



BOARD OF DIRECTORS:
MARILYN M. TIERNAN
PRESIDENT

SCOTT R. PASTOR
VICE PRESIDENT

PAUL SEGER
JOE KOVALICK
JASON SHAW

GENERAL MANAGER:
DANIEL MUEL RATH

GENERAL COUNSEL:
WESLEY A. MILIBAND

BOARD SECRETARY:
KAIT KNIGHT

AGENDA

The Regular Meeting of the Board of Directors of Diablo Water District will be held on May 22, 2024 at 6:30 pm at the District's office, 87 Carol Lane, Oakley, California. This meeting is being conducted in person and via webinar. Members of the public and District staff may attend the meeting via conference call / web using the credentials below. Members of the public will continue to have the opportunity to provide public input via the webinar or phone features.

Dial in Number: 1-949-346-1487

Conference ID: 706 156 947#

Or

Web Option: www.diablowater.org/webmeetings

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

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

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

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

2. Public Input.

Anyone present may address the Board of Directors on any subject within the jurisdiction of Diablo Water District. If the subject item is on this Agenda, please hold public comment until the appropriate item. **All virtual attendees will remain on mute until called upon to address the Board.**

Presentation Items

3. **Presentation – Salmon Poaching.**

Bud Chaddick

Action Items

4. **Consent Calendar.**

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

A. **Minutes of the Regular Meeting of April 24, 2024.**

Staff Recommendation: Approve.

B. **Authorization to Execute Facilities Installation Agreement with Meritage Homes of California, Inc. for Subdivision 9615 Machado Improvements.**

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

C. **Authorization to Execute Facilities Installation Agreement with Civic Summer Lake North for Subdivision 9616 Summer Lake North, Phase 1- Village 1 Improvements.**

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

D. **Authorization to Execute Facilities Installation Agreement with Civic Summer Lake North for Subdivision 9617 Summer Lake North, Phase 1- Village 2 Improvements.**

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

5. **Financial Reports.**

Staff Recommendation: Approve warrant register 2024-4, ACH wire transactions for April 2024, and receive the monthly financial statement for March 2024.

6. Authorization to Mail Prop 218 for the District's Well Systems.

Staff Recommendation: Authorize the mailing of Prop 218 notifications for the proposed rate increase to the District's Well Systems.

7. Rate Pass-through.

Staff Recommendation: Authorize the rate pass-through adjustments in Attachment A effective for July 2024 water bills.

Discussion Items

8. Fiscal Year 2024/25 Draft Budget.

9. Contra Costa County Local Hazard Mitigation Plan.

10. General Manager's Report.

- Water Supply Charts
- FY 2025 Federal Earmark

11. District Engineer's Report.

12. District Counsel's Report.

13. Directors' Reports.

- Representative verbal reports.
- Other items as needed.

14. Future Agenda Items.

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

15. Next Meetings of the Board of Directors.

- June 12, 2024 Special Meeting - 2:30 pm
- ~~June 26, 2024 Regular Meeting – 6:30 pm – canceled~~
- July 24, 2024 Regular Meeting – 6:30 pm
- August 28, 2024 Regular Meeting – 6:30 pm

Closed Session Items

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

Property Description: Jersey Island located in Contra Costa County
Negotiation: Diablo Water District General Manager Dan Muelrath and
Ironhouse/Reclamation District 830 Representative TBD
Under Negotiation: Terms and Price

17. Adjournment.

Posted this 16th day of May 2024.



Dan Muelrath, General Manager

DIABLO WATER DISTRICT
May 22, 2024 Board Meeting
Item Number 3

TO: Each Director
FROM: Dan Muelrath, General Manager
SUBJECT: Presentation – Salmon Poaching.

Bud Chaddick, local fisherman, will present on illegal salmon poaching and the effects on the ecosystem of Marsh Creek.

RECOMMENDATION:

Receive.

Dan Muelrath _____

Dan Muelrath
General Manager



DIABLO WATER DISTRICT

May 22, 2024 Board Meeting

Item Number 4

TO: Each Director
FROM: Dan Muelrath, General Manager
SUBJECT: Consent Calendar.

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

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

- 4A. Minutes of the Regular Meeting of April 24, 2024.**
Staff Recommendation: Approve.
- 4B. Authorization to Execute Facilities Installation Agreement with Meritage Homes of California, Inc. for Subdivision 9615 Machado Improvements.**
Staff Recommendation: Authorize the General Manager to Execute the Agreement.
- 4C. Authorization to Execute Facilities Installation Agreement with Civic Summer Lake North for Subdivision 9616 Summer Lake North, Phase 1- Village 1 Improvements.**
Staff Recommendation: Authorize the General Manager to Execute the Agreement.
- 4D. Authorization to Execute Facilities Installation Agreement with Civic Summer Lake North for Subdivision 9617 Summer Lake North, Phase 1- Village 2 Improvements.**
Staff Recommendation: Authorize the General Manager to Execute the Agreement.

