



87 Carol Lane
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925-625-3798
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www.diablowater.org

Directors:
Edward Garcia
President

John H. de Fremery
Vice President

Kenneth L. Crockett
Enrico Cinquini
Paul Seger

General Manager & Secretary:
Daniel Muelrath

General Counsel:
Jeffery D. Polisner

AGENDA

The Regular Meeting of the Board of Directors of Diablo Water District will be held on Wednesday, June 26, 2019, 7:30 p.m. at the District's office, 87 Carol Lane, Oakley, California.

Director Crockett will attend the meeting via telephone at the following location:
Sea Bird RV Park, Space # 3, 16429 Highway 101 S, Brookings, OR 97415.

The District's agendas and supporting documents are available at the District's Office located at 87 Carol Lane, Oakley, California, or by calling Christine Belletti at (925) 625-0588. 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 Christine Belletti at (925) 625-0588.

1 - Pledge of Allegiance.

2 - Public Input. (Anyone present may address the Board of Directors on any subject within the jurisdiction of Diablo Water District. This need not be related to any item on the Agenda.)

3 - Approval of Minutes of the Regular Meeting of May 22, 2019.

Staff Recommendation: Approve Minutes.

4 - Public Hearing for By-Division Elections Map Creation.

Staff Recommendation: Receive presentation and conduct public hearing.

5 - Authorize Staff to Submit an Application for the State Water Resources Control Board's Recycled Water Feasibility Study Grant.

Staff Recommendation: Adopt Resolution Number 2019-8.

6 - Administrative Regulations Review and Update.

Staff Recommendation: Adopt Resolution Number 2019-9, authorizing the updates to Regulations 101 – 108 as reflected in Attachment A.

7 - Acceptance of Facilities – Delta Coves.

Staff Recommendation: Adopt Resolution Number 2019-10.

8 - Authorization to Write Off Uncollectible Accounts for FY 2018-2019.

Staff Recommendation: Authorize staff to write off \$8,007.04 in bad debt from the financial system.

9- Authorization to Purchase a 2019 F-450 Contractor Body Truck.

Staff Recommendation: Authorize the General Manager to purchase a F-450 Contractor Body Truck, not to exceed \$61,000.

10 - Discussion Items and Reports.

General Manager

- Water Supply Charts
- Groundwater Sustainability Agency Update
- HomeServe Follow-up

General Counsel

- Parliamentary Procedure Review (*Parliamentary Procedure Quick Reference for Special Districts*, California Special District Association

Engineer

- Delta Coves
- Facilities Reserve Plan Update
- 2019 American Society Civil Engineer/Utility Engineering and Surveying Institute, Pipelines Conference Paper

Comments of Directors

11 - Financial Reports.

- Approval of Warrant Register Numbers 2019-6 and 2019-6A.
- Receive Monthly Financial Statements.

12 - Next Meetings of the Board of Directors.

July 24, 2019

August 28, 2019

13 - Adjournment.

Posted this 21st day of June 2019.

Dan Muelrath, General Manager/Secretary

**MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS OF
DIABLO WATER DISTRICT
HELD ON MAY 22, 2019**

The regular meeting of the Board of Directors of Diablo Water District (District) was called to order by President Garcia, at the District's office, 87 Carol Lane, Oakley, California at 7:30 p.m. on May 22, 2019.

ROLL CALL

Directors Present:	Garcia, de Fremery, Crockett, Cinquini, Seger
Directors Absent:	None
Staff Present:	Dan Muelrath, General Manager
	Jennifer McCoy, Accounting Operations Manager
General Counsel:	Jeffrey Polisner
Consultant(s):	None
Others Present:	Dawn Morrow (Ironhouse Sanitary District – Director)

PLEDGE OF ALLEGIANCE.

The Pledge of Allegiance was led by Accounting Operations Manager McCoy.

PUBLIC INPUT.

None.

APPROVAL OF MINUTES OF THE REGULAR MEETING OF APRIL 24, 2019.

It was moved by Vice President de Fremery, seconded by Director Crockett, and unanimously carried to approve the minutes.

HOMESERVE CONTRACT AMENDMENT.

General discussion and questions were answered regarding the effectiveness of

offering the HomeServe program to District customers. Accounting Operation Manager McCoy responded that the program has been a successful tool for customers and will provide an update at the June meeting regarding uptake and incident rates.

It was moved by Vice President de Fremery, seconded by Director Cinquini, and unanimously carried to authorize the General Manager to execute the HomeServe First Amendment to Marketing Agreement.

AUTHORIZATION TO PURCHASE A 2019 F-650 DUMP TRUCK, LAYFLAT HOSE SKID ASSEMBLY AND SKID STEER.

General Manager Muelrath explained the benefits of the using multi-use equipment rather than dedicated single use equipment.

It was moved by Vice President de Fremery, seconded by Director Cinquini, and unanimously carried to authorize the General Manager to purchase a F-650 Dump Truck, not to exceed \$82,500, a Layflat Hose Skid Assembly, not to exceed \$36,500, and a Skid Steer, not to exceed \$30,000.

AUTHORIZATION TO SET PUBLIC HEARING DATE OF JULY 24, 2019 FOR PROPOSED INCREASE IN WATER CHARGES FOR COUNTY WELL SYSTEM M-27.

Directors asked questions regarding the need for the rate increase and General Manager Muelrath responded that the need for the rate increase stems from the State mandate to install water meters (which is now complete) and the continual failure of infrastructure at M-27.

It was moved by Director Crockett, seconded by Vice President de Fremery, and unanimously carried to authorize a Public Hearing Date of July 24, 2019 and mailing of notifications for the proposed rate increase for County Well System M-27.

REVIEW AND APPROVAL OF FISCAL YEAR 2019/20 BUDGET.

General Manager Muelrath presented a recap of the fiscal 2018/19 budget and an overview of the proposed fiscal year 2019/20 budget as outlined in the budget summary cover letter. It was noted that Fund 01 was updated to include the Contra Costa County Retirement System payment.

Directors cited having individual meetings with the General Manager prior to the Board meeting to review and discuss the budget in depth. Director Seger suggested a few additional items that he would like to see in next year's budget document.

It was moved by Director Crockett, seconded by Director Cinquini, and unanimously carried to adopt the Fiscal Year 2019/20 Budget.

DISCUSSION ITEMS AND REPORTS

GENERAL MANAGER

- General Manager Muelrath reviewed the water supply charts.

GENERAL COUNSEL

- None.

ENGINEER

- General Manager Muelrath, noted that Mr. Brick wanted the Directors to know that the District's permit to operate has been officially updated, to include the Delta Coves Chem Feed Facility.

COMMENTS OF DIRECTORS

- Directors that attended the Randall Bold Water Treatment Plant Tour expressed their appreciation for the tour.
- Director Crockett provide a recap of the May 16, 2019 East County Managers Association meeting. Highlighted was the efforts by Contra Costa Water District to expand Los Vaqueros reservoir.
- Director Seger received authorization to attend the upcoming California Special District Association's Leadership Academy for elected officials.

FINANCIAL REPORTS.

A.) APPROVAL OF WARRANT REGISTER NUMBERS 2019-5 AND 2019-5A.

It was moved by Director Crockett, seconded by Director Cinquini, and unanimously carried to approve Warrant Register Numbers 2019 – 5 and 2019-5A and that warrants numbered 49587 through 49634 and 49635 through 49698, respectively, with the exemption of voided warrant 49635, be issued as thereon indicated.

B.) RECEIVE MONTHLY FINANCIAL STATEMENTS.

Received.

C.) INVESTMENT POLICY MEMO

Received.

NEXT MEETING OF THE BOARD OF DIRECTORS

The next meeting of the Board of Directors is scheduled for June 26, 2019.

ADJOURNMENT

It was moved by Director Crockett, seconded by Vice President de Fremery, and unanimously carried to adjourn the meeting at 8:34 p.m.

Respectfully submitted,

Dan Muelrath, Secretary

DIABLO WATER DISTRICT
June 26, 2019 Board Meeting
Item Number 4

TO: Each Director

FROM: Dan Muelrath, General Manager

SUBJECT: Public Hearing for By-Division Elections Map Creation

In response to the California Voters Right Act, the Board took action in December 2018 to transition the District from at-large elections to by-division elections.

At the Board's March 27, 2019 and April 24, 2019 meetings, public hearings were held, where the District's Demographer (Cooperative Strategies) provided an overview of the map creation process and demographic data. Input was received from the Directors and public regarding possible area boundaries.

By law, the District must hold two map creation public hearings (June and July) and a final public hearing for final adoption (August). The Board will receive additional information from Cooperative Strategies, and both the Directors and public will have a chance to provide additional input on division boundaries.

Maps were added to the District website, 7 days prior to the Board meeting, for public review.

RECOMMENDATION:

Receive information and conduct public hearing.

Dan Muelrath

Dan Muelrath
General Manager

Attached: 1.) Public hearing announcement published in Oakley Press
 2.) Voting area scenario maps



**Public Hearings for Area Elections Map
Creation and Adoption
June 26, 2019, July 24, 2019 and August
28, 2019 @ 7:30pm**

Diablo Water District (DWD) is moving from an at-large Director election to a by division Director election. As part of the process, DWD is seeking public input for the creation of by division voting area. To participate please submit suggestions via mail to: Diablo Water District, Attn: General Manager, PO Box 127, Oakley, CA 94561 or attend the public hearings in person at 87 Carol Lane, Oakley. Oakley Press No. 03-0477 **80108**
Publish dates: June 14, 21, July 12, 19, August 16, 23, 2019.



**COOPERATIVE
STRATEGIES**

COMPLETE FINANCIAL & DEMOGRAPHIC PLANNING FOR EDUCATION

DIABLO WATER DISTRICT

VOTING AREA SCENARIOS

JUNE 26, 2019



VOTING AREA PROCESS

Date	Activity
March 27, 2019	Board Meeting: First Pre-Map Public Hearing and Presentation
April 24, 2019	Board Meeting: Second Pre-Map Public Hearing
June 26, 2019	Board Meeting: First Public Hearing on Voting Area Scenarios
July 24, 2019	Board Meeting: Second Public Hearing on Voting Area Scenarios
August 28, 2019	Board Meeting: Final Public Hearing on Voting Area Scenarios Board Section of Voting Area Map Board Consideration of Change in Election Method
September 2019	Cooperative Strategies sends Final Voting Area Map to the County Registrar of Voters
November 2020	First Election Held Utilizing Voting Areas



CONSIDERATIONS IN VOTING AREAS



Each area shall contain nearly equal number of inhabitants



Follow man-made and natural geographic features, as much as possible



Drawn to comply with the Federal Voting Rights Act



Respect incumbency, if possible



Compact and contiguous, as much as possible



Other local considerations

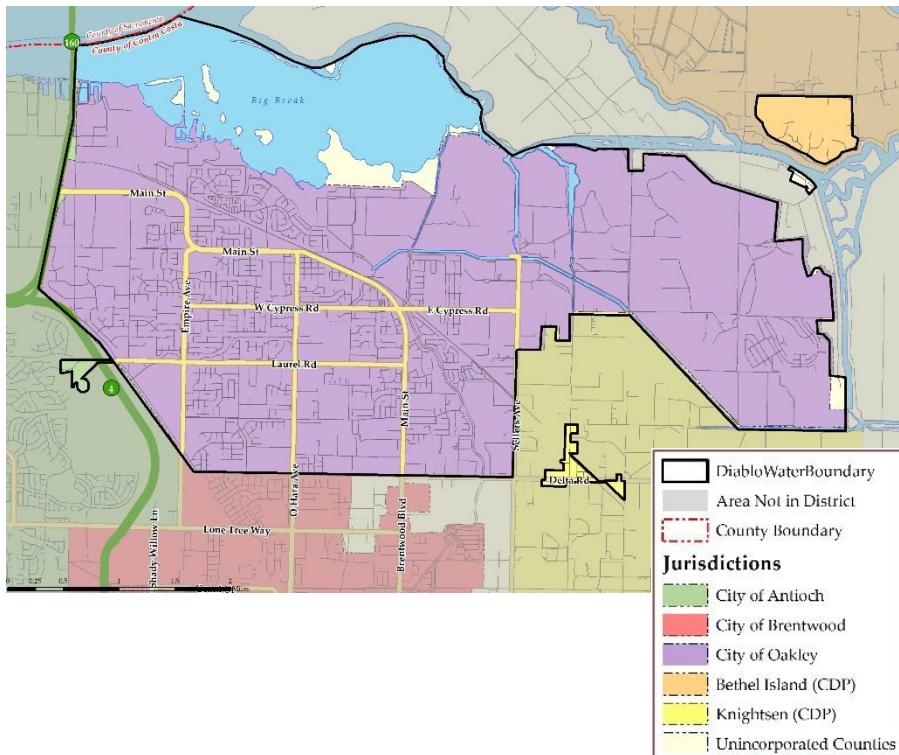


Respect communities of interest, as much as possible



DISTRICT DEMOGRAPHICS

2010 CENSUS DATA



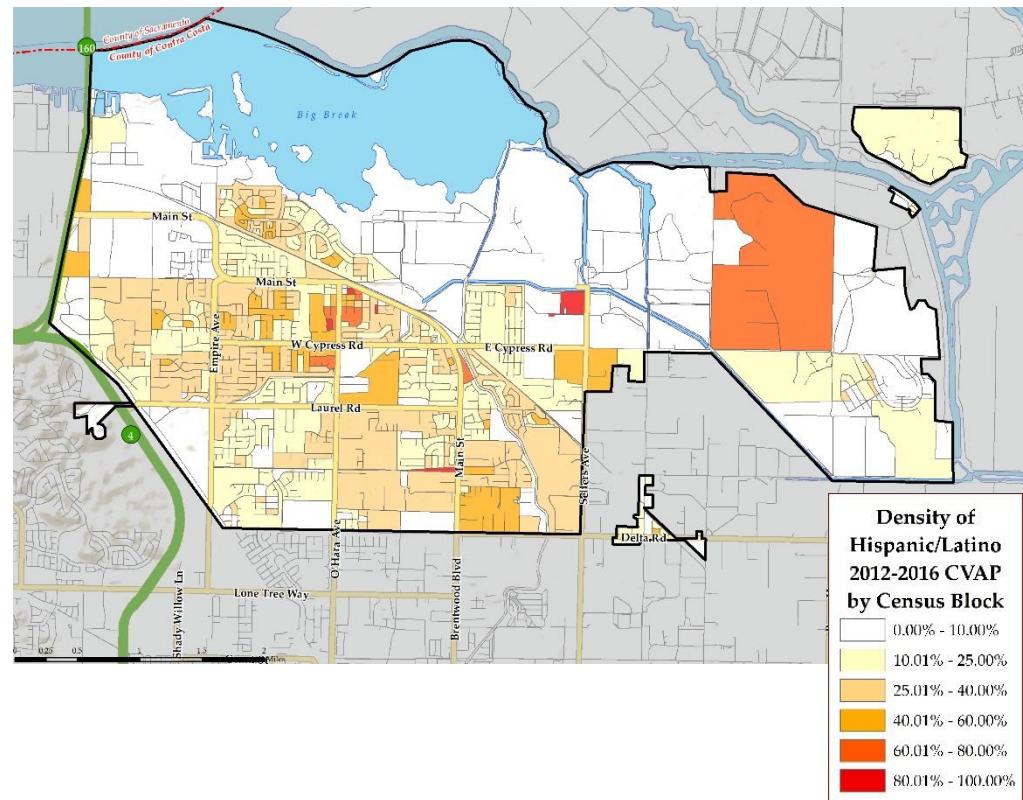
Population	Total Population		Age 18 and over	
	Total	%	Total	%
Hispanic/Latino	12,418	34.80%	7,667	30.86%
White	16,991	47.61%	13,005	52.34%
Black/ African American	2,466	6.91%	1,665	6.70%
American Indian/ Alaska Native	177	0.50%	139	0.56%
Asian	2,108	5.91%	1,567	6.31%
Native Hawaiian/ Pacific Islander	120	0.34%	89	0.36%
Other	76	0.21%	40	0.16%
Two or More Races	1,333	3.74%	675	2.72%
Total Population	35,689	100.00%	24,847	100.00%



DISTRICT DEMOGRAPHICS

CITIZEN VOTING AGE POPULATION ESTIMATES

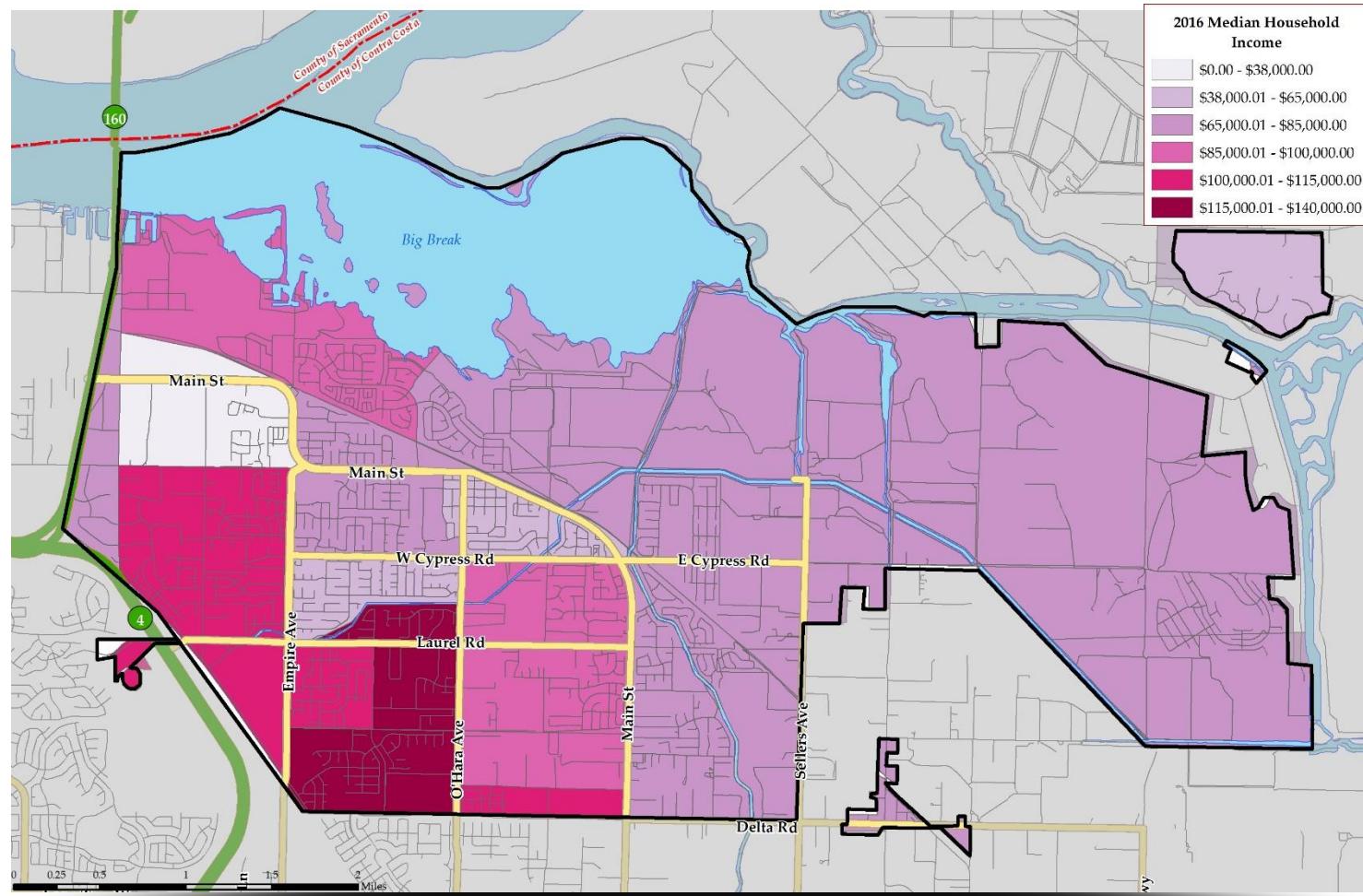
Population	2012-2016 CVAP	
	Total	%
Hispanic/Latino	6,279	25.16%
White	13,492	54.06%
Black/ African American	1,811	7.26%
American Indian/ Alaska Native	275	1.10%
Asian	1,984	7.95%
Native Hawaiian/ Pacific Islander	160	0.64%
Other	0	0.00%
Two or More Races	955	3.83%
Total Population	24,956	100.00%





