford ME/CD		249,000.00	3.85	
MD 05/18/27 14042RRF0 Capital One Natl Assn Mclean VA/CD		230,000.00	3.20	
MD 09/27/27 02007G3R2 Ally BK Sandy Utah/CD		245,000.00	3.75	
MD 10/01/27 Goldman Sachs BK USA New York/CD		245,000.00	3.40	
MD 11/22/27 Workers Federal Credit Union Littleton/MA SH/CD		249,000.00	4.10	
Multibank Interest, Money Management Fund		-		
TOTAL				***$17,650,057.51***

* Demand Account

** Long-term ratings from Fitch

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

ACRONYMS

ADMIN - Administration

BK - Bank

CD - Certificate of Deposit

ENG - Engineering

MBS - Multi-Bank Securities, Inc

MD - Maturity Date

MERA - Main Extension Reimbursement Account

Mtg - Meeting

RES - Reserve

DIABLO WATER DISTRICT
MONTHLY FINANCIAL REPORT
FOR PERIOD DECEMBER 1, 2024 TO DECEMBER 31, 2024
PAGE 3

HELD IN TRUST BY DIABLO WATER DISTRICT
For Board of Directors Information Only
(as of close of business on December 31, 2024)

INSTITUTION	RATE OF INTEREST	MARKET VALUE
Lincoln National, Deferred Compensation (Quarterly)	Varies	1,290,207.83
CERBT Funds (Quarterly)	5.148% year/year	1,177,257.27
TOTAL		***$2,467,465.10***

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

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

COUNTY WELL FUND BALANCES

Knightsen (M25)	Expenses	Income	Total Fund Balance
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 Dec)	(17,858.31)	9,937.22	36,785.36

Willow Park (M27)	Expenses	Income	Total Fund Balance
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 Dec)	(38,675.87)	48,821.04	22,837.06

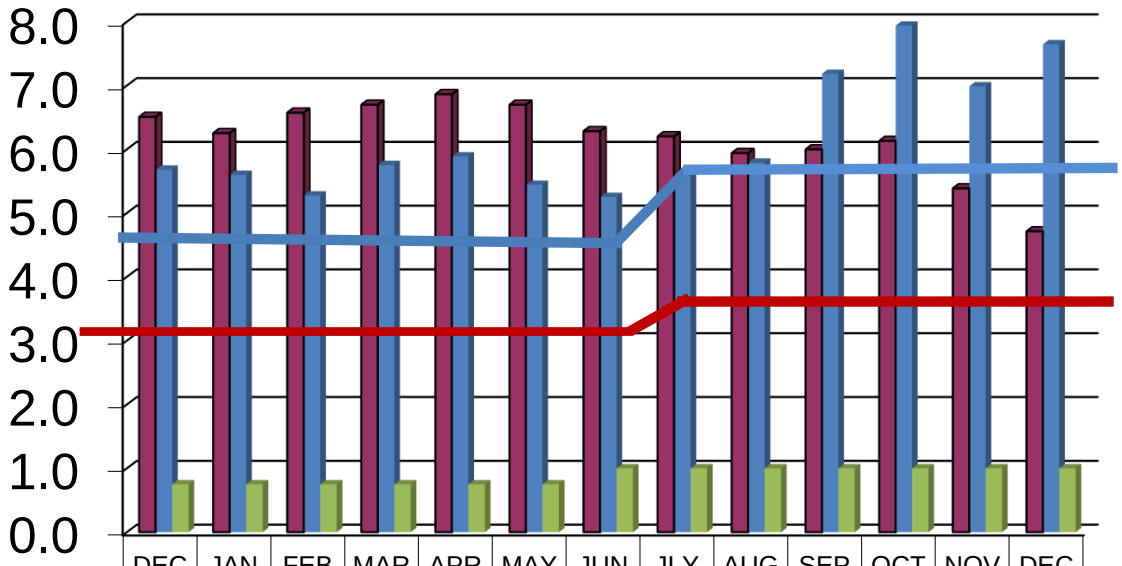
DIABLO WATER DISTRICT
FUNDS AVAILABLE 2024 - 2025

General Fund Minimum with Rate Stabilization $5.40 Mil.