RECOMMENDATION:

Approve.

Dan Muelrath

Dan Muelrath
General Manager





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GENERAL COUNSEL:
WESLEY A. MILIBAND

BOARD SECRETARY:
KAIT KNIGHT

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

The Regular Meeting of the Board of Directors of Diablo Water District was held on April 24, 2024 at 6:30 pm at the District's office, 87 Carol Lane, Oakley, California and via conference call / web as noticed in the posted agenda.

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

The regular meeting of the Board of Directors of Diablo Water District (District) was called to order by Director Tiernan at 6:34 p.m. on April 24, 2024.

Directors Present: Tiernan, Pastor, Seger, Kovalick, Shaw
Staff Present: Dan Muelrath, Kait Knight, Wayne Weaver, Jennifer McCoy, Jim Smith
General Counsel: Wes Miliband (AARLL)
Others Present: Bill Brick (CDM Smith), Angela Lowrey (Ironhouse)

2. Public Input.

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

Action Items

3. Consent Calendar.

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

A. Minutes of the Regular Meeting of March 27, 2024.

Staff Recommendation: Approve.

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

AYES: Pastor, Seger, Kovalick, Shaw, Tiernan

NOES: None

ABSTAIN: None

4. Financial Reports.

Staff Recommendation: Approve warrant register 2024-3, ACH wire transactions for March 2024, and receive the monthly financial statement for February 2024.

President Tiernan asked Staff to follow up with what the Global Power Supply payment was for and to provide information on the number of additional connections the District has made in February compared to previous years.

General Manager Muelrath reported that the average usage per connection is still decreasing while fixed rates are increasing.

Director Kovalick inquired about the rate error from Contra Costa Water District (CCWD). Finance & Accounting Manager McCoy explained that she identified the error while reviewing the March statement and notified CCWD. The error involved a rate increase meant solely for the City of Antioch that was applied to multiple agencies in error. The District recovered the overcharge with interest from CCWD.

It was moved by Director Seger, seconded by President Tiernan, and approved by the following vote to approve warrant register 2024-3, ACH wire transactions for March 2024, and receive the monthly financial statement for February 2024.

AYES: Pastor, Seger, Kovalick, Shaw, Tiernan

NOES: None

ABSTAIN: None

5. Bethel Island Water Main Extension CEQA Exemption.

Staff Recommendation: Adopt Resolution No. 2024-03 determine this project to be Categorical Exempt based on CEQA Class 3 and 4 Categorical Exemptions and

authorize Staff to file the Notice of Exemption with the County Clerk.

It was moved by Director Kovalick, seconded by Director Seger, and approved by the following vote to adopt Resolution No. 2024-03 determining this project to be Categorically Exempt based on CEQA Class 3 and 4 Categorical Exemptions and authorize Staff to file the Notice of Exemption with the County Clerk.

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

Discussion Items

6. Fiscal Year 2024/25 Budget Planning Workshop.

The Board discussed budget implications, highlighting decreasing average usage per connection alongside increasing fixed rates. Additionally, there was discussion of rising costs from CCWD for water purchases, including capital expenses for the Randall-Bold Water Treatment Plant. Although the District held off on implementing a rate adjustment during the pandemic, General Manager Muelrath recommended either conducting a rate study or considering a passthrough, or potentially both, moving forward.

General Manager Muelrath emphasized that the District is currently operating below full capacity due to staffing shortages across all departments, and to remain an industry-leading agency, true staffing needs should be assessed.

The Board requested that Staff explore both options for rate adjustment and provide a plan for meeting the staffing needs of the District.

7. General Manager's Reports.

- Water Supply Charts
- Senator Padilla LIHWAP Bill

General Manager Muelrath provided a report on the current water supply to the Board. Additionally, he offered to arrange a meeting with Senator Padilla to advocate for the LIHWAP bill, asking if any Board members were interested. President Tiernan expressed her interest in meeting with Senator Padilla.

8. Engineer's Reports.

- Construction project updates.

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

9. General Counsel's Reports.

General Counsel Miliband announced that the protest period for the Delta Conveyance Project has been extended by two weeks until May 13th.

He also reported that the State Water Resources Control Board was receiving input to support the Agreements to Support Healthy Rivers and Landscapes, through a 3-day workshop that began today.

10. Directors' Reports.

- Representative verbal reports.
- Other items as needed.