DISTRICT DEMOGRAPHICS

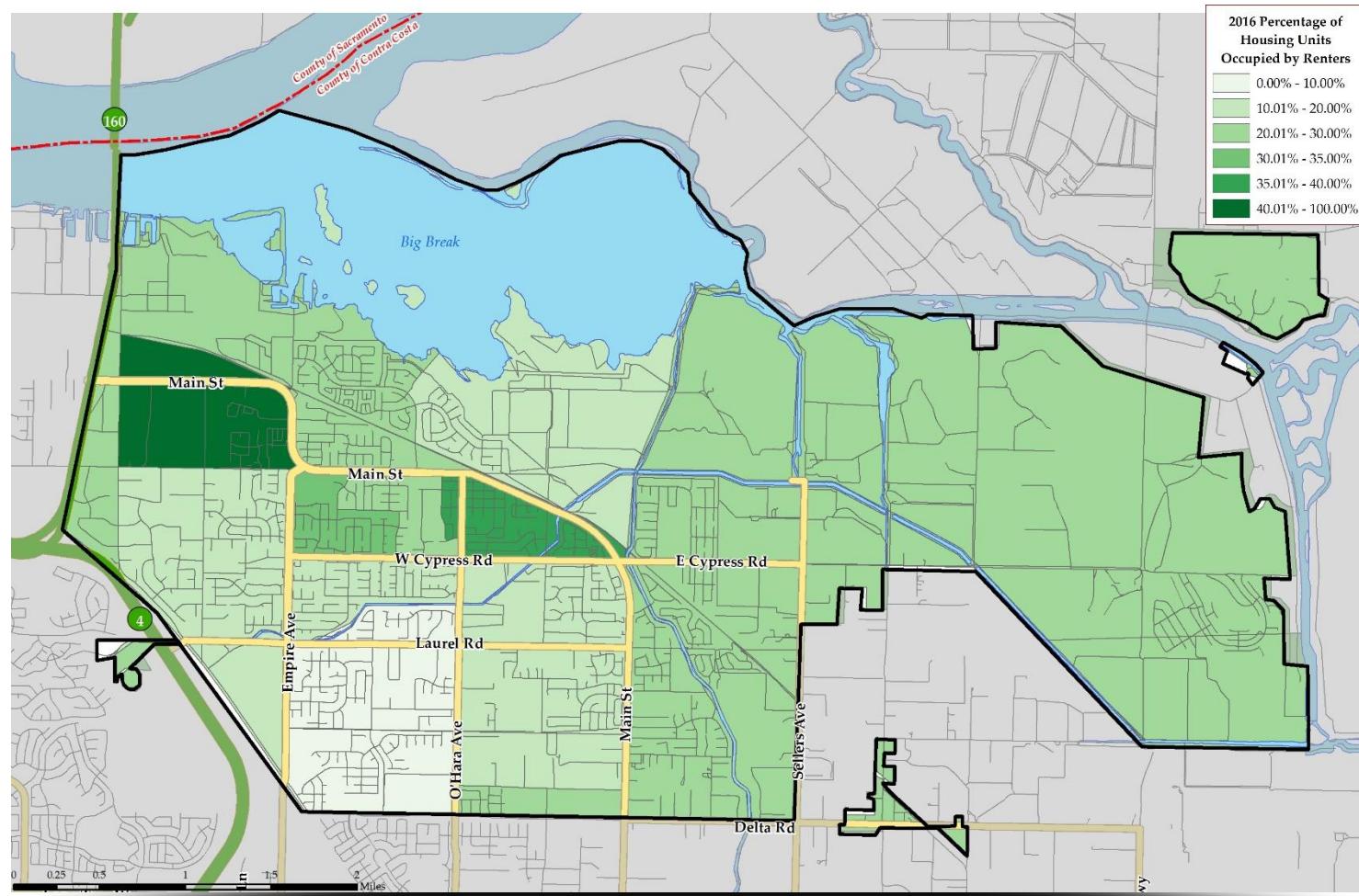
MEDIAN HOUSEHOLD INCOME





DISTRICT DEMOGRAPHICS

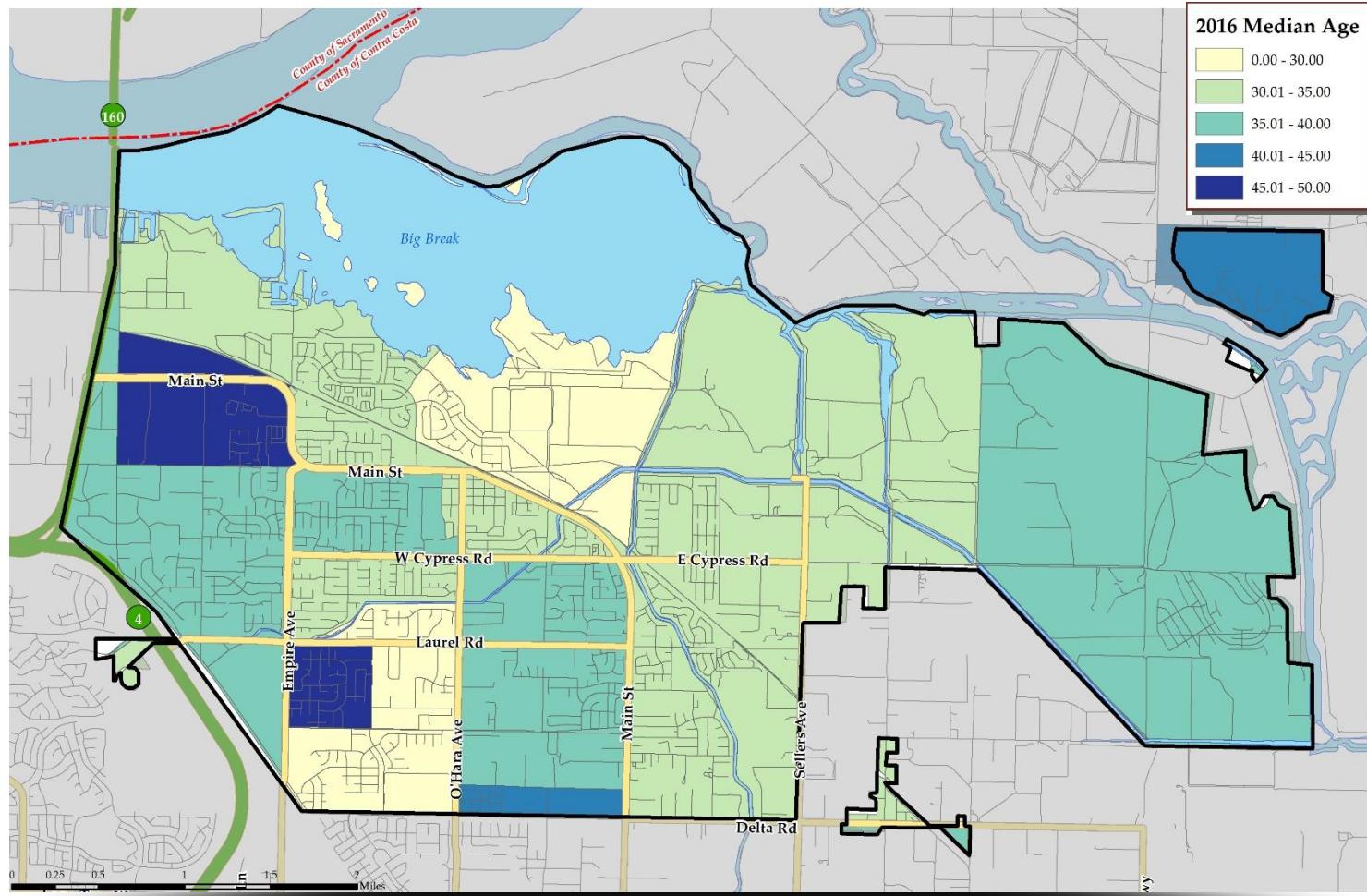
RENTER OCCUPIED HOUSING UNITS





DISTRICT DEMOGRAPHICS

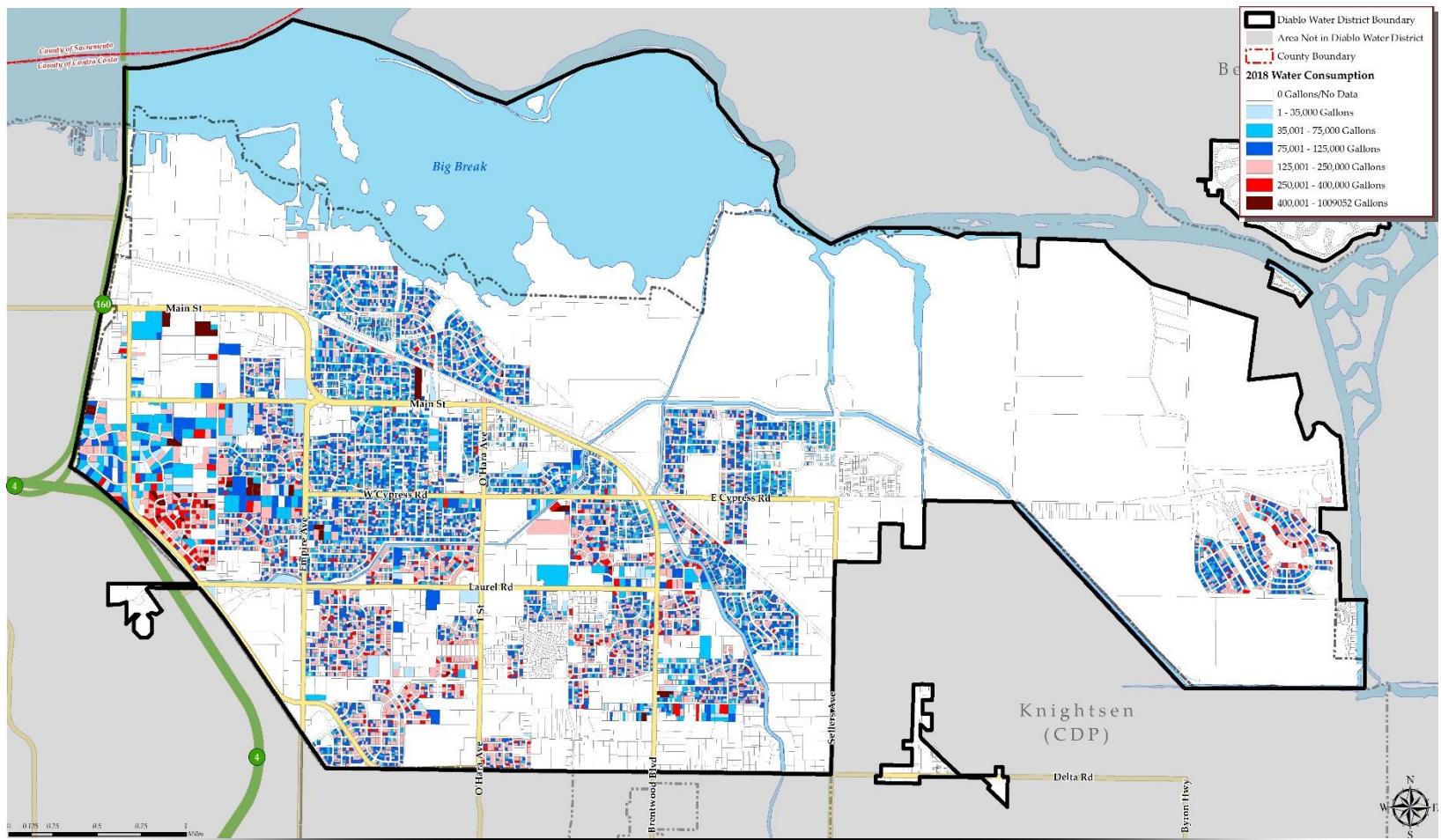
MEDIAN AGE





DISTRICT WATER CONSUMPTION

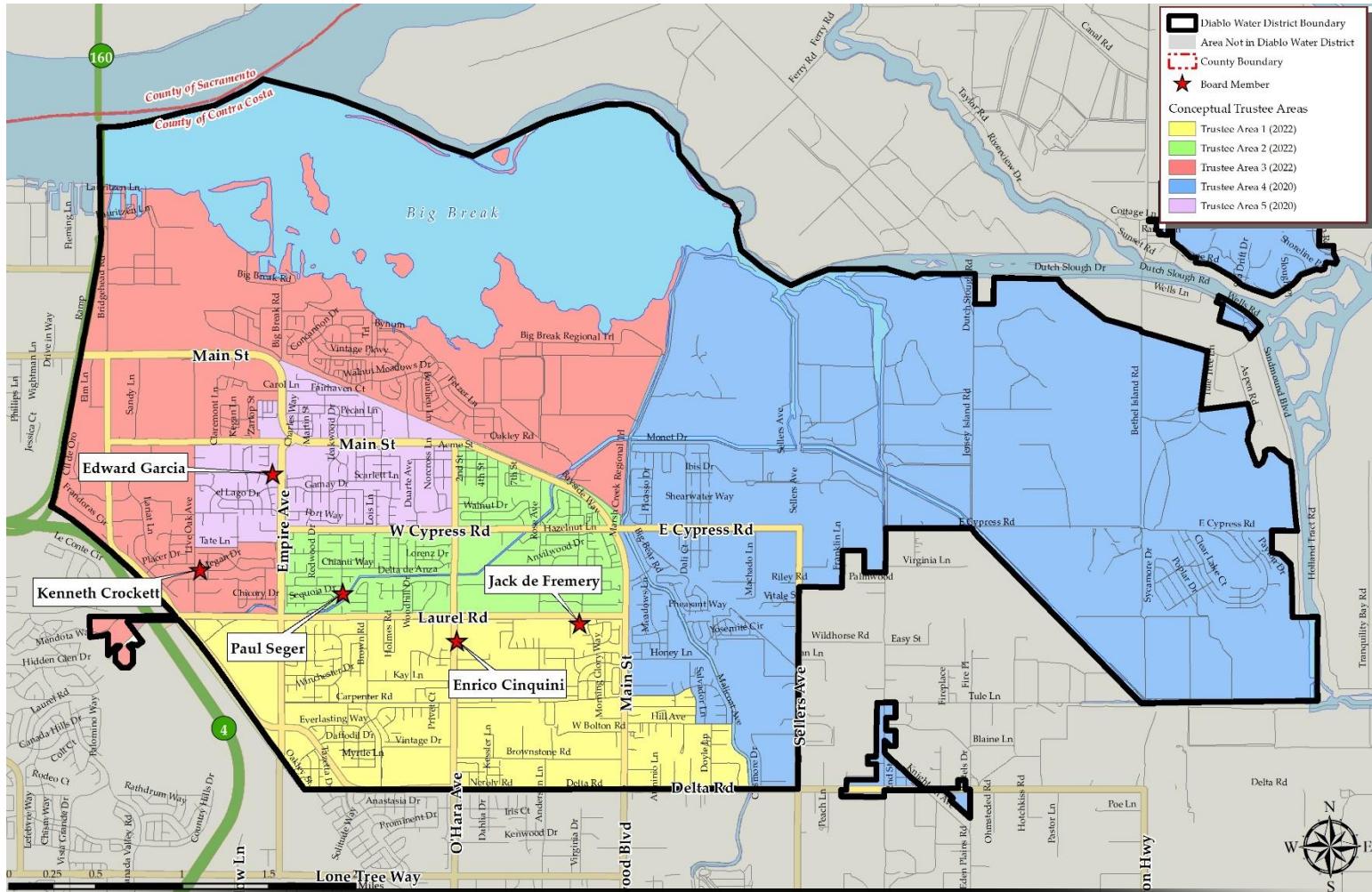
2018 WATER CONSUMPTION BY PARCEL





CONCEPTUAL VOTING AREAS

SCENARIO 1





DEMOGRAPHICS

SCENARIO 1

VOTING AREA	Area 1		Area 2		Area 3		Area 4		Area 5	
TP* vs. CVAP**	TP	CVAP								
Population	7,120	5,390	7,128	4,686	7,358	5,441	7,039	5,023	7,044	4,767
Population Variance	-18	329	-10	-375	220	380	-99	-38	-94	-294
Hispanic/Latino	2,193	1,047	2,602	1,390	2,337	1,205	2,474	1,212	2,812	1,455
	30.80%	19.42%	36.50%	29.66%	31.76%	22.15%	35.15%	24.13%	39.92%	30.52%
White	3,444	2,906	3,679	2,559	3,700	3,422	2,804	2,005	3,364	2,696
	48.37%	53.91%	51.61%	54.61%	50.29%	62.89%	39.84%	39.92%	47.76%	56.56%
Black/African American	379	510	339	240	621	295	789	888	338	199
	5.32%	9.46%	4.76%	5.12%	8.44%	5.42%	11.21%	17.68%	4.80%	4.17%
American Indian/ Alaska Native	25	27	36	57	36	30	34	82	46	58
	0.35%	0.50%	0.51%	1.22%	0.49%	0.55%	0.48%	1.63%	0.65%	1.22%
Asian	794	716	188	203	338	321	595	571	193	111
	11.15%	13.28%	2.64%	4.33%	4.59%	5.90%	8.45%	11.37%	2.74%	2.33%
Native Hawaiian/Other Pacific Islander	17	0	19	75	25	7	23	0	36	78
	0.24%	0.00%	0.27%	1.60%	0.34%	0.13%	0.33%	0.00%	0.51%	1.64%
Other	11	0	17	0	22	0	17	0	9	0
	0.15%	0.00%	0.24%	0.00%	0.30%	0.00%	0.24%	0.00%	0.13%	0.00%
Two or More Races	257	184	248	162	279	161	303	265	246	170
	3.61%	3.41%	3.48%	3.46%	3.79%	2.96%	4.30%	5.28%	3.49%	3.57%

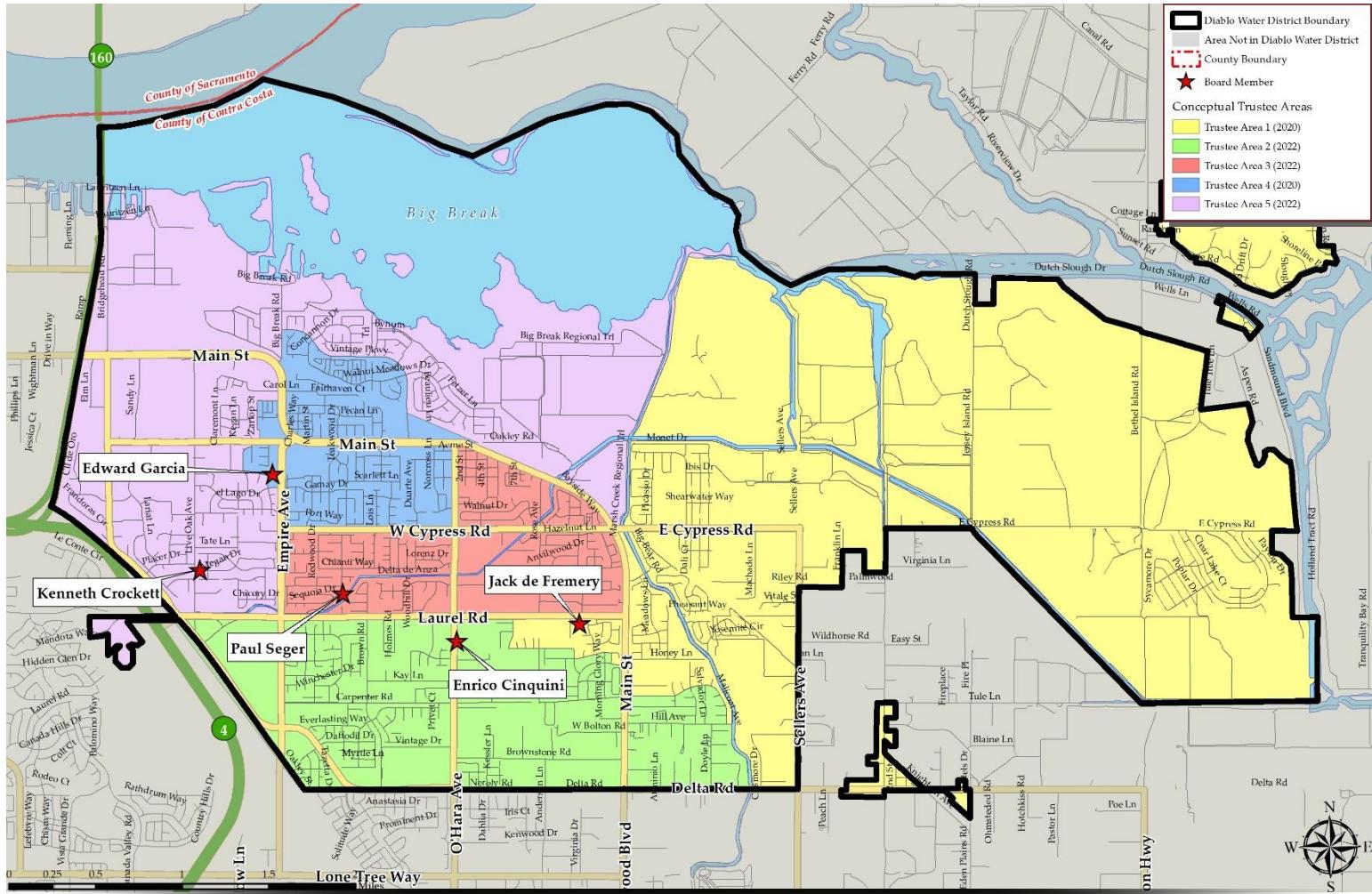
*TP: Total Population

**CVAP: Citizen Voting Age Population



CONCEPTUAL VOTING AREAS

SCENARIO 2





DEMOGRAPHICS

SCENARIO 2

VOTING AREA	Area 1		Area 2		Area 3		Area 4		Area 5	
TP* vs. CVAP**	TP	CVAP								
Population	7,222	5,190	6,937	5,223	7,125	4,683	7,281	5,015	7,124	5,196
Population Variance	84	129	-201	162	-13	-378	143	-46	-14	135
Hispanic/Latino	2,524	1,248	2,143	1,011	2,602	1,390	2,963	1,481	2,186	1,179
	34.95%	24.05%	30.89%	19.36%	36.52%	29.68%	40.69%	29.53%	30.69%	22.69%
White	2,939	2,133	3,309	2,778	3,676	2,556	3,390	2,834	3,677	3,287
	40.70%	41.10%	47.70%	53.19%	51.59%	54.58%	46.56%	56.51%	51.61%	63.26%
Black/African American	777	854	391	544	339	240	383	243	576	251
	10.76%	16.45%	5.64%	10.42%	4.76%	5.12%	5.26%	4.85%	8.09%	4.83%
American Indian/ Alaska Native	35	82	24	27	36	57	50	48	32	40
	0.48%	1.58%	0.35%	0.52%	0.51%	1.22%	0.69%	0.96%	0.45%	0.77%
Asian	598	570	791	717	188	203	210	153	321	279
	8.28%	10.98%	11.40%	13.73%	2.64%	4.33%	2.88%	3.05%	4.51%	5.37%
Native Hawaiian/Other Pacific Islander	25	0	15	0	19	75	38	72	23	13
	0.35%	0.00%	0.22%	0.00%	0.27%	1.60%	0.52%	1.44%	0.32%	0.25%
Other	18	0	10	0	17	0	10	0	21	0
	0.25%	0.00%	0.14%	0.00%	0.24%	0.00%	0.14%	0.00%	0.29%	0.00%
Two or More Races	306	303	254	146	248	162	237	184	288	147
	4.24%	5.84%	3.66%	2.80%	3.48%	3.46%	3.26%	3.67%	4.04%	2.83%

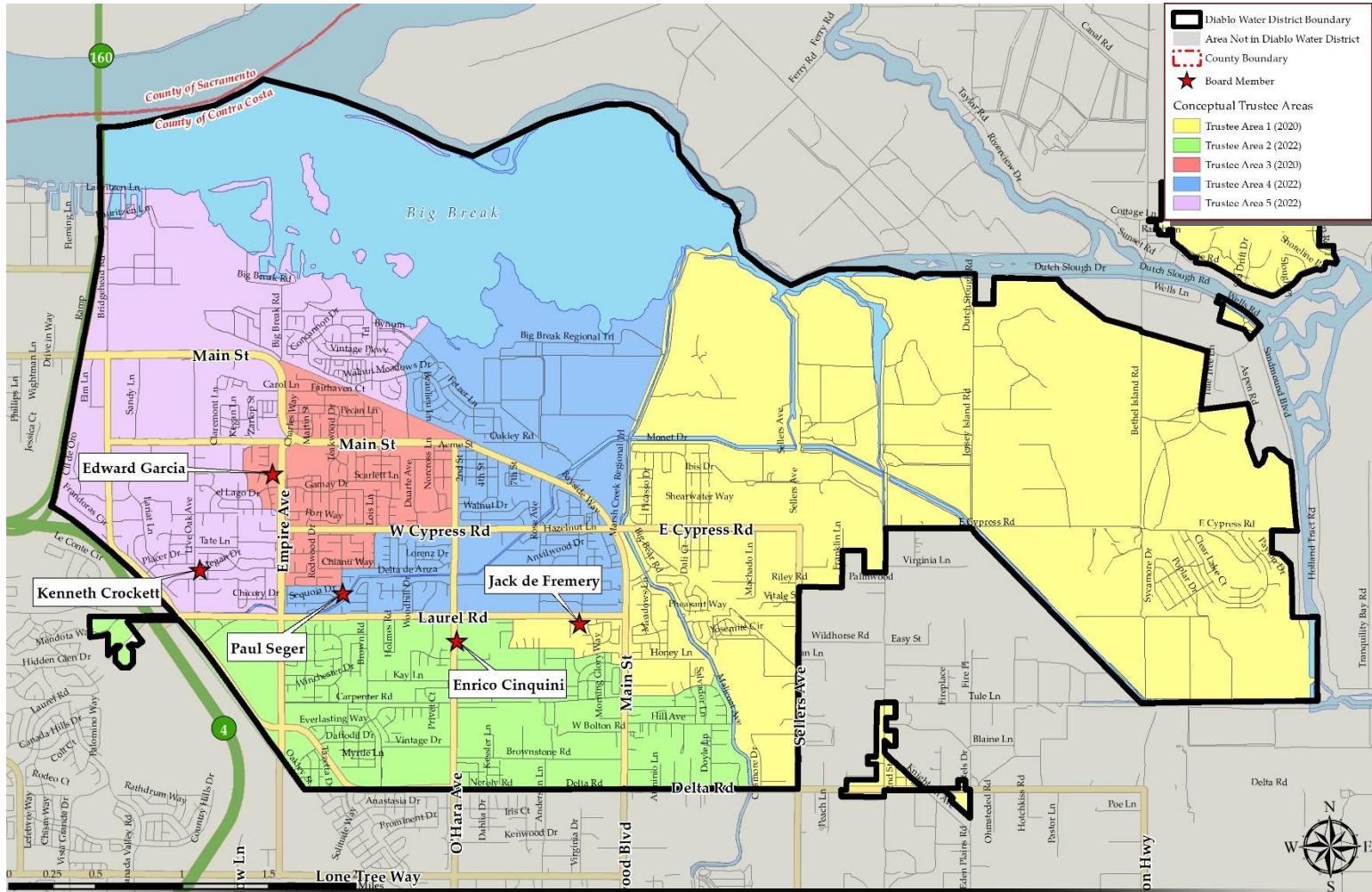
*TP: Total Population

**CVAP: Citizen Voting Age Population



CONCEPTUAL VOTING AREAS

SCENARIO 3





DEMOGRAPHICS

SCENARIO 3

VOTING AREA	Area 1		Area 2		Area 3		Area 4		Area 5	
TP* vs. CVAP**	TP	CVAP								
Population	7,120	5,121	7,039	5,292	7,212	4,419	7,197	4,686	7,121	5,789
Population Variance	-18	60	-99	231	74	-642	59	-375	-17	728
Hispanic/Latino	2,501	1,238	2,166	1,021	2,928	1,469	2,642	1,280	2,181	1,301
	35.13%	24.17%	30.77%	19.29%	40.60%	33.24%	36.71%	27.32%	30.63%	22.47%
White	2,891	2,103	3,357	2,808	3,442	2,362	3,639	2,643	3,662	3,672
	40.60%	41.07%	47.69%	53.06%	47.73%	53.45%	50.56%	56.40%	51.43%	63.43%
Black/African American	767	838	401	560	308	174	380	250	610	310
	10.77%	16.36%	5.70%	10.58%	4.27%	3.94%	5.28%	5.34%	8.57%	5.35%
American Indian/ Alaska Native	35	82	24	27	54	48	35	57	29	40
	0.49%	1.60%	0.34%	0.51%	0.75%	1.09%	0.49%	1.22%	0.41%	0.69%
Asian	580	557	809	730	176	126	214	200	329	309
	8.15%	10.88%	11.49%	13.79%	2.44%	2.85%	2.97%	4.27%	4.62%	5.34%
Native Hawaiian/Other Pacific Islander	25	0	15	0	32	72	20	75	28	13
	0.35%	0.00%	0.21%	0.00%	0.44%	1.63%	0.28%	1.60%	0.39%	0.22%
Other	18	0	10	0	13	0	14	0	21	0
	0.25%	0.00%	0.14%	0.00%	0.18%	0.00%	0.19%	0.00%	0.29%	0.00%
Two or More Races	303	303	257	146	259	168	253	181	261	144
	4.26%	5.92%	3.65%	2.76%	3.59%	3.80%	3.52%	3.86%	3.67%	2.49%