Million $

Facilities Reserve Minimum $3.40 Mil.

Reserve Funds Target of $7.0 Mil. by 2030



	DEC	JAN	FEB	MAR	APR	MAY	JUN	JLY	AUG	SEP	OCT	NOV	DEC
Fac Res	6.5	6.3	6.6	6.7	6.9	6.7	6.3	6.2	5.9	6.0	6.1	5.4	4.7
Gen Oper	5.7	5.6	5.3	5.8	5.9	5.4	5.3	5.6	5.8	7.2	7.9	7.0	7.6
Reserve Funds	0.75	0.75	0.75	0.75	0.75	0.75	1.00	1.00	1.00	1.00	1.00	1.00	1.00

DIABLO WATER DISTRICT
February 26, 2025 Board Meeting
Item Number 5

TO: Each Director

FROM: Dan Muelrath, General Manager

SUBJECT: 2025 Rate Study Update.

The Board will receive a presentation from the District's rate consultant with potential rate options.

The following are the remaining steps in the rate study process:

- March
  - Rate ad hoc to meet one or two times to find preferred rate option.
  - Citizen committee to meet one more time for input.
  - Regular Board meeting, authorize mailing of Prop 218.
- April
  - Public workshop.
- May
  - Regular Board meeting - rate public hearing / rate adoption.

RECOMMENDATION:

Discuss.

Dan Muelrath

Dan Muelrath
General Manager

Integrity

DIABLO WATER DISTRICT
February 26, 2025 Board Meeting
Item Number 6

TO: Each Director

FROM: Dan Muelrath, General Manager

SUBJECT: Emergency Water Supply Options.

In response to the wildfires in southern California, the District took inventory of its water supply options that are available during emergencies (fires, earthquakes, etc.):

Randall-Bold Water Treatment Plant

- 15 million gallons per day
    - 10,417 gallons per minute
- The sedimentation basin allows for ash to settle prior to entering the heart of the treatment plan. Ash landing directly on the plant surface water will be treated and removed through the filter beds and other treatment processes already in place.
- Should RBWTP be compromised or damaged, then Bollman Plant can be ramped up within hours to back feed through the multipurpose pipeline.
- Power sources:
    - Primary: PG&E
    - Secondary power: Yes
    - 2 MW backup generator
        - Will run entire plant, but not distribution pumps
    - 350kW will run one of DWD's pumps
        - Full DWD pump backup to cost between $1 to $1.5 million

District Production Wells (Glen Park and Stonecreek)

- 6 million gallons per day
    - 2,778 gallons per minute
- Power sources:
    - PG&E
    - 1 backup generators
- One additional well of 2 million gallons per day is scheduled to be installed in the next 3 to 5 years as part of the wellhead treatment project.

District Steel Reservoirs

- 12.5 million gallons of storage capacity
- 8,681 gallons per minute if drained over a 24-hour peak

Emergency Water Options

- Southpark Well
    - 2 million gallons per day
        - 1,389 gallons per minute
    - Power sources:
        - PG&E
        - 1 backup generators
- Antioch interties (3)
    - 6,000 gpm +
- Brentwood interties
    - In progress

Other items of interest:

- Smoke taint in our reservoirs is possible (given required vents) and typically is only a taste and odor issue that quickly resolves as the reservoirs turn over, which during fires is much more frequently than during normal usage patterns. However, during a wildfire, water systems will increase their water quality testing to look for other contaminants related to fire damage.
    - During the last five years, there have been multiple times when the local air quality exceeded 300 ppm due to other wildfires, and we did not have a single complaint about taste or odor.
- When homes or structures are destroyed, there will be an open water pipe left with water flowing freely. The most important thing for a water system during active fires is to stay pressurized so super-heated air is not sucked back into our water pipes, as this can cause the creation and entrapment of benzene and other contaminants that are extremely hard to remove (but not impossible).
    - To limit free-flowing water pipes, District staff will go into freshly burned areas and shut off individual water services.

RECOMMENDATION:

Discuss.