President Tiernan provided updates from the City of Oakley meeting, noting that 27 acres on East Cypress & Knightsen were sold to KB Homes. She inquired whether the waterworks and fountains for these developments use recirculating pumps or pump additional groundwater. She added that Bud Chaddick spoke about salmon poaching and the littering from the homeless, and that the East Bay Regional Parks has moved to action on this. General Manager Muelrath informed that the parcel on East Cypress has already been subdivided and, regarding pumping, during the summer, additional groundwater is likely to be pumped to meet water needs. Regarding salmon poaching, the District requested Bud Chaddick to present to the Board at a future meeting, and as an acting GSA, the District could keep in touch with enforcement agencies on addressing poaching and littering issues affecting the groundwater.

Vice President Pastor attended the April 2nd Ironhouse meeting and reported that there was a PR Presentation and that their public education trailer would soon be completed, serving as a great resource for public education on their agency. At the April 16th meeting, the board received an informative presentation on AB 32, and he recommended a similar presentation for the District. He also mentioned that an interim General Manager is currently overseeing Ironhouse until a permanent replacement is found. Additionally, Ironhouse Director Zirkle raised concerns about salmon poaching, and Ironhouse Director Lawrence advised that Fish & Game are aware of the concerns.

Vice President Pastor provided updates from LAFCO, highlighting concerns about a proposal for 1,500 homes outside of Pittsburg. There are ongoing discussions

regarding the management of the Alamo Cemetery, including the possibility of turning it over to a private firm.

Director Seger was unable to attend the Contra Costa Water District meetings and had nothing to report at this time.

Director Kovalick shared that the Cybersecurity Ad Hoc received a presentation from MyPC Partners. General Manager Muelrath noted that there are roughly seven updates a week due to constant threats and that the District utilizes a 3rd party company to monitor and notify the District of potential threats.

President Tiernan discussed the ACWA Symposium in Sacramento, highlighting a productive meeting with Assemblywoman Lori Wilson. Director Seger noted the symposium was focused on SGMA updates and legislative forums. General Manager Muelrath proposed the possibility of separating out SGMA expenses currently being absorbed by the District.

11. Future Agenda Items.

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

General Manager Muelrath mentioned that Staff has contacted Bud Chaddick regarding a salmon presentation. He also informed the board that the sub awardee draft for the Recycled Water Grant with Ironhouse was received yesterday, and he plans to meet with legal counsel to discuss it.

12. Next Meetings of the Board of Directors.

- May 22, 2024 Regular Meeting – 6:30 pm
- June 12, 2024 Special Meeting - 2:30 pm
- ~~June 26, 2024 Regular Meeting – 6:30 pm – canceled~~
- July 24, 2024 Regular Meeting – 6:30 pm

Closed Session

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

Property Description: Jersey Island located in Contra Costa County

Negotiation: Diablo Water District General Manager Dan Muelrath and
Ironhouse/Reclamation District 830 Representative TBD
Under Negotiation: Terms and Price

No reportable action.

Open Session

14. Adjournment.

Director Tiernan adjourned the meeting at 8:58 p.m.

Kait Knight, Board Secretary

Diablo Water District

FY 2024/25 Draft Budget

April 24, 2024
Dan Muelrath
General Manager



**DIABLO
WATER
DISTRICT**

FY 2023/24

Expenses within 1% of budget.

- Significant cost cutting was required to achieve savings needed to meet expense budget.

Revenues 6% lower than budget.

Structural Deficit of **\$1,500,000**.



Causes of Deficit

- Multiple years of inputs rising in double digit percentages.
 - Chemicals, PG&E, Insurance, Consultants, and Service Providers.
- Legal / Regulatory and Cyber related new costs.
 - Conservation regulations, lead and copper regulations, water loss standards, California Air Resource Board fleet replacement regulation, and the list goes on...
- Unprecedented short and long term demand reductions.
- Cost of raw water and RBWTP expenses.



FY 2024/25

Projected Expenses:

- Up 20%.

Projected Revenues:

- Flat.

Double Negative

Structural Deficit of **\$3,000,000**.

- Structural Deficits tend to compound.



Options

- Rate Study.
 - Balance revenues to expenditures.
 - Initiate ASAP.
 - Quickest implementation of new rates/structure/revenue generation would be Jan 2025.
- Reserves.
 - Utilize Rate Stabilization reserve as needed
 - Use a portion of the CIP to implement mandatory CIP projects:
 - Cyber and SCADA
- Mix of both.



Next Steps

- Management Team
 - Reduce any non-essential year over year cost increases through Dec 31st.
 - Research financing option for RBWTP and other capital expenses.
- May Board Meeting to Review.
 - Draft Budget.
 - Impacts to Rate Stabilization and CIP reserves.
 - New estimate of structural deficit.
 - Award rate study contract.