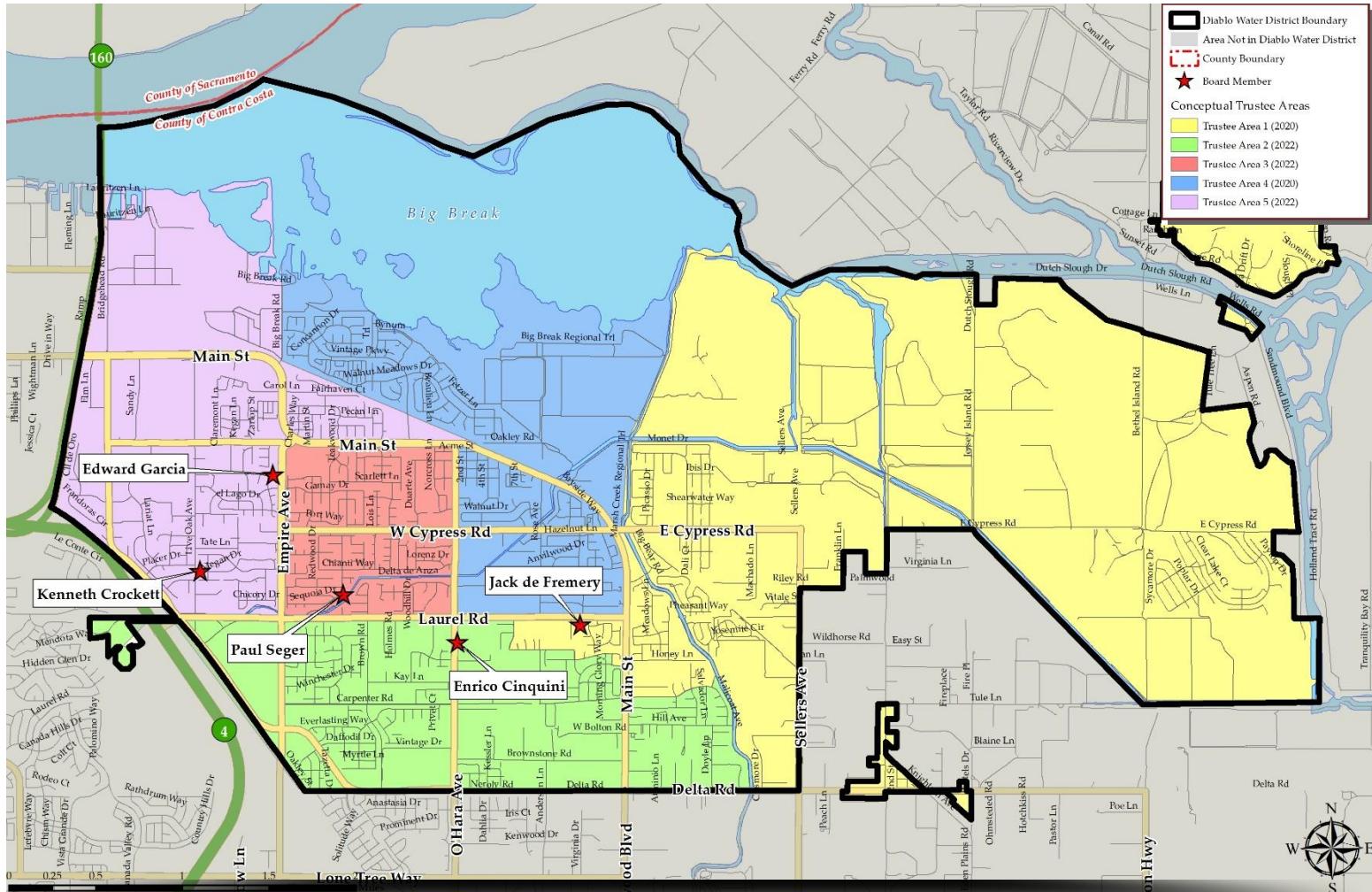
*TP: Total Population

**CVAP: Citizen Voting Age Population



CONCEPTUAL VOTING AREAS

SCENARIO 4





DEMOGRAPHICS

SCENARIO 4

VOTING AREA	Area 1		Area 2		Area 3		Area 4		Area 5	
TP* vs. CVAP**	TP	CVAP								
Population	7,120	5,121	7,039	5,292	7,271	4,239	7,399	5,203	6,860	5,452
Population Variance	-18	60	-99	231	133	-822	261	142	-278	391
Hispanic/Latino	2,501	1,238	2,166	1,021	2,838	1,470	2,723	1,327	2,190	1,253
	35.13%	24.17%	30.77%	19.29%	39.03%	34.68%	36.80%	25.50%	31.92%	22.98%
White	2,891	2,103	3,357	2,808	3,683	2,352	3,551	3,004	3,509	3,321
	40.60%	41.07%	47.69%	53.06%	50.65%	55.48%	47.99%	57.74%	51.15%	60.91%
Black/African American	767	838	401	560	265	41	493	346	540	347
	10.77%	16.36%	5.70%	10.58%	3.64%	0.97%	6.66%	6.65%	7.87%	6.36%
American Indian/ Alaska Native	35	82	24	27	40	38	44	57	34	50
	0.49%	1.60%	0.34%	0.51%	0.55%	0.90%	0.59%	1.10%	0.50%	0.92%
Asian	580	557	809	730	169	169	282	255	268	211
	8.15%	10.88%	11.49%	13.79%	2.32%	3.99%	3.81%	4.90%	3.91%	3.87%
Native Hawaiian/Other Pacific Islander	25	0	15	0	23	40	22	75	35	45
	0.35%	0.00%	0.21%	0.00%	0.32%	0.94%	0.30%	1.44%	0.51%	0.83%
Other	18	0	10	0	13	0	16	0	19	0
	0.25%	0.00%	0.14%	0.00%	0.18%	0.00%	0.22%	0.00%	0.28%	0.00%
Two or More Races	303	303	257	146	240	129	268	139	265	225
	4.26%	5.92%	3.65%	2.76%	3.30%	3.04%	3.62%	2.67%	3.86%	4.13%

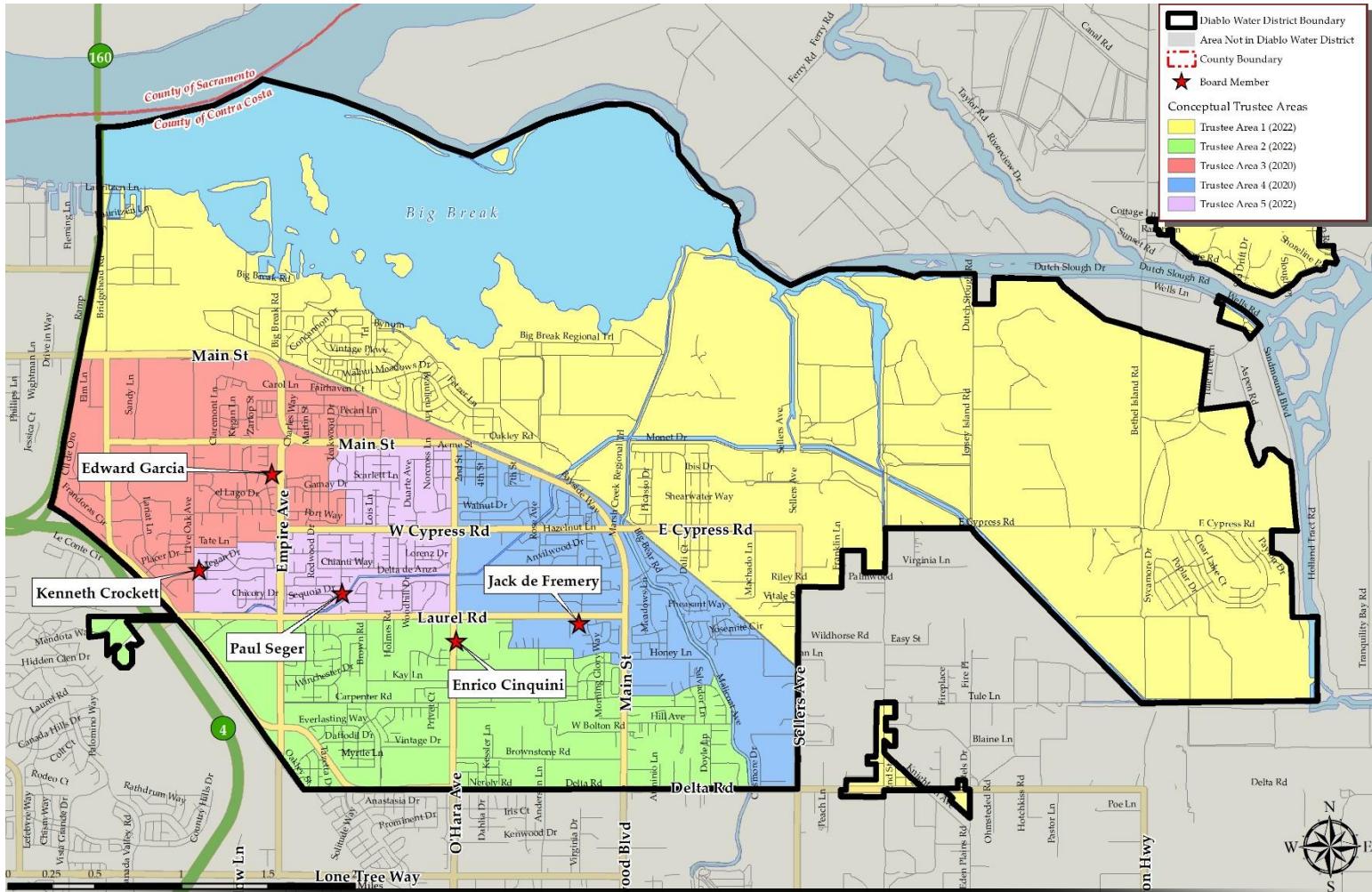
*TP: Total Population

**CVAP: Citizen Voting Age Population



CONCEPTUAL VOTING AREAS

SCENARIO 5





DEMOGRAPHICS

SCENARIO 5

VOTING AREA	Area 1		Area 2		Area 3		Area 4		Area 5	
TP* vs. CVAP**	TP	CVAP								
Population	7,247	5,160	7,039	5,292	6,993	5,385	7,381	5,215	7,029	4,255
Population Variance	109	99	-99	231	-145	324	243	154	-109	-806
Hispanic/Latino	2,365	1,241	2,166	1,021	2,265	1,163	2,937	1,343	2,685	1,541
	32.63%	24.05%	30.77%	19.29%	32.39%	21.60%	39.79%	25.75%	38.20%	36.22%
White	3,281	2,721	3,357	2,808	3,623	3,410	3,187	2,414	3,543	2,235
	45.27%	52.73%	47.69%	53.06%	51.81%	63.32%	43.18%	46.29%	50.41%	52.53%
Black/African American	720	497	401	560	508	308	541	688	296	79
	9.94%	9.63%	5.70%	10.58%	7.26%	5.72%	7.33%	13.19%	4.21%	1.86%
American Indian/ Alaska Native	29	4	24	27	41	52	52	135	31	36
	0.40%	0.08%	0.34%	0.51%	0.59%	0.97%	0.70%	2.59%	0.44%	0.85%
Asian	486	570	809	730	232	186	378	245	203	191
	6.71%	11.05%	11.49%	13.79%	3.32%	3.45%	5.12%	4.70%	2.89%	4.49%
Native Hawaiian/Other Pacific Islander	30	0	15	0	32	38	17	75	26	47
	0.41%	0.00%	0.21%	0.00%	0.46%	0.71%	0.23%	1.44%	0.37%	1.10%
Other	18	0	10	0	18	0	16	0	14	0
	0.25%	0.00%	0.14%	0.00%	0.26%	0.00%	0.22%	0.00%	0.20%	0.00%
Two or More Races	318	127	257	146	274	228	253	315	231	126
	4.39%	2.46%	3.65%	2.76%	3.92%	4.23%	3.43%	6.04%	3.29%	2.96%

*TP: Total Population

**CVAP: Citizen Voting Age Population



QUESTIONS

DIABLO WATER DISTRICT
June 26, 2019 Board Meeting
Item Number 5

TO: Each Director

FROM: Dan Muelrath, General Manager

SUBJECT: Authorize Staff to Submit an Application for the State Water Resources Control Board's Recycled Water Feasibility Study Grant

Staff has identified a grant to help fund a joint recycled water feasibility study between Diablo Water District and Ironhouse Sanitary District.

The intent of the study will be to identify mutually beneficial uses of recycled water within our service areas. The study will include the following:

- Recycled water market analysis
- Assessment of alternative uses of recycled water
- Evaluation of water rights and potential legal issues
- Identification of a preferred project
- Evaluation of financing options for preferred project

This study is a planning level document, that could be the foundation for continued collaboration between both Districts, regarding the future reuse of recycled water.

Given an equivalent local match, the grant can fund up to \$75,000 of the study. Diablo Water District has budgeted 50% of the local match in the fiscal year 2019 /20 budget. Ironhouse Sanitary District will be providing the other 50% of local match.

RECOMMENDATION:

Adopt Resolution Number 2019-8.

Dan Muelrath
Dan Muelrath
General Manager

RESOLUTION NO. 2019 – 8

A RESOLUTION OF THE BOARD OF DIRECTORS OF DIABLO WATER DISTRICT AUTHORIZING STAFF TO SUBMIT A GRANT APPLICATION TO THE STATE WATER RESOURCES CONTROL BOARD

WHEREAS, the District is committed to developing a resilient water supply portfolio;

WHEREAS, the District desires to perform a joint water recycling feasibility study with Ironhouse Sanitary District;

WHEREAS, the District would like to seek beneficial reuse of recycled water;

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

1. Authorize and direct the General Manager to sign and file, for and on behalf of the District, a Financial Assistance Application for a grant agreement from the State Water Resources Control Board for the planning grant project: “Diablo Water District / Ironhorse Sanitary District Recycled Water Feasibility Study.”
2. Certify that the General Manager is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.
3. Designate the General Manager to represent the Entity in carrying out the Entity’s responsibilities under the grant agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

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 June 26, 2019, by the following vote:

AYES:

NOES:

ABSENT:

DATED:

Dan Muelrath, Secretary

DIABLO WATER DISTRICT
June 26, 2019 Board Meeting
Item Number 6

TO: Each Director

FROM: Dan Muelrath, General Manager

SUBJECT: Administrative Regulations Review and Update

In reviewing the District's Administrative Regulations and comparing them to industry best practices, the District needs to amend some current regulations, and add a few regulations to cover additional items. Prior to adding regulations, staff and general counsel will review the District's current regulations and present suggested edits and additions where needed. Once that process is complete, a list of additional new regulations (i.e. payroll, human resources administration, etc.) will be presented.

Proposed time:

- June: Regulations 101 – 108
- August: Regulation 109 – 117
- September: Regulations 118 – 125
- October: Additional Regulations

The following, Table 1 provides a highlight of the existing title and content of Regulations 101 – 108, along with recommended changes. Following the table, are suggested edits to the Regulations. Attachment A is a clean copy of the Regulations with edits incorporated. Attachment B shows the current Regulations with strikeouts and additions in red. Should the Board adopt the authorizing resolution, all changes will be incorporated into the District Regulations 101 – 108.

RECOMMENDATION:

Adopt Resolution Number 2019-9, authorizing the updates to Regulations 101 – 108 as reflected in Attachment A.

Dan Muelrath

Dan Muelrath
General Manager

Attached: 1.) Table 1 – Overview of Revisions 2.) Attachment A – Regulations with edits incorporated 3.) Attachment B – Redline version of Regulation edits

Table 1 – Overview of Revisions

Current Regulation Title	Current Topics	Revised Regulation Title	Revised Topics
101 – Proceedings of the Board of Directors	<ul style="list-style-type: none"> • Meeting dates/times • Brown Act • Board Conduct • Officers of the Board 	No Change	<ul style="list-style-type: none"> • Formatting changes • Clarifying word added to Section VI.
102 – Conflict of Interest	<ul style="list-style-type: none"> • Fair Political Practices Commission Form 700 Compliance 	No Change	<ul style="list-style-type: none"> • Formatting changes only
103 – Procedures for Implementing CEQA	<ul style="list-style-type: none"> • CEQA process 	No Change	<ul style="list-style-type: none"> • Formatting changes only
104 – Personnel Policy and Affirmative Action Program	<ul style="list-style-type: none"> • Commitment to affirmative action 	104 – Personnel Policy and Equal Employment Opportunity	<ul style="list-style-type: none"> • Added employment “at will” language • Updated to reflect current Equal Employment Opportunity language • Added reasonable accommodation language
105 – Deferred Compensation Plan	<ul style="list-style-type: none"> • Deferred compensation plan description 	105 – Retirement Benefits and Deferred Compensation	<ul style="list-style-type: none"> • Social security language added • CalPERS retirement benefits explained • Deferred compensation plan
106 – Personnel Rules	<ul style="list-style-type: none"> • Working hours • Holidays • Vacations • On-call duty • Meal allowance • Sick leave • Bereavement leave • Jury duty leave • Military duty leave • Leave without Pay • Dress code 	No Change	<ul style="list-style-type: none"> • Working hours • Holidays ○ Adjust number of days to match local government average • Vacations ○ Adjust schedule to match local government average • On-call duty • Meal allowance • Sick leave • Executive leave ○ Added to match local government average • Bereavement leave • Jury duty leave • Time off to vote • Military duty leave • Leave without Pay • Dress code revised to limit potential legal exposure
107 – Purchase of Supplies and Equipment	<ul style="list-style-type: none"> • Process for purchasing supplies and equipment 	No Change	<ul style="list-style-type: none"> • Identified discrepancies in Section IV., deleted two words
108 – Purchase of Land and Relocation Assistance	<ul style="list-style-type: none"> • Process for purchasing land 	No Change	<ul style="list-style-type: none"> • Formatting changes only

RESOLUTION NO. 2019 – 9

A RESOLUTION OF THE BOARD OF DIRECTORS OF DIABLO WATER DISTRICT UPDATING DISTRICT REGULATIONS 101 - 108

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 statutes and industry trends;

WHEREAS, staff reviewed and provided suggested updates to the regulations as shown in Attachment A, here-in referenced and incorporated;

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

1. Updates District Regulations 101 – 108, as shown in Attachment A.

* * * *

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 June 26, 2019, by the following vote:

AYES:

NOES:

ABSENT:

DATED:

Dan Muelrath, Secretary

Attachment A

Regulations with Edits Incorporated

DIABLO WATER DISTRICT

REGULATION NO. 101

PROCEEDINGS OF THE BOARD OF DIRECTORS

Section I. Authority

- A. This regulation sets forth the rules for proceedings of the Board of Directors of the District established pursuant to Water Code SS 30521 and 30530 and Government Code S 54954.

Section II. Regular Meetings

- A. Regular meetings of the Board of Directors shall be held at the offices of the District at 87 Carol Lane, Oakley, California on the fourth Wednesday of each month commencing at 7:30 p.m. If a regular meeting falls on a holiday the meeting shall be held on the next business day.

Section III. Special Meetings

- A. Special meetings of the Board of Directors shall be held on the call of the president or any three directors.

Section IV. Meetings Open to Public, Notices of Meetings, Adjournment of Meetings

- A. All meetings and hearings of the Board of Directors shall be noticed and held, and may be adjourned or continued, in accordance with the provisions of the Ralph M. Brown Act (Government Code S 54950, et seq.) and as that Act may from time to time be amended and supplemented.

Section V. Conduct of Meeting

- A. The latest edition of Robert's Rules of Order shall govern the conduct of all meetings and hearings of the Board of Directors.

Section VI. Officers of the Board

- A. The officers of the Board of Directors shall be a President and Vice-president who shall be elected by the directors from their own number at the first meeting of the Board held in December of the even numbered years. Officers shall hold office for two years commencing the day after said election and until their successors are elected unless earlier removed from officer position by a majority vote of the entire board.
- B. In the event the office of President become vacant due to death, removal or resignation, the Vice-president shall serve as President until the completion of the 2 year term and a Vice President shall be elected to fill the remainder of the 2 year term.

DIABLO WATER DISTRICT

REGULATION NO. 102

CONFLICT OF INTEREST CODE

Section I. Political Reform Act

- A. The Political Reform Act, Government Code, Section 81000 et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes.

Section II. Fair Political Practices Commission

- A. The Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations, Section 18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments of the Political Reform Act. Therefore, the terms of 2 California Code of Regulations, Section 18730, and any amendments of it duly adopted by the Fair Political Practices Commission as well as all requirements of California Government Code Sections 87302, 87206, and 87207, outlined below, are hereby incorporated by reference. This statement with the attached Appendix shall constitute the Conflict of Interest Code of Diablo Water District.

Section III. Requirements

- A. The officials of the District who manage public investments are the Directors, the General Manager and the Treasurer. Each of them (and candidates for the office of Director) shall file statements of economic interests pursuant to Government Code, Section 87200. Upon receipt of the statements the Secretary shall make and retain a copy which shall be available for public inspection and reproduction and shall forward the original of these statements to the County of Contra Costa.
- B. Other District employees and District consultants designated in the Appendix shall file statements of economic interests in the disclosure categories stated in the Appendix. These statements shall be retained by the Secretary and shall be available for public inspection and reproduction.
- C. The first statement filed under this Conflict of Interest Code by a designated employee shall disclose any reportable investments, business positions, interests in real property, and income. An initial statement shall be filed by each designated employee within 30 days after the effective date of the Conflict of Interest Code, disclosing investments, business positions, and interests in real property held on the effective date of the Conflict of Interest Code and income received during the 12 months before the effective date of the Conflict of Interest Code. Thereafter, each new designated employee shall file a statement within 30 days after assuming office disclosing investments,

business positions, and interests in real property held on, and income received during the 12 months before, the date of assuming office. Each designated employee shall file an annual statement no later than April 1 of each year disclosing reportable investments, business positions, interest in real property and income held or received at any time during the previous calendar year or since the date the designated employee took office if during the calendar year. Every designated employee who leaves office shall file, within 30 days of leaving office, a statement disclosing reportable investments, business positions, interests in real property, and income held or received at any time during the period between the closing date of the last statement required to be filed and the date of leaving office.

- D. Any person who resigns within twelve (12) months of initial appointment, or within thirty (30) days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence, any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement. Any person who resigns a position within thirty (30) days of the date of a notice from the filing officer shall do both of the following:
1. File a written resignation with the appointing power; and

2. File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making of, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.
- E. No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:
 1. Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;
 2. Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;
 3. Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within twelve (12) months prior to the time

when the decision is made;

4. Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or
 5. Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$420 or more provided to, received by, or promised to the designated employee within twelve (12) months prior to the time when the decision is made.
- F. No designated employee shall be required to disqualify himself or herself with respect to any matter which could not legally be acted upon or decided without his or her participation.

APPENDIX
to the Conflict of Interest Code
of
Diablo Water District

Designated Positions

Administrative Analyst

General Counsel

Engineering Consultant

Disclosure Categories

All sources of income, interests in real property, investments, and business positions in business entities.

Accounting Operations Manager

Investments, business positions in business entities, and source of income which provide service, supplies, material, machinery or equipment of the type used by the District.

Manager of Maintenance and
Construction

Manager of Water Operations

Consultants

The General Manager may determine in writing that a particular consultant, although a "designated position", is engaged to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described herein. Such written determination shall include a description of the consultant's duties and based upon that description, a statement of the extent of disclosure requirements. The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

AMENDMENTS

Amended by the Board of Directors, Diablo Water District	1/18/2017
Amended by the Board of Directors, Diablo Water District	9/26/2012
Amended by the Board of Directors, Diablo Water District	11/22/2000
Amended by the Board of Directors, Diablo Water District	3/26/1997
Approved by the Board of Supervisors, Contra Costa County	9/27/1994
Adopted by the Board of Directors, Oakley Water District	12/22/1976

DIABLO WATER DISTRICT

REGULATION NO. 103

PROCEDURES FOR IMPLEMENTATION OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Section I. Purpose and Authority

- A. These procedures are adopted, pursuant to Public Resources Code § 21082, as the objectives, criteria and procedures for the evaluation of projects and the preparation of environmental impact reports and negative declarations pursuant to the California Environmental Quality Act (“CEQA”).

Section II. State Guidelines Incorporated by Reference

- A. The State Guidelines for Implementation of CEQA, as prescribed and as from time to time hereafter amended by the Secretary of Resources pursuant to Public Resources Code § 21083 (14 California Administrative Code § 15000, et seq.), are hereby adopted by incorporation by reference. See State Guidelines § 15050 (f). The words “local agency” wherever used in the State Guidelines shall mean the District unless manifestly incompatible with the intent of the State Guidelines.

Section III. Exempt Activities

- A. The following activities are exempt from the requirements of CEQA for which no environmental impact report or negative declaration is required.
1. Ministerial Projects. See State Guidelines § 15073. “Ministerial

projects” include actions that do not involve discretion and where the only determination that has to be made is whether there has been compliance with the District’s applicable regulations. The following are normally ministerial:

- (a) The connection or relocation of a customer’s service line that does not invoice a main extension and does not overburden the District’s distribution system.
- (b) Installation of a backflow prevention device.

B. Other acts may be determined to be ministerial on a case-by case basis.

- 1. Feasibility and Planning Studies (See State Guidelines § 15072)
- 2. Emergency Projects (See State Guidelines § 15071)
- 3. Categorically Exempt Projects (See State Guidelines Article 8, commencing with § 15100). The following is a list of specific activities of the District which are categorically exempt.

- (a) Class 1: Existing Facilities (See State Guidelines § 15101)
 - (i) Normal repair, maintenance and operation of the water treatment plant, mains, facilities and equipment used in the normal operations of the District.
 - (ii) Minor alterations of the foregoing that involve negligible or no expansion of use.

- (b) Class 2: Replacement or Reconstruction (See State Guidelines § 15102)

- (c) Class 3: New Construction or Conversion of Small Structures (See State Guidelines § 15103)
- (d) Class 4: Minor Alterations to Land (See State Guidelines § 15104)
 - (i) Installation of mains, pipes, valves and appurtenances by excavation, backfilling, and if necessary, repaving, provided the trenching is minor and the surface is restored.
 - (ii) Landscaping.
 - (iii) Grading with a slope of less than 10% without removal of mature scenic trees.
- (e) Class 6: Information Collection (See State Guidelines § 15106)
- (f) Class 9: Inspections (See State Guidelines § 15109)
- (g) Class 11: Accessory Structures (See State Guidelines § 15111)
- (h) Class 12: Surplus Government Property Sales (See State Guidelines § 15112)
 - (i) Sales of real or personal property of the District which has been declared to be surplus by the Board of Directors.

DIABLO WATER DISTRICT

REGULATION NO. 104

PERSONNEL POLICY AND EQUAL EMPLOYMENT OPPORTUNITY

Section I. At-Will Employment

- A. Employment by the District is at-will and has no specified term or tenure. Employment is at the mutual consent of the employee and the District and can be terminated at will, at any time, by the employee or the District. This means that any employee has the right to terminate the employment relationship at any time, either with or without cause or advance notice, and the District preserves the very same right. No one in the District has the legal ability or authority to alter the at-will nature of the employment relationship.

Section II. Equal Employment Opportunity

- A. The District prohibits discrimination against employees or applicants for employment on the basis of race, color, religion, sex, sexual identity, gender, gender expression, gender identity, national origin, ancestry, citizenship, age, marital status, physical or mental disability, medical condition, sexual orientation, genetic information, military and veteran status or any other basis protected by law. The District will afford equal employment opportunity to all qualified employees and applicants as to all

Adopted

Amended B/D OWD 3-25-81

Amended B/D DWD 7-28-93

Reg. No. 104, Page 1 of 2

terms and conditions of employment, including compensation, hiring, training, promotion, transfer, discipline, and termination. Refer to the Recruitment and Selection policy for information on the hiring process.

Section III. Reasonable Accommodation

A. The District provides employment-related reasonable accommodations to qualified individuals with disabilities in order to perform essential job functions and to victims of domestic violence, sexual assault, or stalking for their safety at work. An employee who desires a reasonable accommodation should make a request in writing to the Human Resources Department. The request must identify the job-related functions at issue and the desired accommodation(s). The District may require additional information, such as reasonable documentation of the existence of a disability. The District will arrange for a discussion with the employee to fully discuss all feasible potential reasonable accommodations. The District determines, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodations to provide. The District will not provide accommodations that would pose an undue hardship upon District finances or operations, or that would endanger the health or safety of the employee or others. The District will inform the employee of its decision in writing.