Dan Muelrath

Dan Muelrath
General Manager

DIABLO WATER DISTRICT
February 26, 2025 Board Meeting
Item Number 7

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 = 141,000 AF – 88.125% full (88.125% last month).
  - Total Water Demand.
  - Local Well Production.

RECOMMENDATION:

Discuss.

Dan Muelrath

Dan Muelrath
General Manager

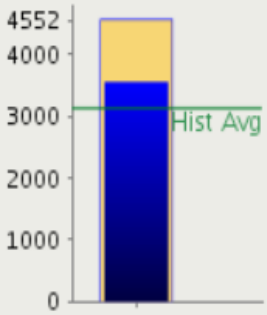
Attached: Statewide Reservoir Conditions
Total Water Demand
Local Well Production

Resiliency Innovation Integrity

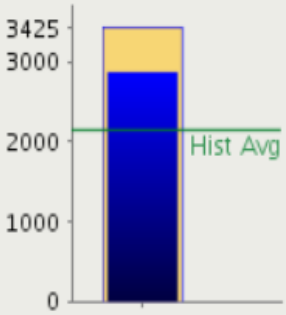
CURRENT CONDITIONS: MAJOR WATER SUPPLY RESERVOIRS:17-FEB-2025

Data as of Midnight: 17-Feb-2025

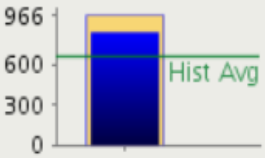
Change Date: 17-Feb-2025



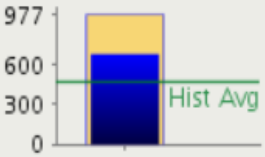
Shasta
78% (Total Cap.) | 113% (Hist. Avg.)



Oroville
84% (Total Cap.) | 133% (Hist. Avg.)



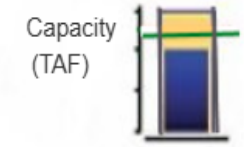
New Bullards Bar
87% (Total Cap.) | 128% (Hist. Avg.)



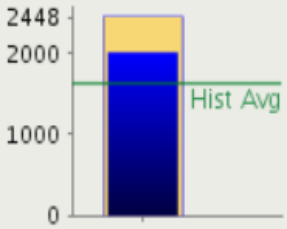
Folsom
70% (Total Cap.) | 144% (Hist. Avg.)

LEGEND

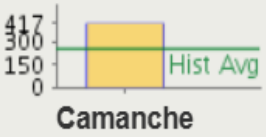
Blue Bar: Storage level for date
Gold Bar: Total reservoir capacity
Green Line: Historic level for date.



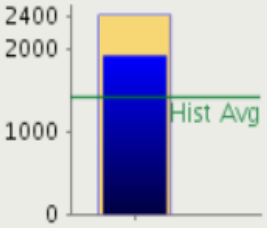
% of Capacity | **% Hist. Avg.**
(Click res. 3 char. code for details)



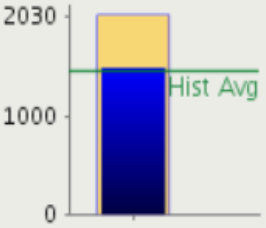
Trinity
82% (Total Cap.) | 124% (Hist. Avg.)



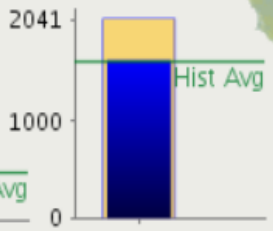
Camanche
No Data For: 17-Feb-2025



New Melones
80% (Total Cap.) | 135% (Hist. Avg.)