Adopted

Amended B/D OWD 3-25-81

Amended B/D DWD 7-28-93

Reg. No. 104, Page 2 of 2

DIABLO WATER DISTRICT

REGULATION NO. 105

RETIREMENT BENEFITS AND DEFERRED COMPENSATION

Section I. Social Security and Medicare

- A. Social Security and Medicare are programs set up by the U.S. federal government that provides retirement income, disability income, other financial benefits and health insurance to those who qualify. District employees pay the employee portion of Social Security and Medicare taxes.

Section II. CalPERS

- A. The District has a contract with the Public Employees Retirement System of the State of California (CalPERS). Employees are entitled to the benefits the District participates in and shall be subject to the obligations required for participation in one of two plans. Enrollment in CalPERS is automatic for all full-time employees and effective immediately upon hire. Part-time employees are eligible after working 1,000 hours in a fiscal year.

1. Individuals defined as “New Members” by California law (see below) will be enrolled in the 2% @ 62 plan and are by statute obligated to pay the full 100% of the Employee contribution:

- (a) A member who joined CalPERS prior to January 1, 2013, who, on or after January 1, 2013, is hired by a different CalPERS employer following a break in service of more than six months.

- (b) A new hire who joined CalPERS for the first time on or after January 1, 2013, and who has no prior membership in another California public retirement system.
 - (c) A new hire who joins CalPERS for the first time on or after January 1, 2013, and who was a member of another California public retirement system prior to that date, but who is not subject to reciprocity upon joining CalPERS
2. Individuals defined as “Classic Members” by California law will be enrolled in the 2.7% @ 55 plan and are obligated to pay the full 100% of the Employee contribution.

Section III. Health Benefits in Retirement

- A. See Regulation 114 for applicability and eligibility.

Section IV. Deferred Compensation Plan

- A. Authority: The Deferred Compensation Plan of Diablo Water District, herein referred to as "the Plan", is established pursuant to and in accordance with sections 53213 of the Government Code of the State of California and shall be an eligible deferred compensation plan as defined by section 457 of the Internal Revenue Code.
- B. Administration: The Plan shall be administered by the General Manager in accordance with policies and directions of the Board of Directors. The Board of Directors may from time to time interpret the provisions of the Plan and may adopt, amend, or rescind rules for the administration of the Plan. The

District may employ a bank, qualified insurance company, or qualified affiliate of an insurance company, herein referred to as "the Contract Administrator", to perform services in connection with the administration of the Plan.

- C. Participation Agreements: Any employee or officer of the District may participate in the Plan by entering into a participation agreement with the District which shall provide for the deferral of a portion of the Participant's compensation earned after the agreement is executed. The amount of compensation deferred shall be determined by the Participant. The agreement may be amended from time to time to increase, decrease or discontinue the deferral of compensation not yet earned. Deferral of compensation shall not begin before the first day of the calendar month following execution of the agreement or an amendment of the agreement.
- D. Amount of Compensation Deferred: The amount of compensation deferred shall be determined by the participant but shall not be less than the minimum nor more than the maximum herein provided.
 - 1. The minimum amount of compensation that may be deferred is twenty-five dollars per pay period.
 - 2. The maximum amount of compensation that may be deferred in any year shall be based upon the contribution limits set forth by the Internal Revenue Code or 100% of the participant's pay, whichever is less, for services performed for the District during said year.

3. Individuals age 50 and over can make additional pretax contributions to their plans, starting in the year they turn 50. The maximum annual catch-up contribution shall be based upon the contribution limits set forth by the Internal Revenue Code for said year.
- E. Ownership of Compensation Deferred: All amounts of compensation deferred under the Plan, all property and rights purchased with such amounts, and all income attributable to such amounts, property, or rights shall, until distributed to the Participant or the Participant's beneficiary, remain solely the property and rights of the District and shall be held by the District in trust for the exclusive benefit of the Participant or the Participant's beneficiary.
- F. Deferred Compensation Funds: The District shall transfer deferred compensation of a Deferred Compensation Fund ("the Fund") which it shall transmit to the Contract Administrator for investment. A book account shall be maintained for each Participant to which shall be credited all amounts of the Participant's compensation deferred under the plan and credited or debited all income or losses of the Fund attributable to such amounts.
- G. Investment of the Fund: The Contract Administrator shall make available a number of alternative vehicles for investment of the Fund each of which shall be permissible investments under the provisions of section 53609 of the Government Code.
 1. Each Participant may, in accordance with the rules and procedures established by the Contract Administrator from time to time designate

the vehicle or vehicles in which amounts in the Participant's book account shall be invested, and may designate transfers of amounts from one vehicle to another.

2. Each Participant shall receive not less frequently than quarterly, a statement from the Contract Administrator showing interest or other earnings credited to, and the total value of, the Participant's book account.

H. Distribution: The benefit to be paid to each participant or beneficiary of a Participant shall be the balance of the Participant's book account determined in accordance with section 6 hereof.

1. A participant shall be entitled to receive benefits under the Plan when the Participant's service with the District is terminated or upon reaching age 70 1/2. Prior thereto a Participant may with the approval of the Board of Directors withdraw part or all of his or her benefit under the Plan only to the extent required by an unforeseeable emergency (determined in the manner prescribed by regulations issued by the Secretary of the Treasury). Examples of unforeseeable emergency include illness or disability of the Participant or a person dependent on the Participant or other unexpected and unreimbursed expense not normally budgetable. Additionally, distributions shall be allowed for transfers or rollovers to another eligible retirement plan(s), such as the California Public Employees' Retirement System, notwithstanding any

limitations set forth above. Said transfers or rollovers shall not require the prior approval of the Board of Directors.

2. A participant may designate, and from time to time may change the designation of, one or more beneficiaries and contingent beneficiaries to whom the unpaid balance of the Participant's benefits shall be payable after the death of the Participant. If all the Participant's designated beneficiaries who survive the Participant die before the Participant's benefit has been fully paid, the unpaid balance thereof shall be paid in a lump sum to the estate, or to the person or persons entitled to the estate, of the Participant.
3. When a Participant or the designated beneficiary of a Participant becomes entitled to receive a benefit under the Plan, such person may elect to receive the benefits in a lump sum or in monthly, quarterly, semiannual or annual installments commencing at such time and in such fixed amount as such person shall request in writing, subject however to the following limitations.
 - (a) Payment to a Participant or to a surviving spouse of a Participant shall be made, or if in installments shall commence, not later than April 1 of the calendar year following the calendar year in which the Participant attains, or would have attained, age 70 1/2.
 - (b) Payment to a beneficiary other than a surviving spouse shall be made, or if in installments shall commence, not later than

January 1 of the year after the date of Participant's death.

- (c) The amount of each monthly installment payable to a Participant shall not be less than \$50.00 nor the amount which will result in at least two-thirds of the total amount payable to the Participant being paid during the life expectancy of such Participant (determined as of the commencement of the distribution).
 - (d) The amount of each monthly installment payable to the surviving spouse of a Participant shall not be less than \$50.00 nor less than an amount which will result in more than half of the entire amount payable to the surviving spouse being paid during the life expectancy of such surviving spouse (determined as of the commencement of the distribution).
 - (e) The amount of each monthly installment payable to a beneficiary other than the surviving spouse of the Participant shall not be less than \$50.00 nor the amount of the minimum installment which would have been payable to the Participant.
 - (f) A participant's beneficiary receiving a benefit in installments shall, on request, be paid the remaining balance of such person's benefit in one lump sum.
4. Income taxes shall be withheld from each benefit payment as required by the Internal Revenue Code and regulations issued by the Secretary of the Treasury.

- I. Amendment of Plan: The Board of Directors may from time to time amend the Plan, provided, however, that no amendment shall affect the right of any Participant or designated beneficiary to receive the benefit set forth in section 8 (a) resulting from compensation deferred prior to the amendment.
- J. Benefits Not Assignable: No participant or designated beneficiary shall have any right to sell, assign, transfer or encumber any benefit or right to receive payment under the Plan, nor shall any such benefit or payment be subject to attachment, garnishment or execution or be transferable by operation of law in the event of bankruptcy or insolvency, except to the extent otherwise provided by law notwithstanding this section.

DIABLO WATER DISTRICT

REGULATION NO. 106

PERSONNEL RULES

Section I. Working Hours

- A. The working hours of District employees shall be in accordance with a schedule established by the General Manager or his designee, which may be changed at any time.
- B. For non-exempt employees working a regularly scheduled workweek, any work performed in excess of eight hours on any workday and over 40 hours in the workweek is overtime work. All hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek, shall be compensated at one and one-half times the employee's hourly salary computed by dividing monthly salary by 173.33. All hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight hours on the seventh consecutive day of work in a workweek, shall be compensated at two times the employee's hourly salary. For employees working a regularly scheduled alternative workweek as established by the General Manager, any work in excess of the hours scheduled by the agreement up to 12 hours a day and over 40 hours in a workweek is overtime work and shall be compensated at one and

one-half times the employee's hourly salary computed by dividing monthly salary by 173.33. All hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight hours on the seventh consecutive day of work in a workweek, shall be compensated at two times the employee's hourly salary. Part-time employees shall receive overtime pay only after having worked 8 hours in a day or 40 hours in a week.

- C. A non-exempt employee shall, at their specific request, receive compensatory time off in lieu of overtime pay, subject to the following conditions.
 1. Requests for compensatory time off for overtime worked shall be made at times and in a manner acceptable to the General Manager. The specific dates of compensatory time off shall be subject to the approval of the General Manager or his designee who shall take into consideration the operational requirements of the District.
 2. The hours of compensatory time off allowed shall be limited to 1.5 times the hours of overtime worked that are compensable at the rate of 1.5 times hourly salary.
 3. No employee shall be allowed more than 80 hours of compensatory time off in any calendar year. At the end of each calendar year, or upon termination of employment, each employee shall be paid for any uncompensated overtime worked during the year at the employee's current hourly salary.

D. Exempt Executive employees, as defined by the Fair Labor Standards Act 541.100, are ineligible to earn overtime and therefore shall receive 10 days of executive leave per calendar year. Balance cannot be carried over from year to year and resets January 1st of each year.

Section II. Holidays

A. Twelve holidays are observed by the District, namely: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve.

1. Regular employees shall receive their regular salary for each holiday observed by the District.
2. Part-time employees working up to 86.67 hours per month shall receive four hours pay for each holiday observed by the District. Part-time employees working more than 86.67 hours per month shall receive a percentage of eight hours pay equivalent to the average percentage of full-time hours worked during the three pay periods prior to the holiday.

B. Employees assigned to work on a holiday shall be paid in addition to their regular salary one-and-one-half times their regular salary for the day.

C. Regular employees are provided 2 days of floating holiday per calendar year.
1. The floating holiday cannot be carried over from year to year and

balance resets January 1st of each year. The holiday must be exhausted in whole days.

Section III. Vacations

A. Employees shall be entitled to vacations on working days as follows:

- During the calendar year of initial employment: 10 days (prorated to the nearest whole day for the period of employment).
- During the second through fifth calendar years of compensated full-time employment: 12 days.
- During the sixth through tenth calendar years of compensated full-time employment: 15 days.
- During the eleventh through fifteenth years of compensated full-time employment: 20 days.
- During the sixteenth through twentieth years of compensated full-time employment: 23 days.
- During each year after the twentieth calendar year of compensated full-time employment: 25 days.

Part-time employees working up to 86.67 hours per month shall receive half the foregoing number of days. Part-time employees working more than 86.67 hours shall receive half the foregoing number of days adjusted quarterly based upon the percentage of full-time hours worked during the prior three pay periods.

- B. The specific dates on which an employee may be on vacation shall be subject to the approval of the General Manager or his designee.
- C. Vacation entitlement that is unused at the end of a calendar year may be carried over to, and used during, the following year provided that an employee shall not earn or be entitled to an accumulation of more than one-and-one-half times the employee's current annual vacation entitlement.
- D. Upon termination of employment the employee's vacation entitlement shall be the portion of their annual vacation entitlement prorated to the nearest whole day to the date of termination. The District shall pay the employee for each day of vacation entitlement that is unused at the date of termination, and shall deduct from the employee's salary for each day of used but unearned vacation, an amount equal to the employee's monthly salary divided by 21.67.

Section IV. On-Call Duty

- A. The General Manager shall assign supervisory and operations employees to on-call duty for periods of one week.
- B. An employee on-call shall perform such duties for the District as may require immediate action.
- C. During all times an employee is on-call, the employee shall:
 - 1. Have in their possession a portable communications device furnished by the District, and
 - 2. Have the means to arrive at the District office, corporation yard or the

work site in the District within 45 minutes after receiving a call.

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

- D. Employees shall not receive additional pay for being assigned to on-call duty except that an operations employee assigned to on-call duty without working a regular shift on a holiday recognized by the District or on the day of celebration of such holiday that occurs on a Saturday or Sunday shall be paid, in addition to their regular monthly salary, one-and-a-half times their regular salary for such day.
- E. Non-exempt employees called out after their regular working hours shall be paid one-and-one-half times their hourly salary (two-and-one-half times on a holiday recognized by the District or on the day of celebration of such holiday that occurs on a Saturday or Sunday) for the time called out but for not less than two hours. Hourly salary shall be computed by dividing monthly salary by 173.33.
- F. Each time an employee (other than the General Manager) is called out he or she shall be compensated for travel for twice the distance from the employee's home to the work site at the rate for travel by privately owned vehicle provided by Regulation No. 112, except that no payment shall be made if the call-out continues to or extends from the employee's regular working hours.

Section V. Meal Allowance

- A. An employee who works four or more hours of approved overtime preceding or following their regular shift shall be paid \$9 as reimbursement for a meal.

Section VI. Sick Leave

- A. Sick Leave is leave of absence without interruption of employment or deduction of compensation for any of the following reasons:
 1. The employee is physically or mentally unable to perform their duties due to illness, injury or medical condition.
 2. The employee has an infectious disease that creates a health hazard to other persons.
 3. The absence is for the purpose of obtaining professional diagnoses or treatment for a medical, dental or visual condition of the employee, or for other medical reasons of the employee, such as pregnancy or obtaining a physical examination.
 4. The absence is for the purpose of providing for the spouse, child, foster child (must provide the District proof of legal guardianship), parent, or grandparent of the employee or the child, foster child (must provide the District with proof of legal guardianship), parent, or grandparent of the spouse of the employee for any of the following: to attend to an illness at a residence or hospital, or to obtain professional diagnoses or treatment for a medical, dental or visual condition. No more than one

half of an employee's annual sick leave entitlement may be used for such purpose during a calendar year, provided, however, that if the employee does not have any accrued vacation or compensatory time off in lieu of overtime pay, the Board may permit the use of additional hours of sick leave. If the need is urgent, the General Manager may authorize said use until the next meeting of the Board.

- B. Each full-time employee shall be entitled to twelve days of sick leave with pay during each calendar year of employment. During the calendar year of initial employment, a full-time employee shall be credited one day of sick leave for each remaining full month in the calendar year and in addition shall be entitled to not less than 2 days from the date of initial employment. Part-time employees working up to 86.67 hours per month shall receive 48 hours of sick leave with pay during each calendar year of employment, prorated during the calendar year of initial employment. Part-time employees working more than 86.67 hours per month shall receive 48 hours of sick leave with pay during each calendar year of employment, adjusted quarterly based upon the percentage of full-time hours worked during the prior three pay periods, prorated during the calendar year of initial employment. All part-time employees shall be entitled to not less than 8 hours from the date of initial employment. The Board may at its discretion grant additional days of sick leave for a disabling illness of an employee. Accrued and unused sick leave

may be carried over to and used during subsequent years. No payment shall be made for unused sick leave on termination of employment. Any unused sick leave accumulated at the time of retirement shall be converted to credited service time in accordance with the provisions of the District's retirement plan with the California Public Employees' Retirement System.

- C. An employee on sick leave shall be paid their regular salary less the amount of any workers' compensation insurance payments received by the employee.
- D. The District may require an employee upon returning from sick leave to furnish a statement from the employee's health care provider of the date the employee is able to resume performance of their job and of any limitations on such performance. If sick leave is taken to attend the illness of a spouse, child, parent, grandparent of the employee or the child, parent, or grandparent of the spouse of the employee the District may require the employee to furnish a written statement of the illness from the person's health care provider.
- E. An employee on sick leave shall, at the request of the District, provide a written statement of the employee's health care provider, or of a health care provider designated by the District, that the employee is unable to perform their job due to a disabling illness or infectious disease.

Section VII. Bereavement Leave

- A. An employee absent from work by reason of the death of the spouse, child, parent, grandparent, grandchild, brother or sister of the employee or the

employee's living spouse shall be paid the employee's regular salary for such period the General Manager shall approve not in excess of ten days in any calendar year, or for such longer period as the Board of Directors may approve in the case of death of a relative of the employee.

Section VIII. Leave for Jury Duty or Court Appearance

- A. Upon receipt of a notice to appear for jury duty an employee shall immediately notify the General Manager. Depending on the effect the employee's absence will have on essential public service by the District, the General Manager may in his discretion seek to have the employee excused from jury duty.
- B. For jury duty up to 15 days the District shall pay the employee's regular salary less the amount (over and above any mileage allowance) paid by the court for such service.
- C. An employee served with a subpoena which compels their appearance as a witness, other than as a litigant or expert, shall be granted a leave of absence therefor and shall be paid their regular salary during such leave less any amount (over and above any mileage allowance) he or she receives for such appearance.

Section IX. Leave for Military Duty

- A. Any employee who is a member of the reserve corps of the armed forces of the United States or of the National Guard or the Naval Militia shall be entitled to a military leave of absence and to restoration to their former position upon

termination of such leave in accordance with the provisions of the California Military and Veterans Code.

Section X. Time off to Vote

- A. Employees will be granted up to 2 hours of paid time, on election day, to vote in local and/or national elections.
 1. At the supervisor's discretion, the time will be at the start/end of the workday or added on to lunch break.
 2. Proof of in-person voting must be provided upon the employees return to work.

Section XI. Leave without Pay

- A. Employees shall be granted leaves of absence without pay, for such periods not exceeding 12 weeks in any one calendar year for a family medical emergency or a pregnancy-related condition, in accordance with the requirements of the Federal Family and Medical Leave Act of 1993 ("FMLA") and the State of California Family Leave Act (CFLA) of 2004 which are incorporated herein. The Board of Directors may approve other reasonable and necessary purpose for leave of absence without pay.
- B. The period of absence on leave without pay shall not be included in the computation of retirement benefits, pay increases or seniority rights. While an employee is on leave without pay, the District will pay for the employee's medical or health insurance normally provided by the District, if required by

- the FMLA or CFLA. If the reason for the leave is not included in FMLA or CFLA, no medical or health insurance shall be provided by the District for the employee or their family, but the employee shall have the right to obtain such insurance for such period by paying the premium therefor.
- C. Employees on such leave shall report the status and expected date of termination of the leave to the General Manager not less frequently than once a month.
- D. Employment may be terminated if an employee fails to return to work within three working days after the scheduled end of such leave.

Section XII. Dress Code of Diablo Water District

- A. Diablo Water District is a governmental agency of the State of California. We carry the public trust for our community's water supply. Our credibility and professionalism is maintained, in part, by the image that employees present to customers and business visitors. We believe it is important that all District employees present to the public a clean, neat, conservative, safe and well-groomed appearance which is not distracting and doesn't call attention away from the business at hand. It is important that the public have confidence in our employees and that they feel comfortable while transacting business with the District.
- B. Office employees should dress conservatively in business or professional attire appropriate for a business office having face-to-face public contact. Field

employees should appear presentable and professional unless the nature of the work requires otherwise. An employee who is inappropriately groomed or attired may be asked to leave and to return to work after correcting the problem. Any employee asked to leave because of inappropriate dress or appearance will not be compensated for any time expended in correcting dress or appearance. Employees failing to return to work within a reasonable predetermined period of time as indicated by their supervisor in correct appearance or attire shall be deemed to have terminated their employment.

- C. Field employees will be provided with uniforms which include their names and the District logo.

Section XIII. Dual Employment

An employee shall not perform any after-working hours activity that may conflict with the employee's responsibilities to the District or may be subject to the control, inspection or contractual direction or regulation of the District. Prohibited after-working hours activities shall include but not be limited to installation, inspection or repair of meters, backflow prevention devices, water mains, valves, inspection or repair of any equipment, material or facilities owned, or to be owned, by the District or operated and maintained by the District under contract with third parties. The purpose of this section of the regulation is to prevent District liability arising from any activity by an employee beyond the employee's work for the District.

Amendments

Section 1 (a), (b), (c), and (d) Amended and Effective 1-17-18	Section 6 (b) amended 6-25-03.
Section 1 (c), 1 (d)(3), and 3 (b) Amended and Effective 6-28-17	Sections 12 & 13 effective 12-19-01.
Section 6 (b) amended 11-19-14	Section 6 deleted 3-22-00.
Section 6 (a) (4) amended 2-26-14	Section 6 effective 1-1-00.
Section 4 (c) (1) amended 2-27-08. Section 10 (a), (b), (c), & (d) amended 2-27-08. Section 12 amended 2-27-08.	
Section 10 (a) & (b) amended 12-21-05.	
Section 11 amended 11-23-05. Section 11 effective 10-1-05.	
Section 12, fourth paragraph amended 5-25-04.	
Section 2 (a) amended 2-25-04. Section 2 (a) effective 1-1-04.	
Section 3 (a) amended 2-25-04. Section 3 (a) effective 1-1-04.	
Section 6 (4) amended 2-25-04. Section 6 (4) effective 1-1-04.	
Section 6 (4b) amended 2-25-04. Section 6 (4b) effective 1-1-04.	
Section 1 (c) amended 6-25-03. Section 2 (a) amended 6-25-03. Section 3 (a) amended 6-25-03.	

DIABLO WATER DISTRICT

REGULATION NO. 107

PURCHASE OF SUPPLIES AND EQUIPMENT

Section I. Purpose and Authority

- A. The purpose of this regulation is to establish efficient policies and procedures governing purchases of supplies and equipment by the District to assure that purchases will be of the highest quality and at the lowest cost commensurate with need. This regulation is adopted pursuant to the provisions of Section 54202 of the Government Code of California. The laws of California shall govern in the event anything herein is inconsistent or in conflict therewith.

Section II. Purchasing Officer

- A. The General Manager shall, in addition to his other duties, be the Purchasing Officer of the District. The Purchasing Officer shall have the authority to purchase, and to negotiate and recommend execution of contracts for the purchase of, supplies and equipment required by the District in accordance with the procedures set forth in this regulation.

Section III. Formal Contract Procedure

- A. Supplies and equipment costing \$15,000 or more shall be purchased only after advertisement and solicitation of sealed bids from all responsible prospective suppliers known to the Purchasing Officer and an award of contract is made by

the Board of Directors. The Board in its discretion may reject any and all bids, otherwise a contract will be awarded to the lowest responsible bidder. In the event of tie bids, the Board may accept the one it chooses or accept the lowest bid made by negotiation with the tie bidders at the time of opening bids.

Section IV. Open Market Procedure

- A. Supplies and equipment costing less than \$15,000 may be purchased by the Purchasing Officer in the open market without inviting sealed bids. If the price exceeds \$500, the Purchasing Officer shall keep a record of all quotations received and all open market orders and purchases made which shall be available for public inspection for at least one year after delivery of the supplies and equipment.

Section V. Purchases from Sole Vendor

- A. The procedures in Sections 3 and 4 need not be followed whenever the Purchasing Officer determines that the supply or equipment required by the District is available from only one vendor.

Section VI. Emergency Purchases

- A. The procedures here may be modified to the extent reasonably necessary to meet time requirements in the event of an emergency which interrupts, or threatens to interrupt, the water service provided by the District. The Purchasing Officer shall report the details of each emergency purchase to the Board of Directors at its next regular meeting.

DIABLO WATER DISTRICT

REGULATION NO. 108

PROCEDURES FOR PURCHASE OF LAND AND RELOCATION ASSISTANCE

Section I. Procedures

- A. The acquisition of real property shall be in accordance with the provisions of Government Code 7267 to 7267.8.

Section II. Relocation Assistance

- A. Relocation assistance and payments under the provisions of Chapter 16 of Division 7 of Title 1 of the Government Code (commencing with 7260) shall be administered and implemented in conformity with the guidelines adopted by the Commission of Housing and Community Development.

Attachment B

Redline Version of Regulation Edits

DIABLO WATER DISTRICT

REGULATION NO. 101

PROCEEDINGS OF THE BOARD OF DIRECTORS

Section I. Authority

- A. This regulation sets forth the rules for proceedings of the Board of Directors of the District established pursuant to Water Code SS 30521 and 30530 and Government Code S 54954.

Section II. Regular Meetings

- A. Regular meetings of the Board of Directors shall be held at the offices of the District at 87 Carol Lane, Oakley, California on the fourth Wednesday of each month commencing at 7:30 p.m. If a regular meeting falls on a holiday the meeting shall be held on the next business day.

Section III. Special Meetings

- A. Special meetings of the Board of Directors shall be held on the call of the president or any three directors.

Section IV. Meetings Open to Public, Notices of Meetings, Adjournment of Meetings

- A. All meetings and hearings of the Board of Directors shall be noticed and held, and may be adjourned or continued, in accordance with the provisions of the Ralph M. Brown Act (Government Code S 54950, et seq.) and as that Act may from time to time be amended and supplemented.

Section V. Conduct of Meeting

- A. The latest edition of Robert's Rules of Order shall govern the conduct of all meetings and hearings of the Board of Directors.

Section VI. Officers of the Board

- A. The officers of the Board of Directors shall be a President and Vice-president who shall be elected by the directors from their own number at the first meeting of the Board held in December of the even numbered years. Officers shall hold office for two years commencing the day after said election and until their successors are elected unless earlier removed from officerr position by a majority vote of the entire board.
- B. In the event the office of President become vacant due to death, removal or resignation, the Vice-president shall serve as President until the completion of the 2 year term and a Vice President shall be elected to fill the remainder of the 2 year term.

DIABLO WATER DISTRICT

REGULATION NO. 102

CONFLICT OF INTEREST CODE

Section I. Political Reform Act

- A. The Political Reform Act, Government Code, Section 81000 et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes.

Section II. Fair Political Practices Commission

- A. The Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations, Section 18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments of the Political Reform Act. Therefore, the terms of 2 California Code of Regulations, Section 18730, and any amendments of it duly adopted by the Fair Political Practices Commission as well as all requirements of California Government Code Sections 87302, 87206, and 87207, outlined below, are hereby incorporated by reference. This statement with the attached Appendix shall constitute the Conflict of Interest Code of Diablo Water District.

Section III. Requirements

- A. The officials of the District who manage public investments are the Directors, the General Manager and the Treasurer. Each of them (and candidates for the office of Director) shall file statements of economic interests pursuant to Government Code, Section 87200. Upon receipt of the statements the Secretary shall make and retain a copy which shall be available for public inspection and reproduction and shall forward the original of these statements to the County of Contra Costa.
- B. Other District employees and District consultants designated in the Appendix shall file statements of economic interests in the disclosure categories stated in the Appendix. These statements shall be retained by the Secretary and shall be available for public inspection and reproduction.
- C. The first statement filed under this Conflict of Interest Code by a designated employee shall disclose any reportable investments, business positions, interests in real property, and income. An initial statement shall be filed by each designated employee within 30 days after the effective date of the Conflict of Interest Code, disclosing investments, business positions, and interests in real property held on the effective date of the Conflict of Interest Code and income received during the 12 months before the effective date of the Conflict of Interest Code. Thereafter, each new designated employee shall file a statement within 30 days after assuming office disclosing investments,

business positions, and interests in real property held on, and income received during the 12 months before, the date of assuming office. Each designated employee shall file an annual statement no later than April 1 of each year disclosing reportable investments, business positions, interest in real property and income held or received at any time during the previous calendar year or since the date the designated employee took office if during the calendar year. Every designated employee who leaves office shall file, within 30 days of leaving office, a statement disclosing reportable investments, business positions, interests in real property, and income held or received at any time during the period between the closing date of the last statement required to be filed and the date of leaving office.

- D. Any person who resigns within twelve (12) months of initial appointment, or within thirty (30) days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence, any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement. Any person who resigns a position within thirty (30) days of the date of a notice from the filing officer shall do both of the following:
1. File a written resignation with the appointing power; and

2. File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making of, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.
- E. No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:
 1. Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;
 2. Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;
 3. Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within twelve (12) months prior to the time

when the decision is made;

4. Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or
 5. Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$420 or more provided to, received by, or promised to the designated employee within twelve (12) months prior to the time when the decision is made.
- F. No designated employee shall be required to disqualify himself or herself with respect to any matter which could not legally be acted upon or decided without his or her participation.

**APPENDIX
to the Conflict of Interest Code
of
Diablo Water District**

<u>Designated Positions</u>	<u>Disclosure Categories</u>
Administrative Analyst	All sources of income, interests in real property, investments, and business positions in business entities.
General Counsel	
Engineering Consultant	
Accounting Operations Manager	Investments, business positions in business entities, and source of income which provide
Manager of Maintenance and Construction	service, supplies, material, machinery or equipment of the type used by the District.
Manager of Water Operations	
Consultants	The General Manager may determine in writing that a particular consultant, although a "designated position", is engaged to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described herein. Such written determination shall include a description of the consultant's duties and based upon that description, a statement of the extent of disclosure requirements. The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

AMENDMENTS

Amended by the Board of Directors, Diablo Water District	1/18/2017
Amended by the Board of Directors, Diablo Water District	9/26/2012
Amended by the Board of Directors, Diablo Water District	11/22/2000
Amended by the Board of Directors, Diablo Water District	3/26/1997
Approved by the Board of Supervisors, Contra Costa County	9/27/1994
Adopted by the Board of Directors, Oakley Water District	12/22/1976

DIABLO WATER DISTRICT

REGULATION NO. 103

PROCEDURES FOR IMPLEMENTATION OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Section I. Purpose and Authority

- A. These procedures are adopted, pursuant to Public Resources Code § 21082, as the objectives, criteria and procedures for the evaluation of projects and the preparation of environmental impact reports and negative declarations pursuant to the California Environmental Quality Act (“CEQA”).

Section II. State Guidelines Incorporated by Reference.

- A. The State Guidelines for Implementation of CEQA, as prescribed and as from time to time hereafter amended by the Secretary of Resources pursuant to Public Resources Code § 21083 (14 California Administrative Code § 15000, et seq.), are hereby adopted by incorporation by reference. See State Guidelines § 15050 (f). The words “local agency” wherever used in the State Guidelines shall mean the District unless manifestly incompatible with the intent of the State Guidelines.

Section III. Exempt Activities

- A. The following activities are exempt from the requirements of CEQA for which no environmental impact report or negative declaration is required.
1. Ministerial Projects. See State Guidelines § 15073. “Ministerial

projects” include actions that do not involve discretion and where the only determination that has to be made is whether there has been compliance with the District’s applicable regulations. The following are normally ministerial:

- (a) The connection or relocation of a customer’s service line that does not invoice a main extension and does not overburden the District’s distribution system.
- (b) Installation of a backflow prevention device.

B. Other acts may be determined to be ministerial on a case-by case basis.

- 1. Feasibility and Planning Studies (See State Guidelines § 15072)
- 2. Emergency Projects (See State Guidelines § 15071)
- 3. Categorically Exempt Projects (See State Guidelines Article 8, commencing with § 15100). The following is a list of specific activities of the District which are categorically exempt.

- (a) Class 1: Existing Facilities (See State Guidelines § 15101)
 - (i) Normal repair, maintenance and operation of the water treatment plant, mains, facilities and equipment used in the normal operations of the District.
 - (ii) Minor alterations of the foregoing that involve negligible or no expansion of use.

- (b) Class 2: Replacement or Reconstruction (See State Guidelines § 15102)

- (c) Class 3: New Construction or Conversion of Small Structures (See State Guidelines § 15103)
- (d) Class 4: Minor Alterations to Land (See State Guidelines § 15104)
 - (i) Installation of mains, pipes, valves and appurtenances by excavation, backfilling, and if necessary, repaving, provided the trenching is minor and the surface is restored.
 - (ii) Landscaping.
 - (iii) Grading with a slope of less than 10% without removal of mature scenic trees.
- (e) Class 6: Information Collection (See State Guidelines § 15106)
- (f) Class 9: Inspections (See State Guidelines § 15109)
- (g) Class 11: Accessory Structures (See State Guidelines § 15111)
- (h) Class 12: Surplus Government Property Sales (See State Guidelines § 15112)
 - (i) Sales of real or personal property of the District which has been declared to be surplus by the Board of Directors.

DIABLO WATER DISTRICT

REGULATION NO. 104

~~PERSONNEL POLICY AND AFFIRMATIVE ACTION EQUAL EMPLOYMENT OPPORTUNITY PROGRAM OF DIABLO WATER DISTRICT~~

Section I. At-Will Employment

A. Employment by the District is at-will and has no specified term or tenure. Employment is at the mutual consent of the employee and the District and can be terminated at will, at any time, by the employee or the District. This means that any employee has the right to terminate the employment relationship at any time, either with or without cause or advance notice, and the District preserves the very same right. No one in the District has the legal ability or authority to alter the at-will nature of the employment relationship.

Section II. Equal Employment Opportunity

A. The District prohibits discrimination against employees or applicants for employment on the basis of race, color, religion, sex, sexual identity, gender, gender expression, gender identity, national origin, ancestry, citizenship, age, marital status, physical or mental disability, medical condition, sexual orientation, genetic information, military and veteran status or any other basis protected by law. The District will afford equal

employment opportunity to all qualified employees and applicants as to all terms and conditions of employment, including compensation, hiring, training, promotion, transfer, discipline, and termination. Refer to the Recruitment and Selection policy for information on the hiring process.

Section III. Reasonable Accommodation

A. The District provides employment-related reasonable accommodations to qualified individuals with disabilities in order to perform essential job functions and to victims of domestic violence, sexual assault, or stalking for their safety at work. An employee who desires a reasonable accommodation should make a request in writing to the Human Resources Department. The request must identify the job-related functions at issue and the desired accommodation(s). The District may require additional information, such as reasonable documentation of the existence of a disability. The District will arrange for a discussion with the employee to fully discuss all feasible potential reasonable accommodations. The District determines, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodations to provide. The District will not provide accommodations that would pose an undue hardship upon District finances or operations, or that would endanger the health or safety of the employee or others. The District will inform the employee of its decision in writing.

1. Purpose: This statement of policy and affirmative action program is adopted by

Adopted

Amended B/D OWD 3-25-81

Amended B/D DWD 7-28-93

Reg. No. 104, Page 2 of 4

~~Diablo Water District to assure equal opportunity of employment consistent with Executive Order No. 11246 of the President of the United States and the guidelines of the Fair Employment Practice Commission of the State of California.~~

2. Commitment to Affirmative Action: Diablo Water District shall

 - (a) provide equal opportunity for all without regard to race, religion, national origin, sex or age;
 - (b) take aggressive steps to increase the utilization of ethnic minorities and women at all job levels and in all segments of the work force where deficiencies exist;
 - (c) insure that the affirmative action concept will apply to all employment practices, such as recruitment, selection, transfers, promotions, training, compensation, benefits and terminations; and
 - (d) require full cooperation from all employees.
3. Responsibility of General Manager: The General Manager of the District shall be responsible for

 - (a) planning, coordinating, implementing, evaluating and reporting on all phases of the affirmative action program;
 - (b) making employment decisions that are consistent with the objectives of the affirmative action program.
4. Responsibility of Each Employee: Each employee shall be responsible for creating a work climate conducive to the District's goals herein set forth. Rating of an individual's performance will include criteria for evaluating the extent to which this responsibility is met. Inadequate cooperation or obstruction of the program may result in disciplinary action just as would any other violation of District policy.

Adopted

Amended B/D OWD 3-25-81

Amended B/D DWD 7-28-93

Reg. No. 104, Page 3 of 4

5. Recruitment of New Employees: In recruiting new employees, the General Manager shall

 - (a) inform regular and newly established recruitment sources about the affirmative action program;
 - (b) contact community organizations, especially those who provide services to minorities and women; and
 - (c) design job announcements in a manner that attracts minorities and women;
6. Dissemination: The General Manager shall deliver a copy of this statement and shall explain the program to each employee of the District.

DIABLO WATER DISTRICT

REGULATION NO. 105

RETIREMENT BENEFITS AND DEFERRED COMPENSATION PLAN

Section I. Social Security and Medicare

A. Social Security and Medicare are programs set up by the U.S. federal government that provides retirement income, disability income, other financial benefits and health insurance to those who qualify. District employees pay the employee portion of Social Security and Medicare taxes.

Section II. CalPERS

A. The District has a contract with the Public Employees Retirement System of the State of California (CalPERS). Employees are entitled to the benefits the District participates in and shall be subject to the obligations required for participation in one of two plans. Enrollment in CalPERS is automatic for all full-time employees and effective immediately upon hire. Part-time employees are eligible after working 1,000 hours in a fiscal year.

1. Individuals defined as “New Members” by California law (see below) will be enrolled in the 2% @ 62 plan and are by statute obligated to pay the full 100% of the Employee contribution:

(a) A member who joined CalPERS prior to January 1, 2013, who, on or after January 1, 2013, is hired by a different CalPERS employer following a break in service of more than six months.

(b) A new hire who joined CalPERS for the first time on or after January 1, 2013, and who has no prior membership in another California public retirement system.

(c) A new hire who joins CalPERS for the first time on or after January 1, 2013, and who was a member of another California public retirement system prior to that date, but who is not subject to reciprocity upon joining CalPERS

2. Individuals defined as "Classic Members" by California law will be enrolled in the 2.7% @ 55 plan and are obligated to pay the full 100% of the Employee contribution.

Section III. Health Benefits in Retirement

A. See Regulation 114 for applicability and eligibility.

Section IV. Deferred Compensation Plan

A. Authority: The Deferred Compensation Plan of Diablo Water District, herein referred to as "the Plan", is established pursuant to and in accordance with sections 53213 of the Government Code of the State of California and shall be an eligible deferred compensation plan as defined by section 457 of the Internal Revenue Code.

B. Administration: The Plan shall be administered by the General Manager in accordance with policies and directions of the Board of Directors. The Board of Directors may from time to time interpret the provisions of the Plan and may adopt, amend, or rescind rules for the administration of the Plan. The

District may employ a bank, qualified insurance company, or qualified affiliate of an insurance company, herein referred to as "the Contract Administrator", to perform services in connection with the administration of the Plan.

- C. Participation Agreements: Any employee or officer of the District may participate in the Plan by entering into a participation agreement with the District which shall provide for the deferral of a portion of the Participant's compensation earned after the agreement is executed. The amount of compensation deferred shall be determined by the Participant. The agreement may be amended from time to time to increase, decrease or discontinue the deferral of compensation not yet earned. Deferral of compensation shall not begin before the first day of the calendar month following execution of the agreement or an amendment of the agreement.
- D. Amount of Compensation Deferred: The amount of compensation deferred shall be determined by the participant but shall not be less than the minimum nor more than the maximum herein provided.
 - 1. The minimum amount of compensation that may be deferred is twenty-five dollars per pay period.
 - 2. The maximum amount of compensation that may be deferred in any year shall be based upon the contribution limits set forth by the Internal Revenue Code or 100% of the participant's pay, whichever is less, for services performed for the District during said year.

3. Individuals age 50 and over can make additional pretax contributions to their plans, starting in the year they turn 50. The maximum annual catch-up contribution shall be based upon the contribution limits set forth by the Internal Revenue Code for said year.
- E. Ownership of Compensation Deferred: All amounts of compensation deferred under the Plan, all property and rights purchased with such amounts, and all income attributable to such amounts, property, or rights shall, until distributed to the Participant or the Participant's beneficiary, remain solely the property and rights of the District and shall be held by the District in trust for the exclusive benefit of the Participant or the Participant's beneficiary.
- F. Deferred Compensation Funds: The District shall transfer deferred compensation of a Deferred Compensation Fund ("the Fund") which it shall transmit to the Contract Administrator for investment. A book account shall be maintained for each Participant to which shall be credited all amounts of the Participant's compensation deferred under the plan and credited or debited all income or losses of the Fund attributable to such amounts.
- G. Investment of the Fund: The Contract Administrator shall make available a number of alternative vehicles for investment of the Fund each of which shall be permissible investments under the provisions of section 53609 of the Government Code.
 1. Each Participant may, in accordance with the rules and procedures established by the Contract Administrator from time to time designate

the vehicle or vehicles in which amounts in the Participant's book account shall be invested, and may designate transfers of amounts from one vehicle to another.

2. Each Participant shall receive not less frequently than quarterly, a statement from the Contract Administrator showing interest or other earnings credited to, and the total value of, the Participant's book account.

H. Distribution: The benefit to be paid to each participant or beneficiary of a Participant shall be the balance of the Participant's book account determined in accordance with section 6 hereof.

1. A participant shall be entitled to receive benefits under the Plan when the Participant's service with the District is terminated or upon reaching age 70 1/2. Prior thereto a Participant may with the approval of the Board of Directors withdraw part or all of his or her benefit under the Plan only to the extent required by an unforeseeable emergency (determined in the manner prescribed by regulations issued by the Secretary of the Treasury). Examples of unforeseeable emergency include illness or disability of the Participant or a person dependent on the Participant or other unexpected and unreimbursed expense not normally budgetable. Additionally, distributions shall be allowed for transfers or rollovers to another eligible retirement plan(s), such as the California Public Employees' Retirement System, notwithstanding any

limitations set forth above. Said transfers or rollovers shall not require the prior approval of the Board of Directors.

2. A participant may designate, and from time to time may change the designation of, one or more beneficiaries and contingent beneficiaries to whom the unpaid balance of the Participant's benefits shall be payable after the death of the Participant. If all the Participant's designated beneficiaries who survive the Participant die before the Participant's benefit has been fully paid, the unpaid balance thereof shall be paid in a lump sum to the estate, or to the person or persons entitled to the estate, of the Participant.
3. When a Participant or the designated beneficiary of a Participant becomes entitled to receive a benefit under the Plan, such person may elect to receive the benefits in a lump sum or in monthly, quarterly, semiannual or annual installments commencing at such time and in such fixed amount as such person shall request in writing, subject however to the following limitations.
 - (a) Payment to a Participant or to a surviving spouse of a Participant shall be made, or if in installments shall commence, not later than April 1 of the calendar year following the calendar year in which the Participant attains, or would have attained, age 70 1/2.
 - (b) Payment to a beneficiary other than a surviving spouse shall be made, or if in installments shall commence, not later than

January 1 of the year after the date of Participant's death.

- (c) The amount of each monthly installment payable to a Participant shall not be less than \$50.00 nor the amount which will result in at least two-thirds of the total amount payable to the Participant being paid during the life expectancy of such Participant (determined as of the commencement of the distribution).
 - (d) The amount of each monthly installment payable to the surviving spouse of a Participant shall not be less than \$50.00 nor less than an amount which will result in more than half of the entire amount payable to the surviving spouse being paid during the life expectancy of such surviving spouse (determined as of the commencement of the distribution).
 - (e) The amount of each monthly installment payable to a beneficiary other than the surviving spouse of the Participant shall not be less than \$50.00 nor the amount of the minimum installment which would have been payable to the Participant.
 - (f) A participant's beneficiary receiving a benefit in installments shall, on request, be paid the remaining balance of such person's benefit in one lump sum.
4. Income taxes shall be withheld from each benefit payment as required by the Internal Revenue Code and regulations issued by the Secretary of the Treasury.

- I. Amendment of Plan: The Board of Directors may from time to time amend the Plan, provided, however, that no amendment shall affect the right of any Participant or designated beneficiary to receive the benefit set forth in section 8 (a) resulting from compensation deferred prior to the amendment.
- J. Benefits Not Assignable: No participant or designated beneficiary shall have any right to sell, assign, transfer or encumber any benefit or right to receive payment under the Plan, nor shall any such benefit or payment be subject to attachment, garnishment or execution or be transferable by operation of law in the event of bankruptcy or insolvency, except to the extent otherwise provided by law notwithstanding this section.

DIABLO WATER DISTRICT

REGULATION NO. 106

PERSONNEL RULES

Section I. Working Hours

- A. The working hours of District employees shall be in accordance with a schedule established by the General Manager or his designee, which may be changed at any time.
- B. For non-exempt employees working a regularly scheduled workweek, any work performed in excess of eight hours on any workday and over 40 hours in the workweek is overtime work. All hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek, shall be compensated at one and one-half times the employee's hourly salary computed by dividing monthly salary by 173.33. All hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight hours on the seventh consecutive day of work in a workweek, shall be compensated at two times the employee's hourly salary. For employees working a regularly scheduled alternative workweek as established by the General Manager, any work in excess of the hours scheduled by the agreement up to 12 hours a day and over 40 hours in a workweek is overtime work and shall be compensated at one and

one-half times the employee's hourly salary computed by dividing monthly salary by 173.33. All hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight hours on the seventh consecutive day of work in a workweek, shall be compensated at two times the employee's hourly salary. Part-time employees shall receive overtime pay only after having worked 8 hours in a day or 40 hours in a week.

- C. A ~~non-exempt~~ employee shall, at his or her specific request, receive compensatory time off in lieu of overtime pay, subject to the following conditions.

1. Requests for compensatory time off for overtime worked shall be made at times and in a manner acceptable to the General Manager. The specific dates of compensatory time off shall be subject to the approval of the General Manager or his designee who shall take into consideration the operational requirements of the District.
2. The hours of compensatory time off allowed shall be limited to 1.5 times the hours of overtime worked that are compensable at the rate of 1.5 times hourly salary.
3. No employee shall be allowed more than 80 hours of compensatory time off in any calendar year. At the end of each calendar year, or upon termination of employment, each employee shall be paid for any uncompensated overtime worked during the year at the employee's

current hourly salary.

- D. Exempt Executive employees, as defined by the Fair Labor Standards Act 541.100, are ineligible to earn overtime and therefore shall receive 10 days of executive leave per calendar year. Balance cannot be carried over from year to year and resets January 1st of each year.

Section II. Holidays

- A. Twelven holidays are observed by the District, namely: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, and Christmas Day and New Year's Eve.

1. Regular employees shall receive their regular salary for each holiday observed by the District.
2. Part-time employees working up to 86.67 hours per month shall receive four hours pay for each holiday observed by the District. Part-time employees working more than 86.67 hours per month shall receive a percentage of eight hours pay equivalent to the average percentage of full-time hours worked during the three pay periods prior to the holiday.

- B. Employees assigned to work on a holiday shall be paid in addition to his or her their regular salary one-and-one-half times his or her their regular salary for the day.

- C. Regular employees are provided 2 days of floating holiday per calendar year.

1. The floating holiday cannot be carried over from year to year and balance resets January 1st of each year. The holiday must be exhausted in whole days.

Section III. Vacations

A. Employees shall be entitled to vacations on working days as follows:

- During the calendar year of initial employment: ~~the equivalent of five~~¹⁰ days ~~(per year~~ prorated to the nearest whole day for the period of employment).
- During the second through fifth calendar years of compensated full-time employment: 1~~20~~ days.
- During the sixth through ~~tenth~~^{fifteenth} calendar years of compensated full-time employment: 15 days.
- During the eleventh through fifteenth years of compensated full-time employment: 20 days.
- During the sixteenth through twentieth years of compensated full-time employment: 2~~30~~ days.
- During each year after the twentieth calendar year of compensated full-time employment: 25 days.

Part-time employees working up to 86.67 hours per month shall receive half the foregoing number of days. Part-time employees working more than 86.67 hours shall receive half the foregoing number of days adjusted quarterly based

- upon the percentage of full-time hours worked during the prior three pay periods.
- B. The specific dates on which an employee may be on vacation shall be subject to the approval of the General Manager or his designee.
- C. Vacation entitlement that is unused at the end of a calendar year may be carried over to, and used during, the following year provided that an employee shall not earn or be entitled to an accumulation of more than one-and-one-half times the employee's current annual vacation entitlement.
- D. Upon termination of employment the employee's vacation entitlement shall be the portion of ~~his or her~~their annual vacation entitlement prorated to the nearest whole day to the date of termination. The District shall pay the employee for each day of vacation entitlement that is unused at the date of termination, and shall deduct from the employee's salary for each day of used but unearned vacation, an amount equal to the employee's monthly salary divided by 21.67.

Section IV. On-Call Duty

- A. The General Manager shall assign supervisory and operations employees to on-call duty for periods of one week.
- B. An employee on-call shall perform such duties for the District as may require immediate action.
- C. During all times an employee is on-call, the employee shall:

1. H[“]have in his or hertheir possession a portable communications device furnished by the District, and[”]
 2. Hhave the means to arrive at the District office, corporation yard or the work site in the District within 45 minutes after receiving a call. Employees shall respond to calls immediately upon receipt thereof and shall be deemed to have been called out if required by the call to leave the place where the call is received for any period of time.
- D. Employees shall not receive additional pay for being assigned to on-call duty except that an operations employee assigned to on-call duty without working a regular shift on a holiday recognized by the District or on the day of celebration of such holiday that occurs on a Saturday or Sunday shall be paid, in addition to his or hertheir regular monthly salary, one-and-a-half times his or hertheir regular salary for such day.
- E. (e) An employee (other than the General Manager)Non-exempt employees called out after his or hertheir regular working hours shall be paid one-and-one-half times his or hertheir hourly salary (two-and-one-half times on a holiday recognized by the District or on the day of celebration of such holiday that occurs on a Saturday or Sunday) for the time called out but for not less than two hours. Hourly salary shall be computed by dividing monthly salary by 173.33.
- F. Each time an employee (other than the General Manager) is called out he or

she shall be compensated for travel for twice the distance from the employee's home to the work site at the rate for travel by privately owned vehicle provided by Regulation No. 112, except that no payment shall be made if the call-out continues to or extends from the employee's regular working hours.

Section V. Meal Allowance

- A. An employee who works four or more hours of approved overtime preceding or following ~~his or her~~their regular shift shall be paid \$9 as reimbursement for a meal.

Section VI. Sick Leave

- A. Sick Leave is leave of absence without interruption of employment or deduction of compensation for any of the following reasons:
 - 1. The employee is physically or mentally unable to perform ~~his or~~hertheir duties due to illness, injury or medical condition.
 - 2. The employee has an infectious disease that creates a health hazard to other persons.
 - 3. The absence is for the purpose of obtaining professional diagnoses or treatment for a medical, dental or visual condition of the employee, or for other medical reasons of the employee, such as pregnancy or obtaining a physical examination.
 - 4. The absence is for the purpose of providing for the spouse, child, foster child (must provide the District proof of legal guardianship), parent, or

grandparent of the employee or the child, foster child (must provide the District with proof of legal guardianship), parent, or grandparent of the spouse of the employee for any of the following: to attend to an illness at a residence or hospital, or to obtain professional diagnoses or treatment for a medical, dental or visual condition. No more than one half of an employee's annual sick leave entitlement may be used for such purpose during a calendar year, provided, however, that if the employee does not have any accrued vacation or compensatory time off in lieu of overtime pay, the Board may permit the use of additional hours of sick leave. If the need is urgent, the General Manager may authorize said use until the next meeting of the Board.

- B. Each full-time employee shall be entitled to twelve days of sick leave with pay during each calendar year of employment. During the calendar year of initial employment, a full-time employee shall ~~aerue be credited~~ one day of sick leave for each remaining full month in the calendar year and in addition shall be entitled to not less than ~~62~~ days from the date of initial employment. Part-time employees working up to 86.67 hours per month shall receive 48 hours of sick leave with pay during each calendar year of employment, prorated during the calendar year of initial employment. Part-time employees working more than 86.67 hours per month shall receive 48 hours of sick leave with pay during each calendar year of employment, adjusted quarterly based upon the

percentage of full-time hours worked during the prior three pay periods, prorated during the calendar year of initial employment. All part-time employees shall be entitled to not less than 848 hours from the date of initial employment. The Board may at its discretion grant additional days of sick leave for a disabling illness of an employee. Accrued and unused sick leave may be carried over to and used during subsequent years. No payment shall be made for unused sick leave on termination of employment. Any unused sick leave accumulated at the time of retirement shall be converted to credited service time in accordance with the provisions of the District's retirement plan with the California Public Employees' Retirement System.