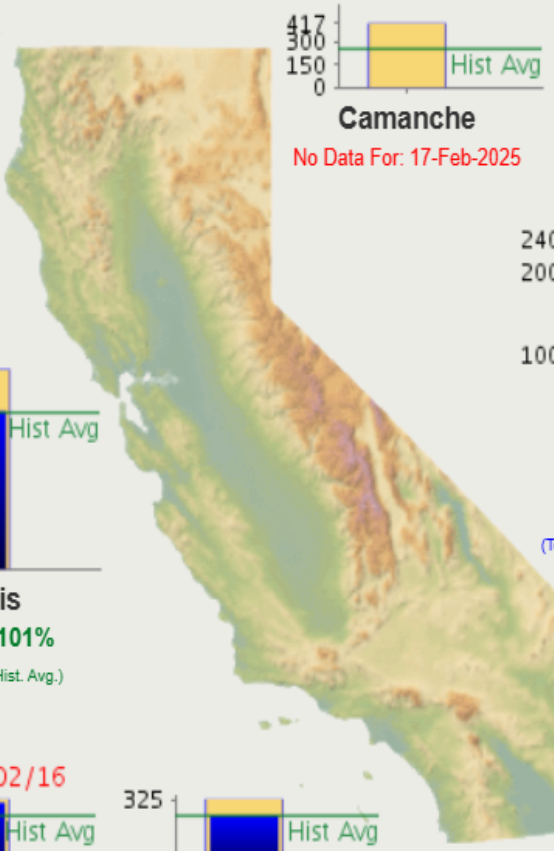


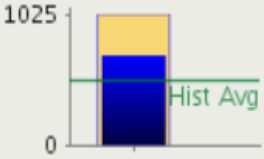
Don Pedro
74% (Total Cap.) | 102% (Hist. Avg.)



San Luis
79% (Total Cap.) | 101% (Hist. Avg.)

Sonoma
74% (Total Cap.) | 120% (Hist. Avg.)





McClure
69% (Total Cap.) | 140% (Hist. Avg.)

Data from: 02/15

Cachuma
89% (Total Cap.) | 125% (Hist. Avg.)

Data from: 02/16

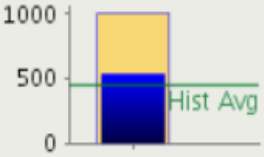
Casitas
96% (Total Cap.) | 120% (Hist. Avg.)

Castaic
79% (Total Cap.) | 99% (Hist. Avg.)

Data from: 02/15

Diamond Valley
98% (Total Cap.) | 133% (Hist. Avg.)

Millerton
54% (Total Cap.) | 86% (Hist. Avg.)



Pine Flat
54% (Total Cap.) | 121% (Hist. Avg.)

Click for printable version of current data.

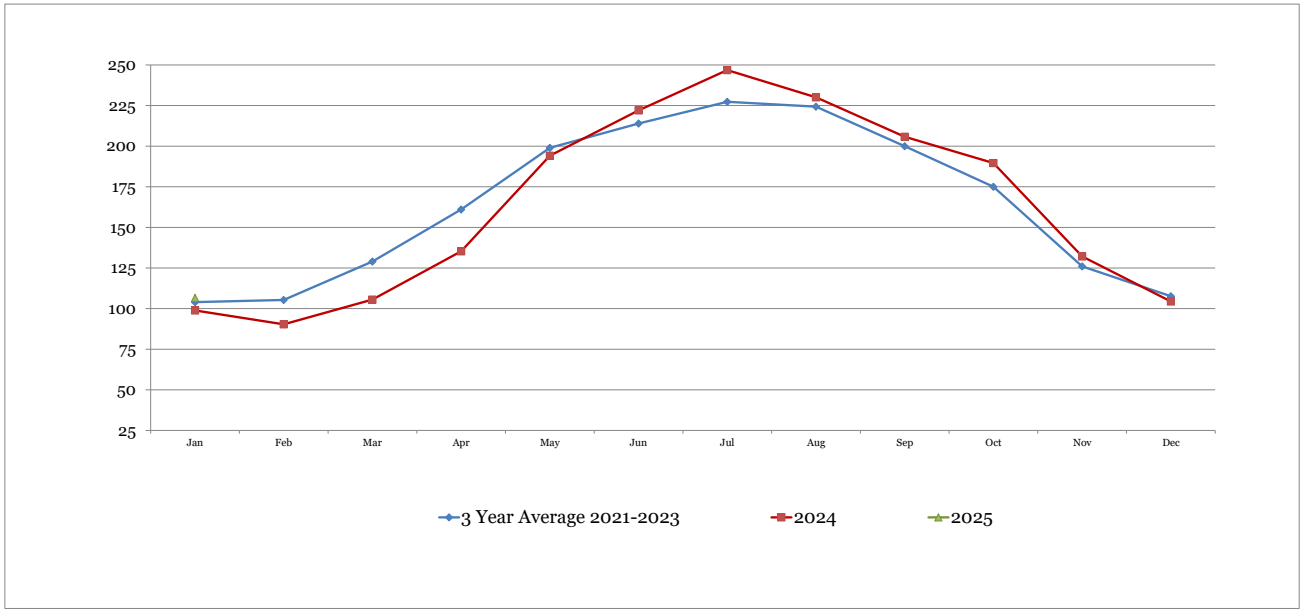
Report Generated: 18-Feb-2025 7:35 AM

The CSI link has been disabled to zoom in, for the lack of historical data.

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
2024 Usage	99	90	106	135	194	222	247	230	206	190	132	104	163
2025 Usage	107												107
% Reduction (+/-)	-7.3%												-7.3%
% new Connections 2025 vs. 2024	0.9%					1.4%	1.4%	1.3%	1.1%	1.0%	0.8%	0.7%	

WELL WATER BLENDED INTO DISTRIBUTION SYSTEM
MILLION GALLONS(MG)

	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25
1	1.172	1.116	0.945	1.009	0.789	0.525	0.000	0.319				
2	1.236	1.115	1.070	0.980	0.670	0.507	0.000	0.583				
3	1.193	1.104	1.065	1.036	0.787	0.284	0.000	0.510				
4	1.236	1.049	1.075	0.971	0.845	0.000	0.225	0.509				
5	1.236	1.183	1.012	0.968	0.783	0.000	0.000	0.449				
6	1.162	1.105	1.125	0.927	0.767	0.000	0.000	0.495				
7	1.121	1.210	1.000	0.981	0.861	0.000	0.001	0.505				
8	1.236	0.955	0.933	0.991	0.836	0.000	0.191	0.428				
9	1.237	1.236	1.105	0.917	0.766	0.021	0.390	0.522				
10	1.173	1.054	0.981	0.971	0.635	0.296	0.468	0.563				
11	1.236	0.972	1.125	0.930	0.788	0.317	0.496	0.510				
12	1.237	1.168	0.927	0.898	0.668	0.416	0.504	0.497				
13	1.088	1.051	1.125	0.899	0.419	0.000	0.590	0.517				
14	1.052	1.171	0.965	0.879	0.743	0.000	0.504	0.449				
15	1.138	1.078	0.916	0.919	0.717	0.000	0.554	0.437				
16	1.128	1.206	0.985	1.084	0.645	0.000	0.562	0.499				
17	1.202	1.000	0.982	1.038	0.693	0.000	0.523	0.527				
18	1.084	1.000	1.049	1.060	0.781	0.000	0.438					
19	1.237	1.129	0.924	0.913	0.704	0.000	0.617					
20	1.072	1.071	1.072	0.976	0.670	0.000	0.587					
21	1.079	1.140	0.949	0.984	0.659	0.000	0.537					
22	1.237	1.028	0.917	1.001	0.591	0.000	0.644					
23	1.138	1.085	0.964	0.968	0.661	0.000	0.519					
24	1.236	1.019	1.018	1.018	0.353	0.000	0.624					
25	1.078	0.960	1.080	0.988	0.721	0.000	0.614					
26	1.236	1.187	0.944	1.036	0.559	0.000	0.502					
27	0.896	0.993	0.943	0.841	0.535	0.000	0.609					
28	1.236	1.225	1.001	0.999	0.618	0.000	0.567					
29	1.027	0.987	0.933	0.918	0.596	0.000	0.569					
30	1.080	1.125	0.933	0.906	0.488	0.000	0.547					
31	0.111	1.018		0.801		0.000	0.513					
TOTAL	34.8280	33.7419	30.0595	29.8065	20.3435	2.3667	12.8939	8.3151	0.0000	0.0000	0.0000	0.0000

Jul-24 to Jan-25 at $2780.00/MG	**164.0400 MG**
Feb-25 to Jun-25 at $2960.00/MG	**8.3151 MG**
GRAND TOTAL:	**172.3551 MG**