- C. An employee on sick leave shall be paid his or hertheir regular salary less the amount of any workers' compensation insurance payments received by the employee.
- D. The District may require an employee upon returning from sick leave to furnish a statement from the employee's health care provider of the date the employee is able to resume performance of his or hertheir job and of any limitations on such performance. If sick leave is taken to attend the illness of a spouse, child, parent, grandparent of the employee or the child, parent, or grandparent of the spouse of the employee the District may require the employee to furnish a written statement of the illness from the person's health care provider.

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

Section VII. Bereavement Leave

- A. An employee absent from work by reason of the death of the spouse, child, parent, grandparent, grandchild, brother or sister of the employee or the employee's living spouse shall be paid the employee's regular salary for such period the General Manager shall approve not in excess of ten days in any calendar year, or for such longer period as the Board of Directors may approve in the case of death of a relative of the employee.

Section VIII. Leave for Jury Duty or Court Appearance

- A. Upon receipt of a notice to appear for jury duty an employee shall immediately notify the General Manager. Depending on the effect the employee's absence will have on essential public service by the District, the General Manager may in his discretion seek to have the employee excused from jury duty.
- B. For jury duty up to 15 days the District shall pay the employee's regular salary less the amount (over and above any mileage allowance) paid by the court for such service.
- C. An employee served with a subpoena which compels his or hertheir appearance as a witness, other than as a litigant or expert, shall be granted a

leave of absence therefor and shall be paid his or hertheir regular salary during such leave less any amount (over and above any mileage allowance) he or she receives for such appearance.

Section IX. Leave for Military Duty

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

Section X. Time off to Vote

- A. Employees will be granted up to 2 hours of paid time, on election day, to vote in local and/or national elections.
1. At the supervisor's discretion, the time will be at the start/end of the workday or added on to lunch break.
- 1.2. Proof of in-person voting must be provided upon the employees return to work.

Section XI. Leave without Pay

- A. Employees shall be granted leaves of absence without pay, for such periods not exceeding 12 weeks in any one calendar year for a family medical emergency or a pregnancy-related condition, in accordance with the requirements of the

- Federal Family and Medical Leave Act of 1993 (“FMLA”) and the State of California Family Leave Act (CFLA) of 2004 which are incorporated herein. The Board of Directors may approve other reasonable and necessary purpose for leave of absence without pay.
- B. The period of absence on leave without pay shall not be included in the computation of retirement benefits, pay increases or seniority rights. While an employee is on leave without pay, the District will pay for the employee's medical or health insurance normally provided by the District, if required by the FMLA or CFLA. If the reason for the leave is not included in FMLA or CFLA, no medical or health insurance shall be provided by the District for the employee or his or her~~their~~ family, but the employee shall have the right to obtain such insurance for such period by paying the premium therefor.
- C. Employees on such leave shall report the status and expected date of termination of the leave to the General Manager not less frequently than once a month.
- D. Employment may be terminated if an employee fails to return to work within three working days after the scheduled end of such leave.

Section XI. 11. Retirements Benefits

~~A. The District shall pay the employer's contributions to the California Employees' Retirement System and to the Social Security Administration.~~

Section XII. 12. Dress Code of Diablo Water District

A. Diablo Water District is a governmental agency of the State of California. We carry the public trust for our community's water supply. Our credibility and professionalism is maintained, in part, by the image that employees present to customers and business visitors. We believe it is important that all District employees present to the public a clean, neat, conservative, safe and well-groomed appearance which is not distracting and doesn't call attention away from the business at hand. It is important that the public have confidence in our employees and that they feel comfortable while transacting business with the District.

B.—Office employees should dress conservatively in business or professional attire appropriate for a business office having face-to-face public contact. Field employees should appear presentable and professional unless the nature of the work requires otherwise. ~~Each supervisor shall coordinate that department's own specific standards of dress, appearance and grooming. Employees who contemplate wearing clothing, jewelry, makeup, body paint, hair or beard styles which may be contrary to those being allowed at the District should first seek the prior approval of their supervisor. The District recognizes that certain duties, projects or assignments may require casual dress. The casual dress circumstances are to be determined by the supervisor or as permitted on occasion by the general manager. While being permitted to wear casual dress attire, employees shall continue to present a neatly groomed conservative~~

 **image.**

B. An employee who is inappropriately groomed or attired may be asked to leave and to return to work after correcting the problem. Any employee asked to leave because of inappropriate dress or appearance will not be compensated for any time expended in correcting dress or appearance. Employees failing to return to work within a reasonable predetermined period of time as indicated by their supervisor in correct appearance or attire shall be deemed to have terminated their employment.

Dress or attire considered inappropriate includes, but is not limited to, the following:

The "X" indicates the clothing or item which is unacceptable:

	Business Attire	Casual Dress	Field Clothing
Jean/denim clothing.			X
Short clothing (above mid thigh), shorts, skirts.	X	X	X
Shorts during hot weather.	X	X	
Capris.	X	X	X
Cropped pants (mid calf).			X
Athletic shoes.	X		
Sandals or open toe shoes.			X
	Business Attire	Casual Dress	Field Clothing
Clothing			
Shoes or sandals without heel straps with heel no higher than 2 1/2" and width of heel equal to width of shoe sole, with straps or front covering going up approximately 2/3 of foot.			X
Flip flops or shoes that make flip flop noise.	X	X	X
Leggings.	X		X
Low cut bodices, bare midriffs, bare back see through fabrics, off shoulder or strapless garments.	X	X	X
Any type of beach wear.	X	X	X
Sweatpants.	X	X	X
Sweatshirts.	X		
Hooded pullover shirts.	X		X
T-shirts (polo-type shirts are permitted).	X		
Grubby or torn clothing.	X	X	X
Observable lack of undergarments or observable showing of undergarments.		X	X
	X		
Tank, halter and tube tops.	X	X	X
Clothing with foul language or inappropriate images.	X	X	X
Bizarre hair coloring or styling.	X	X	X
Excessive ornamentation, jewelry or accessories.	X		X
	X		

C. Field employees will be provided with uniforms which include their names and the District logo.

D. The above table is issued for guidance to supervisors and employees. It is not

~~intended to be exhaustive, and the District retains the right to add to, amend, or change it in the future. Additionally, each employee is responsible for adhering to the general policy, which shall be controlling in all cases, including those not specifically addressed in the table~~

Section XIII. Dual Employment

An employee shall not perform any after-working hours activity that may conflict with the employee's responsibilities to the District or may be subject to the control, inspection or contractual direction or regulation of the District. Prohibited after-working hours activities shall include but not be limited to installation, inspection or repair of meters, backflow prevention devices, water mains, valves, inspection or repair of any equipment, material or facilities owned, or to be owned, by the District or operated and maintained by the District under contract with third parties. The purpose of this section of the regulation is to prevent District liability arising from any activity by an employee beyond the employee's work for the District.

Amendments

Section 1 (a), (b), (c), and (d)
Amended and Effective 1-17-18

Section 1 (c), 1 (d)(3), and 3 (b)
Amended and Effective 6-28-17

Sections 12 & 13 effective 12-19-01.

Section 6 (b) amended 11-19-14

Section 6 deleted 3-22-00.

Section 6 (a) (4) amended 2-26-14

Section 6 effective 1-1-00.

Section 4 (c) (1) amended 2-27-08.
Section 10 (a), (b), (c), & (d) amended 2-
27-08.
Section 12 amended 2-27-08.

Section 10 (a) & (b) amended 12-21-05.

Section 11 amended 11-23-05.
Section 11 effective 10-1-05.

Section 12, fourth paragraph amended 5-
25-04.

Section 2 (a) amended 2-25-04.
Section 2 (a) effective 1-1-04.

Section 3 (a) amended 2-25-04.
Section 3 (a) effective 1-1-04.

Section 6 (4) amended 2-25-04.
Section 6 (4) effective 1-1-04.

Section 6 (4b) amended 2-25-04.
Section 6 (4b) effective 1-1-04.

Section 1 (c) amended 6-25-03.
Section 2 (a) amended 6-25-03.
Section 3 (a) amended 6-25-03.
Section 6 (b) amended 6-25-03.

DIABLO WATER DISTRICT

REGULATION NO. 107

PURCHASE OF SUPPLIES AND EQUIPMENT

Section I. Purpose and Authority

- A. The purpose of this regulation is to establish efficient policies and procedures governing purchases of supplies and equipment by the District to assure that purchases will be of the highest quality and at the lowest cost commensurate with need. This regulation is adopted pursuant to the provisions of Section 54202 of the Government Code of California. The laws of California shall govern in the event anything herein is inconsistent or in conflict therewith.

Section II. Purchasing Officer

- A. The General Manager shall, in addition to his other duties, be the Purchasing Officer of the District. The Purchasing Officer shall have the authority to purchase, and to negotiate and recommend execution of contracts for the purchase of, supplies and equipment required by the District in accordance with the procedures set forth in this regulation.

Section III. Formal Contract Procedure

- A. Supplies and equipment costing \$15,000 or more shall be purchased only after advertisement and solicitation of sealed bids from all responsible prospective

suppliers known to the Purchasing Officer and an award of contract is made by the Board of Directors. The Board in its discretion may reject any and all bids, otherwise a contract will be awarded to the lowest responsible bidder. In the event of tie bids, the Board may accept the one it chooses or accept the lowest bid made by negotiation with the tie bidders at the time of opening bids.

Section IV. Open Market Procedure

- A. Supplies and equipment costing less than \$15,000 may be purchased by the Purchasing Officer in the open market without inviting sealed bids. If the price exceeds \$500, the Purchasing Officer shall keep a record of all ~~bids and~~ quotations received and all open market orders and purchases made which shall be available for public inspection for at least one year after delivery of the supplies and equipment.

Section V. Purchases from Sole Vendor

- A. The procedures in Sections 3 and 4 need not be followed whenever the Purchasing Officer determines that the supply or equipment required by the District is available from only one vendor.

Section VI. Emergency Purchases

- A. The procedures here may be modified to the extent reasonably necessary to meet time requirements in the event of an emergency which interrupts, or threatens to interrupt, the water service provided by the District. The

Purchasing Officer shall report the details of each emergency purchase to the Board of Directors at its next regular meeting.

DIABLO WATER DISTRICT

REGULATION NO. 108

PROCEDURES FOR PURCHASE OF LAND AND RELOCATION ASSISTANCE

Section I. Procedures

- A. The acquisition of real property shall be in accordance with the provisions of Government Code 7267 to 7267.8.

Section II. Relocation Assistance

- A. Relocation assistance and payments under the provisions of Chapter 16 of Division 7 of Title 1 of the Government Code (commencing with 7260) shall be administered and implemented in conformity with the guidelines adopted by the Commission of Housing and Community Development.

DIABLO WATER DISTRICT
June 26, 2019 Board Meeting
Item Number 7

TO: Each Director

FROM: Dan Muelrath, General Manager

SUBJECT: Acceptance of Facilities – Delta Coves

Per the Facilities Installation Agreement with Delta Coves, certain facilities and appurtenances have been completed and are ready for District acceptance. All required tests and inspection have been performed on the following facilities:

1. In-Tract water mains and appurtenances (including levee breach water line).

Staff has worked with the developer on the attached agreement to ensure a mutual understanding of responsibilities. It was necessitated by the unique nature of this development, generalized as follows:

- Given the long-term nature to find builders, only half of the streets have the final layer of paving
- A Homeowner's Association has been formed and the District requires some assurances and documentation

These facilities will be accepted via District Resolution Number 2019-10, conditional to fully executing the attached Disclosure Agreement.

RECOMMENDATION:

Adopt Resolution Number 2019-10.

Dan Muelrath

Dan Muelrath
General Manager

RESOLUTION NO. 2019 – 10

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

WHEREAS, Diablo Water District (“District”) and SDC Delta Coves (“Developer”), LLC entered into the First Amended Installation Agreement for Subdivision No. 6013 on October 26, 2016; and

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

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

1. In-Tract water mains and appurtenances (including levee breach water line).

* * * *

I certify that the foregoing is a true and complete copy of a resolution duly adopted by the Board of Directors of Diablo Water District at a regular meeting thereof, held on June 26, 2019, by the following vote:

AYES:

NOES:

ABSENT:

DATED:

Dan Muelrath, Secretary

DIABLO WATER DISTRICT
DEVELOPER DISCLOSURE AGREEMENT
DELTA COVES
SUBDIVISION NO. 6013

On _____, DIABLO WATER DISTRICT, a local governmental agency of the State of California, herein called "the District", and SDC DELTA COVES, LLC, a Delaware Limited Liability Company herein called "the Developer", agreed as hereinafter set forth.

1. First Amended Facilities Installation Agreement All obligations that the Developer is bound to under the, **First Amended Facilities Installation Agreement, Subdivision No. 6013**, dated October 26, 2016, shall remain in full force and are not superseded by this agreement.

2. Developer Conditions The Developer agrees to the following conditions and restrictions.

- a. Developer shall not request County acceptance of public streets prior to receiving written notification from the District that final paving around water valve cans is satisfactory.
- b. Developer agrees to provide to the District, within 15 business days of close of escrow for any lots sold to builders, the purchaser/builder's contact information along with the lot numbers and Assessor's Parcel

Numbers.

- c. Developer agrees to add the following language to the Delta Coves Home Owner's Association (HOA) Covenants, Conditions, and Restrictions:
 - i. The property owner (HOA or private owner) is responsible for any root damage caused by their landscaping to District facilities, water mains and appurtenance.
 - ii. No trees over 8ft tall at maturity shall be planted within 10ft of District facilities
 - iii. Should the District need to perform maintenance or repairs on its facilities in the median on West Wind Place where the entrance gates are placed over the District's water main, the District shall not be responsible for damages to HOA's property, including but not limited to: signage, landscaping, gates, roads, etc. other than for gross negligence or intentional misconduct.
 - iv. As to not interfere with District telemetry, no trees that exceed 30ft in height at maturity shall be allowed within the HOA or private landscaping

- 3. Disclosure Agreement When selling lots to builders, the developer agrees to include the District's disclosure document, Exhibit A.

4. Indemnity The Developer shall indemnify and hold the District, its directors, officers, attorneys, employees, authorized volunteers, and CDM Smith, Inc. (District's Engineer) 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 or with the removal of obstructions of meters (including, without limitation, those made, obtained or asserted by any employee of the Developer or any employee of the Developer's agents or contractors), except only as the same may be caused by the sole negligence or willful misconduct of the District its directors, officers, attorneys, employees, authorized volunteers, and CDM Smith, Inc. (District's Engineer) or for actions involving any public agency which may be involved in land use planning or approvals to which the District was required to indemnify as a part of the development process.

5. Remedies for Breach In the event of default or delay on the part of the Developer in making any payment or performing any undertaking on the Developer's part contained herein, 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 facilities irrespective of whether the Developer may have previously sold, contracted to sell, leased, transferred or assigned the Developer's title or interest in the lot or 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.

6. 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.

DIABLO WATER DISTRICT

By: _____
Dan Muelrath General Manager

**SDC DELTA COVES, LLC,
A Delaware Limited Liability Company**

By: _____
Nick Taratsas, General Manager

EXHIBIT “A”

Diablo Water District’s Disclosure Document

1. Builder is to contact Diablo Water District (DWD) to verify fee structure, unpaid connection charges, and current process for obtaining water service.
2. A restrictive covenant has been recorded on all lots and requires:
Owner, its heirs, successors, assigns, transferees; and subsequent owners of the real property acknowledges, consents and agrees to forever release the Diablo Water District, its successors and assigns from any and all liability resulting directly or indirectly from the possible effects and resulting damage due to a malfunction or other problems with the pressure-reducing equipment installed on Owner's property to control the higher than normal pressure under which water service is normally received from Diablo Water District, or from the higher than normal pressure itself. Owner understands that the pressure reducing equipment is installed on Owner's property and agrees to be solely responsible for all operation and maintenance thereof.
3. The Developer is prohibited from requesting County acceptance of public streets until DWD provides written approval of satisfactory paving around water valve cans.
4. Builder is responsible for the purchase and installation of all meters, backflows (including backflow testing), pressure-reducing valves, and all adapters needed to the service line acceptable to the District.
5. Builder will provide the District a deposit to cover the District's administrative and inspection costs for the lots transferred.
6. Contractors installing DWD facilities shall be approved by the District prior to any work performed.
7. Builder shall follow DWD's current Standards and Specifications and provide submittals for all water related materials installed up to and including the backflow.
8. No work shall be performed until all submittals have been approved and materials have been inspected by DWD.
9. DWD will also need 24/7 access to all areas that will be gated where DWD facilities are installed.
10. DWD reserves the right to refuse water service until all above conditions are satisfied.

DIABLO WATER DISTRICT

June 26, 2019 Board Meeting
Item Number 8

TO: Each Directors

FROM: Jennifer McCoy

SUBJECT: Authorization to Write Off Uncollectible Accounts for FY 2018-2019

The uncollectible accounts to be presented to the Board of Directors for authorization to write off as Fiscal Year (FY) 2018-2019 bad debts, total \$8,007.04. This represents 69 accounts with an average balance of \$116.04 after deposits have been applied. All uncollected accounts over \$25.00 have been referred to our collection service and any money collected, after this date, will be applied to “Bad Debt Recovery”.

Total Domestic/Business Water Sales for FY 2018 – 2019 = \$9,334,650.00
Total Write offs represent 0.085% of those total water sales.

The previous years' write off information is shown below and on the attached chart:
“Diablo Water District Bad Debt Write Offs”.

FY 04-05	\$11,031.00	140 accounts
FY 05-06	\$16,233.00	167 accounts
FY 06-07	\$16,500.00	185 accounts
FY 07-08	\$30,866.00	251 accounts
FY 08-09	\$47,460.00	381 accounts
FY 09-10	\$19,459.00	275 accounts
FY 10-11	\$17,748.00	220 accounts
FY 11-12	\$18,389.00	185 accounts
FY 12-13	\$21,906.00	218 accounts
FY 13-14	\$17,924.00	163 accounts
FY 14-15	\$14,030.00	129 accounts
FY 15-16	\$11,956.00	149 accounts
FY 16-17	\$13,085.00	136 accounts
FY 17-18	\$10,938.00	133 accounts
FY 18-19	\$ 8,007.04	69 accounts

This fiscal years' total write offs consist of the following charges:

Water Charges =	\$ 4,943.66
Water Service Charges =	\$ 1,894.35
Trip Charges =	\$ 630.84
Returned Item Charges =	\$ 0.00
Late Charges =	\$ 442.26
Check Valve Charges =	\$ 95.93
<u>Tampering Charges =</u>	<u>\$ 0.00</u>
Total Charges Written Off =	\$ 8,007.04

Total Credit Write Offs are those accounts where customers left a credit on their account when they disconnected their service. Any credit amount that is \$2.00 or more, a refund check is cut and mailed to the last known address on file. If the check is returned to us through the mail as "undeliverable", we put the credit back onto the customer's account for three years in case they return to the District service area. If after three years the credit is still on the account, we remove the credit from the customer's account and retain it as other income which helps to offset the annual uncollectible accounts. This year we have a total of \$280.77 in Credit Write Offs which is subtracted from the total bad debt of \$8,007.04. The result of this would be the total of \$7,726.27 that will be written off in the financial system.

In FY 2018-2019, the District has collected \$2,843.81 in bad debt recovery so far this year. The office staff has been working very closely with our Collection Agency (Credit Consulting Services) to ensure collection on bad debt. In FY 14-15, Credit Consulting Services started a letter writing service for us that costs \$2.00 per letter. If the debt is collected within the first 30 days, the District gets to recover 100% of the bad debt. If the debt is recovered after the first 30 days, then the District has to pay the Collection Agency its normal percentage for debt recovery.

In March 2016, after a conversation with our previous auditors from The Pun Group, we have come to the realization that most of our write offs are coming from tenants that do not stay very long in the Diablo Water District service area. In July 2016, Diablo Water District raised the security deposit for tenants to \$200.00, \$100.00 of which is due at the time they sign up for service. This deposit will sit on file until the tenant closes their account. We are hopeful that this change will continue to assist in decreasing the amount of write offs over the next several years.

RECOMMENDATION

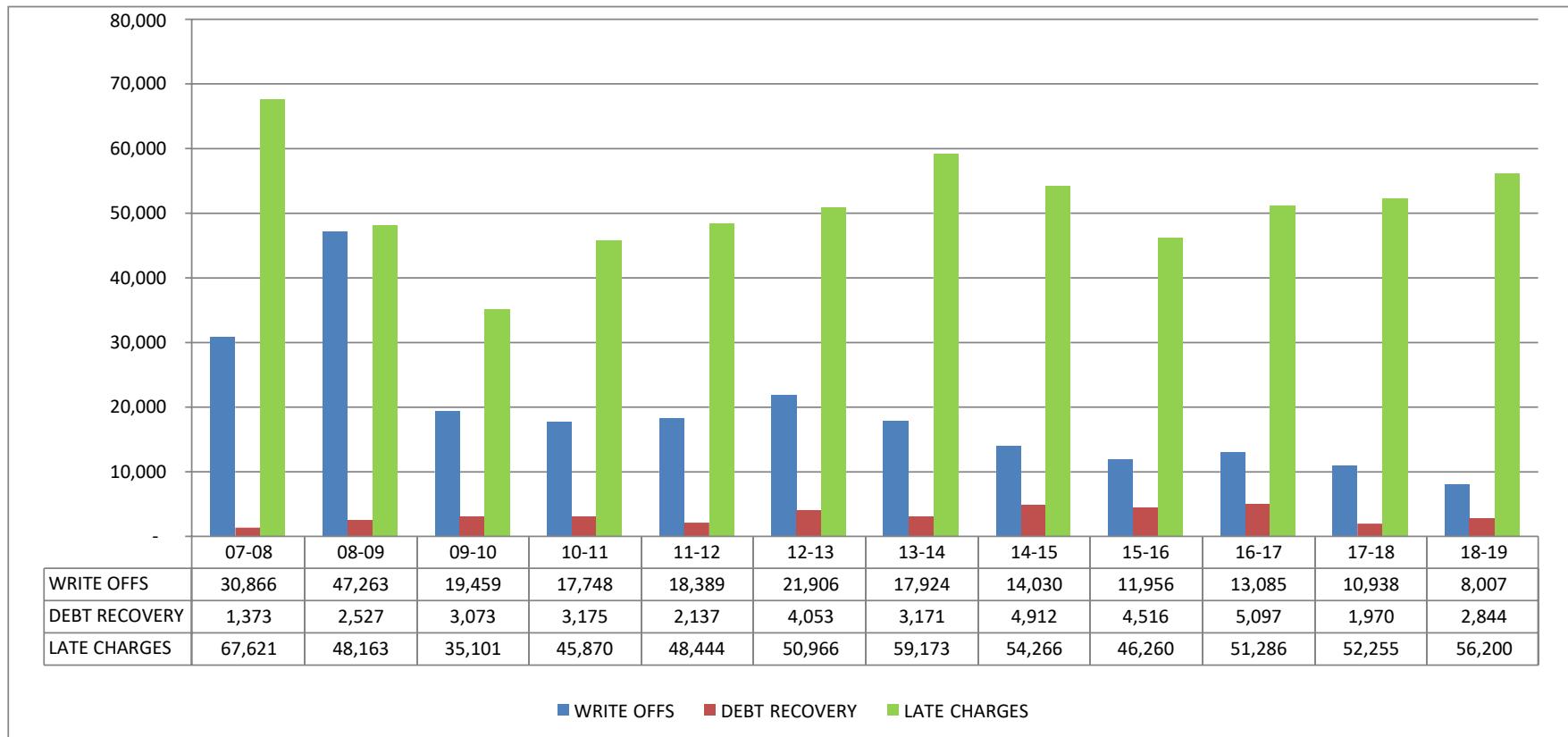
Authorize staff to write off \$8,007.04 in bad debt from the financial system.

Jennifer McCoy

Jennifer McCoy
Accounting Operations Manager

DIABLO WATER DISTRICT

BAD DEBT WRITE OFFS



DIABLO WATER DISTRICT
June 26, 2019 Board Meeting
Item Number 9

TO: Each Director

FROM: Dan Muelrath, General Manager

SUBJECT: Authorization to Purchase a 2019 F-450 Contractor Body Truck.

Staff was able to procure the best pricing on the purchase of a F-450 Contractor Body Truck (included in Fiscal Year 2019/20 budget) by soliciting quotes simultaneously with the recently purchased F-650 Dump Truck. The best price for both trucks was through Elk Grove Ford. The District will take possession of the truck during the first week of Fiscal Year 2019/20 (July).

2019 F-450 Contractor Body: \$61,000

RECOMMENDATION:

Authorize the General Manager to purchase a F-450 Contractor Body Truck, not to exceed \$61,000.