FY 24/25	**SAVINGS**	**$ 480,643.90**
FY 23/24	**SAVINGS**	**$ 740,729.67**
FY 22/23	**SAVINGS**	**$ 529,110.41**
FY 21/22	**SAVINGS**	**$ 210,402.64**
FY 20/21	**SAVINGS**	**$ 278,518.31**
FY 19/20	**SAVINGS**	**$ 679,590.16**
FY 18/19	**SAVINGS**	**$ 614,245.45**
FY 17/18	**SAVINGS**	**$ 634,030.91**
FY 16/17	**SAVINGS**	**$ 444,895.41**
FY 15/16	**SAVINGS**	**$ 397,766.92**
FY 14/15	**SAVINGS**	**$ 580,430.65**
FY 13/14	**SAVINGS**	**$ 509,579.93**
FY 12/13	**SAVINGS**	**$ 382,228.02**
FY 11/12	**SAVINGS**	**$ 637,659.61**
FY 10/11	**SAVINGS**	**$ 590,057.39**
FY 09/10	**SAVINGS**	**$ 496,279.31**
FY 08/09	**SAVINGS**	**$ 371,579.65**
FY 07/08	**SAVINGS**	**$ 486,615.14**
FY 06/07	**SAVINGS**	**$ 326,985.06**
TOTAL SAVINGS IN WATER PURCHASES FROM CCWD TO DATE		**$8,169,974.98**

WELL WATER BLENDED INTO DISTRIBUTION SYSTEM
MILLION GALLONS(MG)

	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
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**
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FY 07/08	**SAVINGS**	**$ 486,615.14**
FY 06/07	**SAVINGS**	**$ 326,985.06**
TOTAL SAVINGS IN WATER PURCHASES FROM CCWD TO DATE		**$8,169,974.98**

MONTHLY WELL NUMBERS

Million Gallons (MG)

DATE	GLEN PARK	STONECREEK
02/01/25	0.3230	0.3210
02/02/25	0.5873	0.3211
02/03/25	0.5140	0.3214
02/04/25	0.5132	0.0000
02/05/25	0.4533	0.0000
02/06/25	0.4997	0.3205
02/07/25	0.5091	0.0000
02/08/25	0.4324	0.0000
02/09/25	0.5268	0.3206
02/10/25	0.5672	0.3210
02/11/25	0.5142	0.3210
02/12/25	0.5015	0.3211
02/13/25	0.5211	0.3209
02/14/25	0.4532	0.3134
02/15/25	0.4458	0.3220
02/16/25	0.5033	0.3211
02/17/25	0.5310	0.3211
02/18/25		
02/19/25		
02/20/25		
02/21/25		
02/22/25		
02/23/25		
02/24/25		
02/25/25		
02/26/25		
02/27/25		
02/28/25		
Totals	**8.3961**	**4.1662**
	Combined Totals	**12.5623**

DIABLO WATER DISTRICT
February 26, 2025 Board Meeting
Item Number 8

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

Quality Integrity

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)	Reviewing As-Builts and Closeout Documents	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%
9307 - Summer Lake North-Backbone	North of E. Cypress Road; East of Bethel Island Road	Subdivision	Backbone Infrastructure for Future Subdivisions; Services for Irrigation	Starting Final Work and Punchlist Items	Board Approved	RW, GWMW, CN	95%
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)	Starting Final Work and Punchlist Items	Board Approved	RW, GWMW, CN	95%
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)	Starting Final Work and Punchlist Items	Board Approved	RW, GWMW, CN	95%
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%
9615 Machado Lane - Cosetti Property	APNs 033-190-003 & 033-190-004	Subdivision	76 Lots (1" services for fire sprinklers)	Bac-T Testing has Passed. One Final Tie-In Remaining	Board Approved	GWMW	90%
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)	Construction Underway	Board Approved	RW, GWMW, CN	45%

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

Updated 2/19/2025

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
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)	Construction Underway	Board Approved	RW, GWMW, CN	45%
CIP 280	Laurel Rd at O' Hara	Road Widening	1 Irrigation Connection	Construction Starting	FIA Not Required- only 1 service	--	40%
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)	Construction Underway	Board Approved	RW, GWMW, CN	40%
9614 Sellers Avenue	South of E. Cypress Road; West of Sellers Avenue	Subdivision	77 Lots (1" services for fire sprinklers)	Construction Underway	Board Approved	--	30%
CIP 247	E. Cypress Road, East of Knightsen Avenue	Road Widening/ Realignment	1 Irrigation Connection and Extension of 20" Waterline	Submittals Complete; Waiting on a Start Date	FIA Planned for Upcoming Board Meeting	--	15%
Oakley Shops at Laurel Field	Laurel Rd at O' Hara	Commercial/Safeway	1-1.5", 1-2", 1-3" domestic services; 1-1.5" irrigation service; 2-8" fire services	Submittal Review Complete; Waiting on Schedules	Board Approved	--	10%
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	FIA Scheduled for February 2025 Board Meeting	GWMW	0%
Emerson Ranch Commercial - Phase 1	Cypress Road at Sellers Avenue	Commercial	One 2" domestic, one 1" irrigation, and one 8" fire services	Reviewing Contractor Application	Board Approved	--	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%
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 Upcoming Board Meeting	RW, GWMW, CN	0%

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Updated 2/19/2025

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%
8787 Rosewood Subdivision	4073 Rose Avenue, Oakley	Subdivision	61 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	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%
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%
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 - Lesher 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%
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%
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)	Project Cancelled	Project Cancelled	--	0%

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Updated 2/19/2025

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%
CIP 310	E. Cypress Road, East of Jersey Island Rd	Road Widening/ Realignment	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%
9624 Grand Cypress Preserve Ph. 1 Village 1 R-21	South of E. Cypress Road; West of Bethel Island Road	Subdivision	83 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	RW, GWMW, CN	0%
9625 Grand Cypress Preserve Ph. 1 Village 1 R-22	South of E. Cypress Road; West of Bethel Island Road	Subdivision	111 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	RW, GWMW, CN	0%
9626 Grand Cypress Preserve Ph. 1 Village 1 R-25	South of E. Cypress Road; West of Bethel Island Road	Subdivision	65 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	RW, GWMW, CN	0%
9627 Grand Cypress Preserve Ph. 1 Village 1 R-26	South of E. Cypress Road; West of Bethel Island Road	Subdivision	78 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	RW, GWMW, CN	0%
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%
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%
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%

Notes:
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GWMW = Project to install one, or more, groundwater monitoring wells.
CN = Carbon Neutrality (solar offset of pump station and/or building)

Updated 2/19/2025

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
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%
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%
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%
IBN Sina Community Center	Oakley Road and Neroly Road	Public Assembly/Residential	Pending	City Planning Stage/On Hold	Future Board Meeting	--	0%
Brownstone and Main Commercial Development	Brownstone and Main Street	Commercial/ Restaurant/ Retail/Car Wash	Pending	City Planning Stage/On Hold	Future Board Meeting	GWMW	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%

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

Updated 2/19/2025

DIABLO WATER DISTRICT
February 26, 2025 Board Meeting
Item Number 9

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

Quality Integrity

DIABLO WATER DISTRICT
February 26, 2025 Board Meeting
Item Number 10

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 Kovalick

Ad hoc reports:

- Report as needed.

RECOMMENDATION:

Discuss.

Dan Muelrath
Dan Muelrath
General Manager

DIABLO WATER DISTRICT
February 26, 2025 Board Meeting
Item Number 11

TO: Each Director

FROM: Dan Muelrath, General Manager

SUBJECT: Future Agenda Items.

March 26, 2025	
AB2561 – Employment Report Out	Action
Auditor Engagement for FY 24/25	Action
Regulation Updates - 106 and 129	Action
Prop 218 Mailer Approval	Action
April 23, 2025	
Draft Fiscal Year 25/26 Budget	Discussion
Other Items	**Future Date**
CEQA - Sandmound Consolidation Project	Public Hearing
Sub-Awardee Approval for Recycled Water Grant via EPA / Ironhouse	TBD

Integrity