Dan Muelrath

Dan Muelrath
General Manager

DIABLO WATER DISTRICT

June 26, 2019 Board Meeting

Item Number 10

TO: Each Director

FROM: Dan Muelrath, General Manager

SUBJECT: General Manager Items and Reports

Attached items included for discussion:

- Water Supply Charts
 - Statewide Reservoir Conditions
 - Total Water Demand
 - Local Well Production
- Groundwater Sustainability Agency Update
 - Current efforts are focused on increasing outreach and public engagement for development of groundwater sustainability plan.
- HomeServe Follow-up
 - 1,268 customers have signed up
 - 83% of accounts renew from year to year
 - 67 annual claims

Dan Muelrath

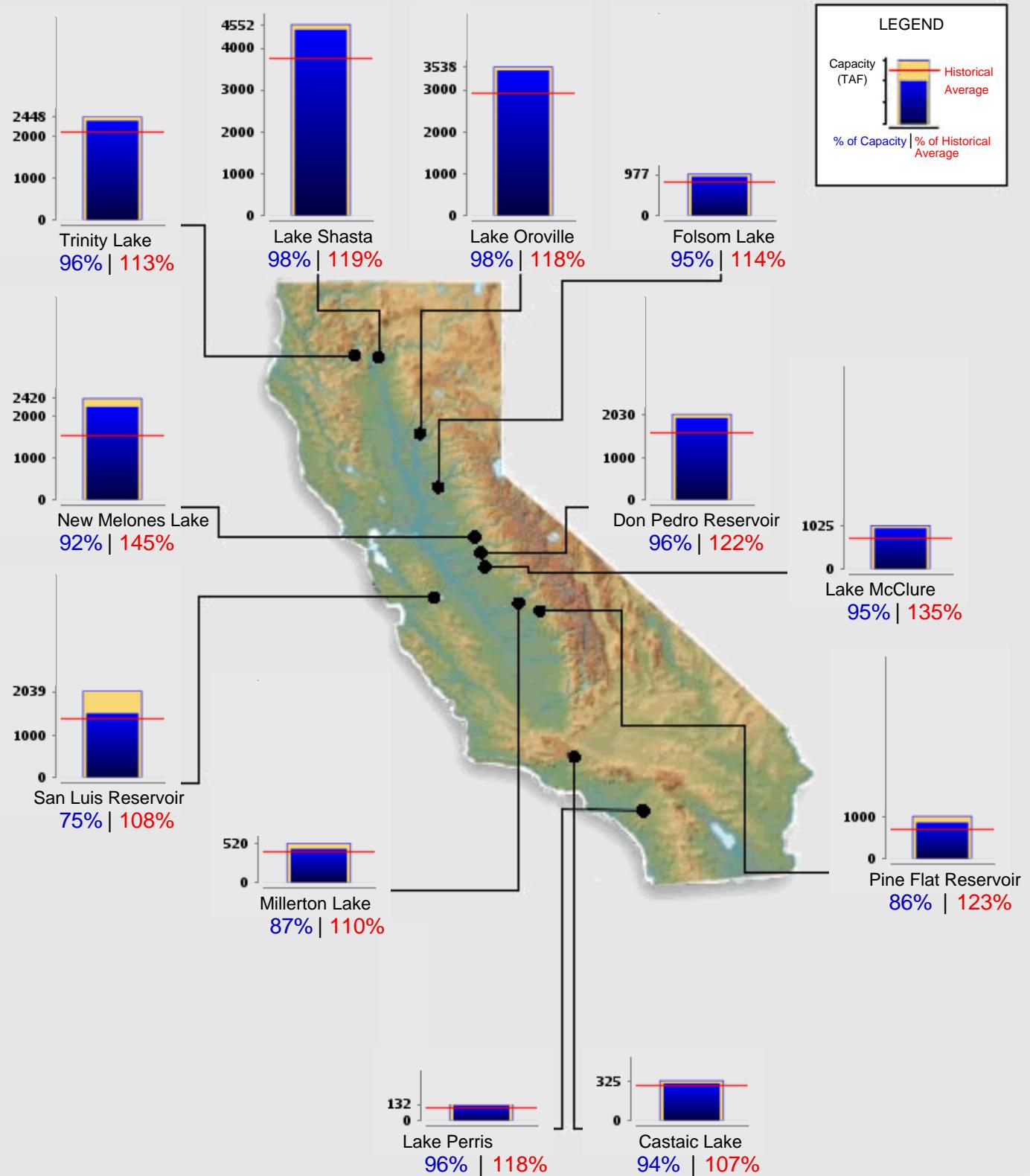
Dan Muelrath
General Manager



Reservoir Conditions

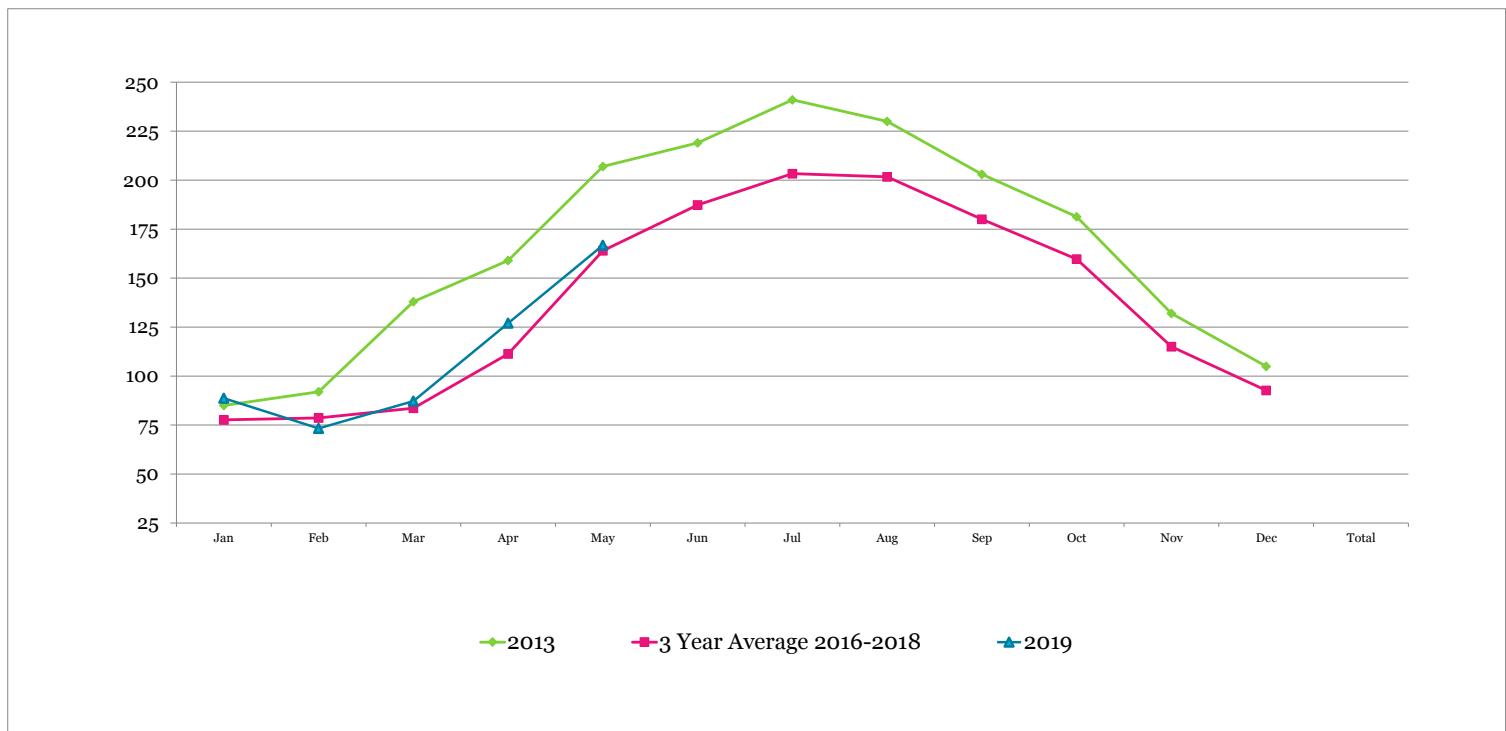
Ending At Midnight - June 19, 2019

CURRENT RESERVOIR CONDITIONS



DIABLO WATER DISTRICT WATER USE IN MILLION GALLONS

(This chart does not include Utility Water)



SBX7-7 Water Conservation Compliance (20% by 2020)

	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Average
Target	163	163	163	163	163	163	163	163	163	163	163	163	163
3 Year Average	78	79	84	111	164	187	203	202	180	160	115	93	138
Gross GPCD	69	63	67	102	129								86

Million Gallons (MG)

Population in 2017 = 41,714

Gallons Per Capita Per Day (GPCD)

SB 1668 Water Management Compliance (Indoor Water Use)

	2020	2025	2030
Residential Indoor Target	55	52.5	50
FY 15/16	50.43		
FY 16/17	49.97		
FY 17/18	60.28		
FY 18/19	55.02		

MONTHLY WELL NUMBERS

Million Gallons (MG)

<u>DATE</u>	<u>GLEN PARK</u>	<u>STONECREEK</u>
06/01/19	0.4393	0.0000
06/02/19	1.1514	0.0000
06/03/19	0.6952	0.0203
06/04/19	1.0711	0.0000
06/05/19	0.7030	0.0198
06/06/19	1.1615	0.0000
06/07/19	0.7379	0.0199
06/08/19	1.1652	0.0000
06/09/19	0.6480	0.0000
06/10/19	1.2340	0.0200
06/11/19	1.0067	0.0846
06/12/19	1.0737	0.2246
06/13/19	1.0512	0.2368
06/14/19	0.8340	0.1324
06/15/19	0.9590	0.1483
06/16/19	0.9222	0.4472
06/17/19	0.9864	0.2741
06/18/19	1.0141	0.2349
06/19/19		
06/20/19		
06/21/19		
06/22/19		
06/23/19		
06/24/19		
06/25/19		
06/26/19		
06/27/19		
06/28/19		
06/29/19		
06/30/19		
Totals	16.8539	1.8629
Combined Totals		18.7168

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

	<u>Jul-18</u>	<u>Aug-18</u>	<u>Sep-18</u>	<u>Oct-18</u>	<u>Nov-18</u>	<u>Dec-18</u>	<u>Jan-19</u>	<u>Feb-19</u>	<u>Mar-19</u>	<u>Apr-19</u>	<u>May-19</u>	<u>Jun-19</u>
1	1.305	1.338	0.925	0.943	0.930	0.229	0.408	0.436	0.228	0.726	0.977	0.435
2	1.055	1.026	0.931	0.888	0.872	0.745	0.588	0.405	0.484	0.481	1.212	1.147
3	1.358	1.013	0.850	1.027	1.034	0.667	0.587	0.587	0.354	0.265	1.035	0.691
4	1.354	0.881	1.084	0.660	0.562	0.435	0.311	0.352	0.646	0.798	0.696	1.067
5	0.889	0.876	0.891	0.939	1.553	0.474	0.521	0.087	0.113	0.302	1.162	0.699
6	1.359	1.146	0.950	0.660	0.444	0.603	0.537	0.598	0.750	0.471	1.038	1.157
7	0.996	1.119	0.819	0.869	1.488	0.395	0.456	0.616	0.034	0.507	0.960	0.733
8	1.357	1.005	0.892	0.963	0.839	0.826	0.437	0.106	1.516	0.764	1.064	1.161
9	1.096	1.031	0.808	0.912	0.915	0.205	0.538	0.564	0.316	0.543	1.105	0.644
10	1.359	0.911	0.907	0.731	0.695	0.718	0.389	0.492	0.564	0.323	0.481	1.230
11	1.356	0.959	1.037	0.749	1.031	0.484	0.451	0.698	0.223	0.832	1.128	1.067
12	0.889	0.893	0.975	0.839	0.718	0.511	0.673	0.615	0.400	0.659	0.424	1.274
13	1.360	1.026	0.881	0.914	0.961	0.452	0.412	0.000	0.000	0.740	1.200	1.264
14	1.352	1.041	1.004	0.567	0.924	0.777	0.318	0.547	0.450	0.916	0.301	0.942
15	0.788	1.080	0.743	1.117	0.727	0.162	0.672	0.630	0.315	0.354	0.498	1.083
16	1.366	0.761	0.951	0.763	0.746	0.667	0.278	0.312	0.584	0.858	0.325	1.345
17	0.993	1.192	0.930	0.810	0.947	0.516	0.506	0.314	0.490	0.765	0.908	1.261
18	1.156	1.019	0.785	0.965	0.708	0.617	0.393	0.491	0.741	0.479	0.423	1.225
19	1.082	0.857	1.077	1.006	0.690	0.330	0.563	0.600	0.502	1.043	0.654	0.000
20	0.755	1.091	0.661	0.846	0.905	0.821	0.627	0.379	0.414	0.708	0.642	0.000
21	1.126	1.077	1.111	0.725	0.394	0.189	0.283	0.690	0.671	0.856	0.743	0.000
22	1.087	1.166	0.787	0.956	0.924	0.633	0.777	1.205	0.450	0.921	0.378	0.000
23	1.082	0.950	0.812	0.718	0.566	0.302	0.455	0.490	0.391	0.833	0.961	0.000
24	1.134	0.906	1.082	0.978	0.275	0.738	0.423	0.338	0.518	1.039	0.706	0.000
25	1.117	0.768	0.766	0.833	0.000	0.564	0.449	0.585	0.274	0.936	0.647	0.000
26	1.123	0.921	1.046	0.975	0.464	0.482	0.463	0.000	0.542	0.911	0.608	0.000
27	0.880	1.041	0.869	0.335	0.772	0.267	0.799	0.167	0.244	0.863	0.882	0.000
28	1.097	0.894	0.995	0.867	0.262	0.821	0.434	0.667	0.640	1.166	0.909	0.000
29	0.818	1.028	0.518	0.885	0.624	0.429	0.272		0.268	0.996	0.855	0.000
30	1.230	0.801	1.136	0.921	0.705	0.206	0.566		0.682	0.804	0.544	0.000
31	0.781	1.023		0.975		0.725	0.551		0.326		1.150	
TOTAL	34.6990	30.8389	27.2187	26.3367	22.6718	15.9902	15.1318	12.9731	14.1285	21.8576	24.6131	18.4203
	Jul-18 to Jan-19 at \$2260.90/MG											172.8871 MG
	Feb-19 to Jun-19 at \$2130.00/MG											91.9926 MG
	GRAND TOTAL:											264.8797 MG

19	SAVINGS	\$ 586,824.68
18	SAVINGS	\$ 634,030.91
17	SAVINGS	\$ 444,895.41
16	SAVINGS	\$ 397,766.92
15	SAVINGS	\$ 580,430.65
14	SAVINGS	\$ 509,579.93
13	SAVINGS	\$ 382,228.02
12	SAVINGS	\$ 637,659.61
11	SAVINGS	\$ 590,057.39
10	SAVINGS	\$ 496,279.31
09	SAVINGS	\$ 371,579.65
08	SAVINGS	\$ 486,615.14
07	SAVINGS	\$ 326,985.06

TOTAL SAVINGS IN WATER PURCHASES FROM CCWD TO DATE

\$ 6,444,932.69

WELL WATER BLENDED INTO DISTRIBUTION SYSTEM
MILLION GALLONS(MG)

	<u>Jul-17</u>	<u>Aug-17</u>	<u>Sep-17</u>	<u>Oct-17</u>	<u>Nov-17</u>	<u>Dec-17</u>	<u>Jan-18</u>	<u>Feb-18</u>	<u>Mar-18</u>	<u>Apr-18</u>	<u>May-18</u>	<u>Jun-18</u>
1	0.953	1.323	1.199	0.474	0.554	0.000	0.615	0.554	0.546	0.580	0.762	1.037
2	1.224	1.202	1.160	1.028	0.802	0.000	0.695	0.609	0.560	0.712	0.846	1.213
3	0.955	1.204	1.170	0.982	0.936	0.000	0.572	0.546	0.525	0.705	0.928	1.196
4	1.163	1.141	1.055	1.015	0.809	0.000	0.550	0.596	0.518	0.626	0.931	1.129
5	1.357	1.097	1.158	0.985	0.488	0.000	0.548	0.602	0.561	0.579	0.707	1.050
6	0.726	1.054	1.175	1.051	0.533	0.235	0.529	0.589	0.560	0.654	0.581	1.360
7	1.423	1.206	1.121	0.866	0.798	0.381	0.546	0.578	0.555	0.487	1.415	0.623
8	1.422	1.167	1.069	0.932	0.834	0.365	0.577	0.620	0.550	0.521	0.879	1.381
9	0.401	1.168	1.122	1.032	0.691	0.363	0.068	0.604	0.556	0.567	0.949	0.993
10	1.422	1.097	1.104	0.994	0.649	0.361	0.393	0.622	0.587	0.590	0.885	1.022
11	1.239	1.227	1.143	1.002	0.697	0.389	0.514	0.623	0.514	0.539	1.105	1.383
12	1.228	1.121	1.004	1.018	0.614	0.423	0.537	0.651	0.681	0.557	0.737	1.091
13	1.001	1.077	1.022	1.019	0.271	0.404	0.568	0.674	0.506	0.560	1.080	1.386
14	1.418	1.167	1.153	0.864	0.403	0.421	0.511	0.592	0.498	0.604	0.980	0.630
15	0.934	1.101	1.002	0.889	0.000	0.442	0.529	0.622	0.455	0.625	0.967	1.386
16	1.220	1.224	1.048	1.014	0.000	0.442	0.502	0.630	0.542	0.625	1.146	1.386
17	1.263	1.208	1.017	1.173	0.000	0.458	0.547	0.689	0.554	0.523	0.835	0.603
18	1.242	1.157	1.063	0.674	0.000	0.569	0.461	0.661	0.520	0.600	1.105	1.386
19	0.923	1.052	1.063	1.044	0.000	0.608	0.494	0.621	0.528	0.579	0.804	1.039
20	1.397	1.036	1.000	0.967	0.000	0.592	0.567	0.730	0.419	0.642	0.809	1.443
21	1.244	1.174	1.160	0.890	0.000	0.593	0.532	0.693	0.444	0.696	1.410	1.331
22	0.943	1.097	1.041	0.773	0.000	0.576	0.465	0.669	0.424	0.715	1.053	1.159
23	1.210	1.207	0.912	1.007	0.000	0.590	0.461	0.553	0.510	0.807	0.874	1.009
24	1.307	1.184	0.999	0.865	0.000	0.609	0.488	0.661	0.483	0.894	1.034	1.386
25	0.843	1.139	1.122	0.971	0.000	0.628	0.470	0.624	0.536	0.790	1.008	1.274
26	1.488	1.086	0.981	0.947	0.000	0.608	0.510	0.727	0.505	0.836	0.681	1.244
27	1.177	1.009	1.119	1.002	0.000	0.599	0.614	0.587	0.515	1.259	1.100	1.316
28	1.142	1.260	0.989	0.876	0.000	0.607	0.510	0.587	0.509	0.810	1.102	1.316
29	0.781	1.220	1.117	0.946	0.000	0.581	0.558		0.633	0.737	1.128	1.385
30	1.317	1.209	0.947	0.726	0.000	0.612	0.479		0.591	0.894	1.073	1.132
31	1.104	1.156		1.016		0.576	0.547		0.629	0.986		
TOTAL	35.4667	35.7686	32.2345	29.0418	9.0794	13.0290	15.9548	17.5123	16.5096	20.3088	29.8986	35.2859

Jul-17 to Jan-18 at \$2132.90/MG
 Feb-18 to Jun-18 at \$2260.90/MG
GRAND TOTAL:

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 **\$ 5,858,108.00**



This quick-glance reference covers some of the basics needed for effective meeting management, including a sample order of business and steps to handling motions. This reference is intended for informational purposes only and should not be used as a substitute for legal advice.

Parliamentary procedure is a set of rules for conducting business at meetings in an orderly and productive fashion. Robert's Rules of Order have been adopted by many organizations and assemblies, including the governing boards of special districts, to help them establish their procedural rules of order and manage their meetings effectively. Using parliamentary procedure enables a special district governing board to consider and act upon the greatest number of issues in the shortest amount of time, while promoting a deliberative process of full and free discussion.

Sample Order of Business

If a quorum is present, the board president or chair begins the meeting by taking his/her position and announcing: "The meeting will come to order." The meeting begins on the order of business, typically following the order below.

- 1. Reading and approving of the minutes:** If there is no objection, the minutes will be adopted as presented.
- 2. Reports of officers and standing committees:** Recommendations coming from these reports may result in motions from any board member in attendance. Reports are heard in the order in which the officers or standing committees are listed in the bylaws. Officers should not make motions off their own reports.
- 3. Reports of special (ad hoc) committees:** Recommendations coming from these reports may result in motions from any board member in attendance. Reports are heard in the order in which the special committees were created.
- 4. Special orders:** These are issues specifically slated for consideration at this meeting. Special orders not dealt with at the previous meeting come first. Often the bylaws dictate that certain tasks, such as elections or creation of committees, must be dealt with at a specific meeting. These tasks are typically dealt with as special orders.
- 5. Unfinished business and general orders:** These are issues left pending when the previous meeting was adjourned. Any motion that was postponed from the last meeting to the current meeting constitutes general orders. Older motions come before newer motions.
- 6. New business:** This is when any new issues are introduced.

Before adjourning the meeting, the chair should inform the board of any unfinished business that must be dealt with or be taken up at the next meeting. Any important announcements should be made at this time as well. The president cannot end a meeting without the board's consent. However, if all business is completed and a preselected (and voted upon) hour of adjournment has arrived, a motion to adjourn is not needed.

Origins of a Motion

Board members may present motions to formally propose an action, second motions to express support for discussion, debate motions to express their opinions and, finally, vote on motions to make their decision. Listed below are the ways motions may be introduced.

- 1. Item on an agenda:** a) Chair introduces the item briefly; b) Member moves a motion (seconded); c) Debate and vote.
- 2. Item not on an agenda:** Action or discussion of items not on a posted agenda are generally prohibited under the Brown Act except in specific situations. Refer to Brown Act for more information.
- 3. Committee is charged with returning a recommendation:** a) Committee Chair presents a report and states committee's recommendations; b) Member moves the recommendation as a motion (no second required) or a slightly different motion (second required) or a completely different motion (second required); c) Debate and vote.
- 4. Committee is charged with returning a motion (or has the power):** Committee Chair presents a report; b) Committee Chair moves the committee's motion (no second required); c. Debate and vote.
- 5. Chair assumes a routine motion:** a) Chair states, "If there is no objection, a motion to... will be adopted;" b) If there is no objection the motion has been properly adopted without a second, debate or voting; c) If there is an objection, the chair handles the motion according to Robert's Rules' six formal steps.

Six Steps to Handling a Motion

The basic form of the motion is the Main Motion. These introduce topics for consideration by the assembly. They cannot be made while another motion is pending.

A Main Motion is brought before an assembly:

- 1. Motion is moved:** While no motion is pending, a board member seeks recognition from the chairperson. Once she is recognized she has the exclusive right to be heard at that time. Example: "*I move we allocate \$300 to repair the computers.*"
- 2. Motion is seconded:** Someone without needing to be recognized seconds the motion. The seconder is not claiming to agree with motion. The seconder is stating that the motion should be discussed and voted by the organization.
- 3. Motion is stated:** The chair states the question, "*It is moved and seconded to allocate \$300 to repair the computers.*" As the chair turns to the maker of the motion, she states, "*Are you ready for the question?*" The motion no longer belongs to the mover; it belongs to the assembly.

A Main Motion is considered by the assembly:

- 4. Motion is debated:** All remarks by the members are made to the chair, never to or about another member. Debate can be closed only by a two-thirds vote by the assembly.
- 5. Motion is put:** The chair says, "*The motion is to allocate \$300 to repair the computers.*"
All in favor of the motion indicate by saying, 'aye'. (Not 'Yes')
All opposed to the motion indicate by saying, 'no.' (Not 'Nay')
 - The wording of the motion when the question is put is the way it goes into effect.
 - A voice vote is the regular method when a majority vote is required for adoption.
 - A rising vote is the normal method when a two-thirds vote is required for adoption.
 - A 'show of hands' is intended for small assemblies or after an inconclusive voice vote.
- 6. Vote is announced:** The chair must make the following four statements.
 - "*The 'ayes' have it.*" Or, "*The 'noes' have it.*"
 - "*The motion is adopted.*" Or, "*The motion is lost.*"
 - The chair states the effect of the vote or orders its execution.
 - "*The next item of business is ...*"

Other types of motions:

- 1. Subsidiary Motions:** Apply to Main Motions and can change how they are handled (for example: postpone, amend, refer to committee, limit or extend debate). They are voted on before the Main Motion.
- 2. Privileged Motions:** Concern matters not related to current business, but are considered before other motions (for example: call for recess, set the time for adjournment, call for the orders of the day).
- 3. Incidental Motions:** Questions of procedure with regard to pending motions. They must be decided before business can continue (for example: point of order, appeal, division of a question, request for information).
- 4. Motions to Bring Question Again**
Before Assembly: Not related to pending business but enable certain items to be reconsidered (for example: amend something previously adopted, reconsider a previous motion, discharge a committee).

Purpose and Form for Each Motion

PURPOSE	FORM & MOTION
PROPOSE SOME ACTION	MAIN MOTION: I MOVE TO...
IMPROVE A PROPOSAL	AMEND: I MOVE TO AMEND THE MOTION BY...
CHANGE THE AMOUNT OF TIME FOR DISCUSSION	LIMIT/EXTEND DEBATE: I MOVE TO LIMIT/EXTEND DEBATE TO...
STOP DISCUSSION AND VOTE NOW	CLOSE DEBATE: I CALL THE PREVIOUS QUESTION.
DELAY A DECISION	REFER: I MOVE TO REFER THE MOTION TO... POSTPONE TO A CERTAIN TIME: I MOVE TO POSTPONE THE MOTION UNTIL... RECESS: I MOVE TO RECESS.
KILL A MOTION	POSTPONE INDEFINITELY: I MOVE TO POSTPONE THE MOTION INDEFINITELY.
DEAL WITH AN EMERGENCY	LAY ON THE TABLE: I MOVE TO LAY THE MOTION ON THE TABLE.
OBTAIN INFORMATION	PARLIAMENTARY INQUIRY: POINT OF INFORMATION, CHAIRPERSON...(FOLLOWED BY QUESTION)
CHALLENGE THE RULING OF THE CHAIR	POINT OF ORDER: POINT OF ORDER, CHAIRPERSON...(FOLLOWED BY QUESTION)
ASSURE THE ACCURACY OF THE VOICE VOTE	DIVISION: I MOVE FOR A RISING VOTE.
CLOSE THE MEETING	ADJOURN: I MOVE TO ADJOURN.

Ranking of Selected Motions

Not all motions need a second. Not all may be amended or debated. Not all require a majority vote, or even need a vote for adoption.

Some motions have a higher ranking in power than other motions. The following chart illustrates the ranking.

Parliamentary Procedure grants certain motions a higher rank than other motions because the rank illustrates which motion is in order when other motions are pending.

The Main Motion is the lowest ranking motion because all the other ranked motion are intended to perfect the Main Motion. This ranking concept establishes a priority ranking that protects the member's right from the whim of other members.

In other words, the higher the ranking number, the higher the power to bump another motion, and also the higher the power to be protected from lower ranking motions.

	May Interrupt Speaker	Requires Second	May Be Debated	May Be Amended	What Vote
PRIVILEGED MOTIONS					
13. FIX THE TIME TO WHICH TO ADJOURN		YES		YES	MAJORITY
12. ADJOURN		YES			MAJORITY
11. TAKE A RECESS		YES		YES	MAJORITY
10. RAISE A QUESTION OF PRIVILEGE	YES				CHAIR DECIDES
9. CALL FOR THE ORDERS OF THE DAY	YES				CHAIR DECIDES*
SUBSIDIARY MOTIONS					
8. LAY ON THE TABLE		YES			MAJORITY
7. PREVIOUS QUESTION		YES			2/3
6. LIMIT OR EXTEND DEBATE		YES		YES	2/3
5. POSTPONE TO A CERTAIN TIME		YES	YES	YES	MAJORITY*
4. COMMIT (REFER)		YES	YES	YES	MAJORITY
3. AMEND		YES	YES, UNLESS MOTION TO BE AMENDED IS NOT DEBATABLE	YES	MAJORITY
2. POSTPONE INDEFINITELY		YES	YES		MAJORITY
1. MAIN MOTION		YES	YES	YES	MAJORITY
INCIDENTAL MOTIONS (NO RANKING)					
APPEAL	YES	YES	YES		MAJORITY
DIVISION OF ASSEMBLY	YES				*
POINT OF ORDER	YES				CHAIR DECIDES*
REQUEST FOR INFORMATION					CHAIR DECIDES
SUSPEND THE RULES (THAT PROHIBIT)		YES			2/3
BRING AGAIN BEFORE ASSEMBLY					
RESCIND/AMEND SOMETHING PREVIOUSLY ADOPTED		YES	YES*	YES	*
RECONSIDER THE VOTE		YES	YES		MAJORITY
DISCHARGE A COMMITTEE		YES	YES*	YES	*
TAKE FROM THE TABLE		YES			MAJORITY

*See Robert's Rules

DIABLO WATER DISTRICT

June 26, 2019 Board Meeting

Item Number 11

TO: Each Director

FROM: Dan Muelrath, General Manager

SUBJECT: Financial Reports

Items included for discussion:

- Warrant Register Numbers:
 - 2019-6 (attached)
 - 2019-6A (available at Board Meeting)

- Monthly Financial Statements (attached)

Dan Muelrath

Dan Muelrath

General Manager

DIABLO WATER DISTRICT
WARRANT REGISTER 2019 - 6
JUNE 26, 2019

CK#	PAYABLE TO	FOR	AMOUNT
49699	Elk Grove Ford	Purchase New 2019 F650 Dump Trunk	83,000.00
49700	Christine Belleci	Payroll 06/30/2019	7,573.76
49701	LaVonda Castor	Payroll 06/30/2019	5,570.63
49702	Enrico E. Cinquini	Payroll 06/30/2019	92.35
49703	Kenneth L. Crockett	Payroll 06/30/2019	92.35
49704	Chad D. Crawford	Payroll 06/30/2019	4,435.64
49705	John H. deFremery	Payroll 06/30/2019	92.35
49706	Hunter J. Dejesus	Payroll 06/30/2019	4,470.24
49707	Willow Ford	Payroll 06/30/2019	3,134.20
49708	Edward Garcia	Payroll 06/30/2019	92.35
49709	Jorge R. Gonzalez	Payroll 06/30/2019	8,986.96
49710	John H. Herrera	Payroll 06/30/2019	3,933.40
49711	Jennifer McCoy	Payroll 06/30/2019	8,038.59
49712	Michael Lira	Payroll 06/30/2019	5,333.93
49713	Atanacio Mendoza	Payroll 06/30/2019	9,041.53
49714	Cheri Milina	Payroll 06/30/2019	3,176.02
49715	Daniel B. Muelrath	Payroll 06/30/2019	11,456.77
49716	Gino L. Padilla	Payroll 06/30/2019	4,132.03
49717	Rebecca Rugroden	Payroll 06/30/2019	4,249.57
49718	Luis Romero	Payroll 06/30/2019	5,055.58
49719	Paul S. Seger	Payroll 06/30/2019	46.17
49720	Wayne A Weaver	Payroll 06/30/2019	9,712.80
49721	Aantex Pest Control	Office Maintenance Agreement - Pest Control	60.00
49722	ACWA/JPIA	Employee Health Benefits Payable	38,894.11
49723	Stephanie Akhtari	Refund Over Pay Water Account	12.87
49724	Alameda Electrical Dist.	Scada - Logic Controller	28,408.03
49725	All Bay Answering Service	Office - Answering Service	162.00
49726	Altamont Landscape Inc	Office - Landscaping	483.00
49727	AT&T	Telephone - Glen Park/Scada/Plant/Office/FireAlarm	748.87
49728	VOID		0.00
49729	Bay Area Air Quality	M27 Generator Permit 2019/2020	342.00
49730	Big B Lumberteria Inc	GO Supplies CY - Hammer Drill Bit	10.81
49731	Danny Bowers	Retiree Employee Health Benefits	237.11
49732	Brentwood Press & Publish	Consulting Fees - Division Maps	23.40
49733	1st Northern Credit Union	Credit Union Payable - Payroll Deductions	2,000.00
49734	CCSDA	CCSDA - Annual Dues 19/20	100.00
49735	CCWD	Water Samples & Randall Bold Operating Costs	120,512.35
49736	CCWD	Water Purchases	357,438.89
49737	CDM Smith	Facilities Plan Update	28,928.43
49738	Cerco Analytical	Reimb Exp - DOYL Bacteria Test	148.00
49739	City of Oakley	Maint T&D - Encroachment Permit Stags Leap Ct	95.00
49740	City of Brentwood	Reimb Exp - DOYL/CSSF/9033 Bacteria Test	909.60
49741	Contin LLC	Refund Over Pay Water Account	66.95
49742	Core Utilities Inc	Consulting Fees - Internet Speed	540.00
49743	Croskey Real Estate Inc	Refund Over Pay Water Account	20.52
49744	Delta Diablo Janitorial	Office - Janitorial Services	710.00
49745	Discovery Builders	Refund Over Pay Water Account	33.94
49746	Department of Motor Vehicles	Auto - PTI 2014 Trailer	10.00
49747	Dublin San Ramon Services	Chemicals Blending	366.00
49748	Diablo Water District	Payroll Tax Deposit	42,695.57
49749	East Bay Work Wear	GO Supplies CY - Clothing Allow Reimb. Chad/Gino	460.99

DIABLO WATER DISTRICT
WARRANT REGISTER 2019 - 6
JUNE 26, 2019
PAGE 2

CK#	PAYABLE TO	FOR	AMOUNT
49750	Francis Elliott	Refund Over Pay Water Account	75.14
49751	Victoria Evola	Refund Over Pay Water Account	47.38
49752	Ardith Feucht	Refund Over Pay Water Account	86.66
49753	Julie Garcia	Refund Over Pay Water Account	71.51
49754	Golden State Flow	Maint T&D - Sensus 2inch Meter	2,709.26
49755	Griswold Industries	Reimb Exp - Delta Coves Construction	335.00
49756	Harrington Ind. Plastics	Maintenance Delta Coves - Misc Bushings/Ball Valve/Nipples	1,196.32
49757	HD Supply Construction	Honda Generator	1,103.41
49758	Luis Antonio Hernandez	Refund Over Pay Water Account	149.49
49759	Hill Brothers Chemicals	Chemicals Blending & Reimb Exp SIVP Misc	1,805.50
49760	Margo J. Hunter	Refund Over Pay Water Account	73.98
49761	Hunt and Sons Inc	Auto - Gas & Carwash	192.39
49762	I Print Technologies	Office Supplies - PRT04 Laser Toner	442.64
49763	Ironhouse Sanitary District	Underpass Maintenance	2,064.65
49764	J&M Inc	Refund Over Pay Water Account	218.47
49765	Konica Minolta	Office Maint Agreements - Copier	816.91
49766	Zi Ting Lei	Refund Over Pay Water Account	10.63
49767	Lincoln National Life Insurance	Accrued Deferred Compensation - Payroll Deductions	5,041.66
49768	Chuck Linn	Retiree Health Benefits	237.11
49769	Barbara A March	Refund Over Pay Water Account	103.91
49770	McCampbell Analytical Inc	Reimb Exp - DOYL/Water Samples - Lead for Schools	1,878.00
49771	Viktor Melnik	Refund Over Pay Water Account	42.80
49772	Luis Munguia	Refund Over Pay Water Account	1.63
49773	Vanessa Munoz	Refund Over Pay Water Account	98.44
49774	Neofunds by Neopost	Office - Postage Meter Monies	300.00
49775	Mt. Diablo Resource Recovery	Garbage Service	329.80
49776	Oakley Ace Hardware	Maint Delta Coves/Sandpaper/Anchor/Screws/Fasteners	152.59
49777	Pacific Gas & Electric Co	Utilities - Office/T&D/Res 2/Plant	4,845.64
49778	Pacific Gas & Electric Co	Utilities - M24/M25/M26/M27	1,519.80
49779	Pacific Gas & Electric Co	Utilities - Stonecreek & Glenpark Wells	10,336.12
49780	Paul's Automotive Center	Auto - Oil Change 2009 Ford & 2017 Chevy	218.00
49781	Carlita Perez	Refund Over Pay Water Account	218.42
49782	Perry Realty Team	Refund Over Pay Water Account	82.97
49783	Jeffrey D Polisner	Legal Fees	4,823.10
49784	Roberts & Brune Co	Maint T&D - Mesh Vent Cap/Hex Nut/Washer/Meter Cplng	717.26
49785	Sarah or Trevor Sanford	Refund Over Pay Water Account	6.92
49786	Scheer Security	Office Maint Agreements - Fire Alarm Monitoring	244.50
49787	Gina or Ron Seeno	Refund Over Pay Water Account	66.36
49788	Standard Insurance Co	Employee Life & LDT Payable	1,783.21
49789	Staples Credit Plan	Office Supplies/CY - Copy Paper/Ink/Binders/Ipad Pens	1,977.87
49790	Hodge Products Inc	Maint Backflow - Rekeyable Padlocks for Backflows	1,767.98
49791	Tiger Supplies	GO Supplies T&D - Dual Grade Laser	2,096.00
49792	Tractor Supply Co	Reservoirs - Goat Food	135.92
49793	MUFG Union Bank, N.A.	2010 & 2013 COP Annual Admin Fees	2,754.00
49794	Paul Urenda Jr.	Retiree Health Benefits	135.50
49795	HD Supply Facilities Main	Glen Park/Stonecreek Wells - Valves & Monitor	1,784.37
49796	US Bank	CalCard Purchases - Conferences/Chamber Dues/Supplies	3,972.41
49797	Janet or Vern Vanderbur	Refund Over Pay Water Account	38.52
49798	Verizon Wireless	GO T&D - Cell Phone Service	866.99
49799	Viking Shred	Office Maint Agreements - Shredding Service	38.99

DIABLO WATER DISTRICT
WARRANT REGISTER 2019 - 6
JUNE 26, 2019
PAGE 3

CK#	PAYABLE TO	FOR	AMOUNT
49800	Vila Construction Co	Refund Over Pay Water Account	469.18
49801	Vision Service Plan	Employee Health Benefits Payable	396.95
49802	Watersavers Irrigation	Maint T&D - Elbow Fittings & Maint Backflow - Nipples	1,761.33
49803	Darnell Zeno	Refund Over Pay Water Account	80.64
49804	Juan Zuniga	Refund Over Pay Water Account	81.74
49805	VOID		-
TOTAL WARRANTS			868,941.63

The foregoing Accounts Payable Warrants 49699 through 49805 estimated payroll for June 2019,
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
BANKING ACTIVITY for APRIL 2019
June 26, 2019

TRANSACTION TYPE	DATE	PAYABLE TO	FOR	AMOUNT
Electronic Debit	05/07/19	Merchant Bankcard	Credit Card Processing Fees - Vantiv (April)	357.89
Electronic Debit	05/08/19	State of California - EDD	State Withholding - April 2019 Payroll	6,556.46
Electronic Debit	05/09/19	CalPERS	CalPERS Retirement Contributions - April 2019	26,080.70
Electronic Debit	05/16/19	American Online Services	Office Expense - AOL Email Account	38.99
Electronic Debit	05/21/19	Point & Pay	Credit Card Processing Fees - PNP (April)	3,767.22
Electronic Debit	05/29/19	Harland Clarke	Printing Fees for Deposit Slips	71.58
Electronic Debit	05/30/19	State of California - EDD	State Withholding - May 2019 Payroll	6,471.68
Electronic Debit	05/31/19	CalPERS	CalPERS Retirement Contributions - May Payroll	26,080.70
TOTAL ACTIVITY				69,425.22

The above Banking Transactions for May 2019 were given to the Board of Directors for their review
as part of the June 26, 2019 Board Meeting.

Jennifer McCoy

Jennifer McCoy
Accounting Operations Manager

Date

DIABLO WATER DISTRICT
MONTHLY FINANCIAL REPORT
FOR PERIOD MAY 1, 2019 TO MAY 31, 2019

Balance as of April 30, 2019

Receipts, May 2019	<u>\$9,108,697.37</u>
Operating	660,735.16
Non-Operating (MERA, Admin, Inspection & Eng Fees & Contract Services)	27,351.82
Facilities Reserve	46,188.00
Interest	
General	8,994.86
MERA	514.76
Facilities Reserve	7,495.36
Investment activity (+ or -)	8,579.72

Disbursements, May 2019

Operating	(800,710.53)
Facilities Reserve	(116,514.93)
Quarterly Bank Analysis Charges	0.00

Balance as of May 31, 2019

FUNDs (as of close of business on May 31, 2019)	AMOUNT
District General Fund	2,508,338.96
Restricted funds	
2013 Series Held in Trust by Union Bank	509,417.78
2010 Series Held in Trust by Union Bank	293,874.58
Rate Stabilization Fund	1,000,000.00
Facilities Reserve	3,244,143.93
Main Extension Reimbursement	235,833.95
South Park Well System	268,455.28
Knightsen Well System (M25)	8,226.12
Beacon West Well System (M26)	35,020.62
Willow Park Marnia Well System (M27)	(6,617.60)
Rock Island Well System	126,955.07
Customer Deposits	300,105.00
Developer Admin, Inspection & Eng Deposit Totals	(193,422.10)
Current Active Projects	\$ (110,541.89)
Projects on Hold	\$ (5,127.20)
Project for Tracking Purposes Only	\$ (12,512.32)
Accidents Pending Collection	\$ (65,240.69)
Accidents Uncollectible	\$ -
Subdivision #4990 Phase 3 Bond Deposit	300,000.00
69 Carol Lane Maintenance Bond	0.00
71 Carol Lane Perform, Labor & Materials Bond	90,000.00
71 Carol Lane Maintenance Bond	15,000.00
Substandard Street Investment	
Future Relocation of Bethel Island Road Offsite Waterline	192,000.00
Laurel Woods change of street grade	23,470.25
District's Portion of Investment	529.75
TOTAL	<u>\$8,951,331.59</u>

DIABLO WATER DISTRICT
MONTHLY FINANCIAL REPORT
FOR PERIOD MAY 1, 2019 TO MAY 31, 2019
PAGE 2

INVESTMENTS/BANK ACCOUNTS
(as of close of business on May 31, 2019)

<u>INSTITUTION</u>		PAR VALUE	RATE OF INTEREST	MARKET VALUE
California Local Agency Investment Fund	*			2,638,455.94
Bank of the West, General Checking Account	*			2,505,050.21
UBS EM 01208 - Value with Interest Earnings				499,744.00
MD 08/02/22 795450B61 Sallie Mae Bank UT US/CD		245,000.00	2.30	
MD 08/09/22 1404204F4 Capital One Bank VA US/CD		110,000.00	2.35	
MD 08/30/22 38148PNS2 Goldman Sachs Bank NY US/CD		145,000.00	2.35	
Union Bank - 6711902901 <i>Held Union Bank</i> - Value with Interest Earnings/Res Fund 2010				293,874.58
MD 10/13/21 140420K25 Capital One BK USA Natl Assn Glen Allen VA/CD		140,000.00	1.70	
MD 10/14/21 949763BR6 Wells Fargo BK NA Sioux Falls S D/CD		145,000.00	1.70	
Union Bank of California Money Management Fund Series 2010		15,035.98	Varies	
MBS RMB-028036 <i>Held Bank of New York</i> - Value with Interest Earnings				2,504,789.08
MD 10/17/19 8562842P8 State BK India New York NY/CD		125,000.00	2.25	
MD 06/05/20 87164WHZ4 Synchrony BK Retail/CD		158,000.00	2.00	
MD 08/31/20 33715LCE8 First Technology Federal Credit Union/CD		245,000.00	2.90	
MD 05/05/21 981571CE0 Worlds Foremost BK Sydney/CD		200,000.00	1.75	
MD 05/25/21 313G3NL5 Federal Natl Mtg Assn NTS - Rated AA+		400,000.00	1.63	
MD 09/07/21 02007GET6 Ally Bk Sandy Utah/CD		240,000.00	3.00	
MD 02/24/22 8562846J8 State BK India New York NY/CD		120,000.00	2.35	
MD 03/01/22 949763FE1 Wells Fargo BK NA Sioux Falls S D/CD		100,000.00	2.30	
MD 04/05/22 02587DN38 American Express Centurion/CD		240,000.00	2.45	
MD 11/30/22 62384RAD8 Mtn. Amer Fed Cr Un West Utah/CD		200,000.00	2.40	
MD 12/20/22 14042RKZ3 Capital One Natl Assn Mclean VA/CD		230,000.00	2.60	
MD 09/07/23 319141KY2 First Bank of Highland/CD		240,000.00	3.30	
Multibank Interest, Money Management Fund		14,911.33		
Union Bank - 6712029100 <i>Held Union Bank</i> - Value with Interest Earnings/Res Fund 2013				509,417.78
MD 08/29/22 02587CFU9 American Express Fed SVGS BK Instl/CD		200,000.00	2.40	
MD 11/29/22 38148PTQ0 Goldman Sachs BK USA NY/CD		100,000.00	2.50	
MD 11/23/21 254672T24 Discover BK/CD		205,000.00	2.00	
Union Bank of California Money Management Fund Series 2013		9,508.28	Varies	
TOTAL				\$8,951,331.59

* Demand Account

It is expected that there are sufficient funds to meet anticipated expenses for the next 6 months.

ACRONYMS

ADMIN - Administration

Assn - Association

BK - Bank

CD - Certificate of Deposit

CERBT - California Employers Retiree Benefit Trust

ENG - Engineering

MBS - Multi-Bank Securities, Inc

MD - Maturity Date

MERA - Main Extension Reimbursement Account

Mtg - Meeting

Natl - National

RES - Reserve

UBS - UBS Financial Services, Incorporated

DIABLO WATER DISTRICT
MONTHLY FINANCIAL REPORT
FOR PERIOD MAY 1, 2019 TO MAY 31, 2019
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HELD IN TRUST BY DIABLO WATER DISTRICT
For Board of Directors Information Only
(as of close of business on May 31, 2019)

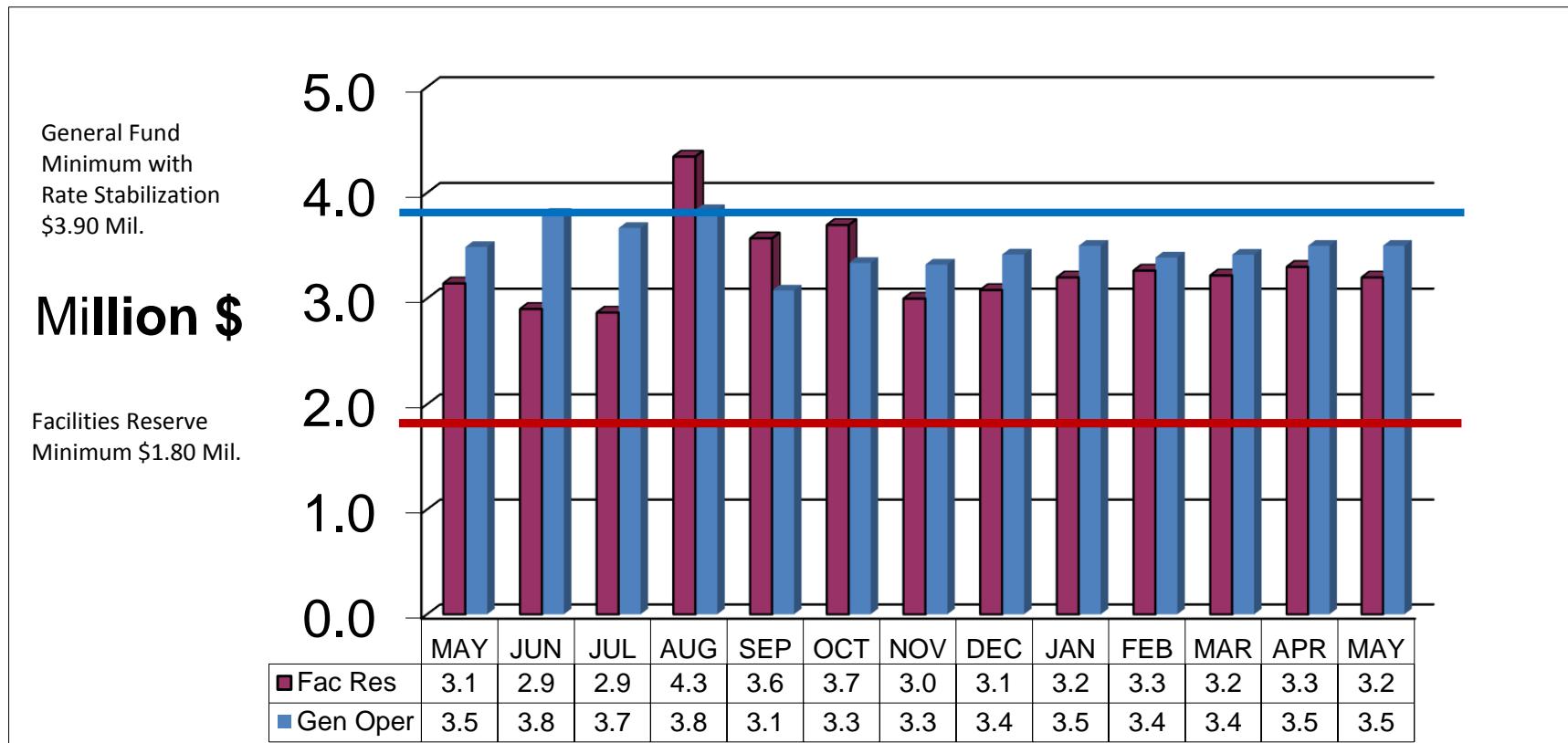
<u>INSTITUTION</u>	RATE OF INTEREST	MARKET VALUE
Lincoln National, Deferred Compensation	Varies	973,574.09
CERBT Funds (Updated Quarterly)	3.901% year/year	981,889.71
<u>TOTAL</u>		<u>\$1,955,463.80</u>

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

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

DIABLO WATER DISTRICT

FUNDS AVAILABLE 2018 - 2019



COUNTY WELL FUND BALANCES

<u>Knightsen (M25)</u>	<u>Expenses</u>	<u>Income</u>	<u>Total Fund Balance</u>
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)	16,675.62	(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 (Thru May)	(11,302.42)	17,092.09	8,226.12

<u>Beacon West (M26)</u>	<u>Expenses</u>	<u>Income</u>	<u>Total Fund Balance</u>
FY 08/09	(14,594.32)	19,911.45	30,455.03
FY 09/10	(31,228.25)	20,010.10	19,236.88
FY 10/11	(21,189.06)	21,008.74	19,056.56
FY 11/12	(26,446.02)	22,161.82	14,772.36
FY 12/13	(11,276.42)	22,097.67	25,593.61
FY 13/14	(7,640.39)	26,326.16	44,279.38
FY 14/15	(8,057.01)	26,427.40	62,649.77
FY 15/16	(15,355.08)	26,632.79	73,927.48
FY 16/17	(11,263.96)	26,832.38	89,495.90
FY 17/18	(155,935.65)	105,994.17	39,554.42
FY 18/19 (Thru May)	(29,511.43)	24,977.63	35,020.62

*Borrowed \$80,000 from Fac Res

<u>Willow Park (M27)</u>	<u>Expenses</u>	<u>Income</u>	<u>Total Fund Balance</u>
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 (Thru May)	(114,515.71)	42,119.06	(6,617.60)

FY = Fiscal Year

<u>Rock Island (RI)</u>	<u>Expenses</u>	<u>Income</u>	<u>Total Fund Balance</u>
FY 08/09	(5,162.99)	31,943.91	155,487.87
FY 09/10	(35,354.24)	0.00	120,133.63
FY 10/11	0.00	0.00	120,133.63
FY 11/12	0.00	370.87	120,504.50
FY 12/13	0.00	409.09	120,913.59
FY 13/14	0.00	355.75	121,269.34
FY 14/15	0.00	370.22	121,639.56
FY 15/16	0.00	762.55	122,402.11
FY 16/17	0.00	964.64	123,366.75
FY 17/18	0.00	1,321.56	124,688.31
FY 18/19 (Thru May)	0.00	2,266.76	126,955.07

<u>South Park (M24)</u>	<u>Expenses</u>	<u>Income</u>	<u>Total Fund Balance</u>
FY 07/08	(21,865.37)	0.00	(21,865.37)
FY 08/09	(8,212.97)	76,068.67	45,990.33
FY 09/10	(6,267.75)	53,553.26	93,275.84
FY 10/11	(24,731.90)	53,005.86	121,549.80
FY 11/12	(18,224.35)	31,507.30	134,832.75
FY 12/13	(17,341.44)	41,850.59	159,341.90
FY 13/14	(15,339.36)	39,724.90	183,727.44
FY 14/15	(18,281.94)	36,995.15	202,440.65
FY 15/16	(31,991.77)	28,678.51	199,127.39
FY 16/17	(16,908.12)	36,153.23	218,372.50
FY 17/18	(19,152.52)	41,858.73	241,078.71
FY 18/19 (Thru May)	(17,673.82)	45,050.39	268,455.28