DIABLO WATER DISTRICT
May 22, 2024 Board Meeting
Item Number 4.B

TO: Each Director

FROM: Dan Muelrath, General Manager

SUBJECT: Authorization to Execute Facilities Installation Agreement with Meritage Homes of California, Inc. for Subdivision 9615 Machado Improvements.

Attached is the Facilities Installation Agreement with Meritage Homes of California, Inc. for Subdivision 9615 Machado Improvements. Design plans were approved and signed on April 1, 2024.

The project consists of 76 single services, two irrigation services, water mains and appurtenances to serve water to the project.

RECOMMENDATION:

Authorize the General Manager to Execute the Agreement.

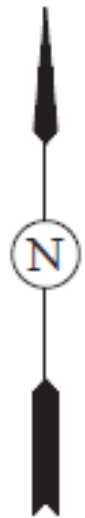
Dan Muelrath

Dan Muelrath
General Manager

Attached: Diablo Water District Facilities Installation Agreement Sub. 9615 Machado Improvements

DIABLO WATER DISTRICT

May 22, 2024



VICINITY MAP

NOT TO SCALE

**Subdivision 9615 Machado
MLC Holdings, Inc.**

**DIABLO WATER DISTRICT
FACILITIES INSTALLATION AGREEMENT
MACHADO IMPROVEMENT PLANS
SUBDIVISION NO. 9615**

This Agreement (“Agreement”) is made and entered into this ____ day of _____, 2024 (“**Effective Date**”), by and between the **DIABLO WATER DISTRICT**, a county water district organized and operating pursuant to Water Code section 30000 *et seq.* (herein referred to as “**District**”), and **MERITAGE HOMES OF CALIFORNIA, INC.** (herein referred to as “**Developer**”).

1. **Developer's Land** The Developer warrants that it is the owner of the land within the boundaries of the District designated “Subdivision 9615 - Machado”, consisting of 76 lots, numbered 1 to 76 within approximately 17.73 acres of land and is hereinafter referred to as the “**Developer’s Land**,” described as Contra Costa County Assessor Parcel Nos. 033-190-003 and 033-190-004 as depicted in Exhibit “A” attached hereto. The District understands that the Developer seeks to construct a development project on Developer’s Land and desires to obtain water services from the District. The installation of the Facilities (defined below) required as part of the District providing water services to the proposed development on Developer’s Land is herein called the “Project.”

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

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

Developer's Land in the Central Valley Project water service area. The Developer hereby acknowledges receipt of a copy of the District's Water Regulations and the District's Standard Specifications and Drawings dated October 2022 ("**District Specifications**"). The District reserves its authority to amend its Regulations, with amendments applicable to this Agreement and related design plans for imminent health and safety needs, including county, state and/or federal drinking water regulations. Any amendments to or development of Regulations for financing mechanisms are subject to Section 8 below and applicable law including, without limitation, notice and opportunity for public participation.

3. **Required Facilities; Construction & Dedication** The water mains, service lines, meters and appurtenances necessary to extend the District's water distribution system to the Developer's Land, hereinafter collectively referred to as the "Facilities," are shown on the plans for the construction of Subdivision No. 9615 Machado Improvement Plans, prepared by Carlson, Barbee, and Gibson and approved by the District on April 1, 2024, ("**Plans**"). The Developer shall, at Developer's sole expense and without cost to the District, construct and install the Facilities in accordance with said Plans and the District's Specifications. It is the sole responsibility of the Developer and/or Developer's contractor to pothole existing utilities prior to commencing any work relative to the installation of the Facilities. Any required revisions to the Plans shall be approved by the District, in writing, prior to the continuation of the Project.

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

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

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

water service and/or theft of water will be deducted from the Developer's Deposit (defined below). Any damage to the District's existing water facilities caused by the Developer, contractor, sub-contractor, or any affiliates, will be repaired by the District, or a contractor designated by the District, at the Developer's sole cost and expense before water service is provided by the District.

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

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

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

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

5. **Easements and Right of Entry** The Developer has granted to the District all necessary easements for the Facilities on the relevant Project final maps. All such easements or grants to the District shall be clear of title and issues which may result in a loss or impairment of the rights

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

6. **Notification of Construction Activities** The Developer agrees to notify the District, in writing, at least forty-eight (48) hours prior to the commencement of construction of any portion of the Facilities. Until such easements have been recorded and until the right-of-way for public streets has been accepted by the appropriate and corresponding governmental agency, the District shall have the right to enter the aforementioned future easement and proposed public street areas within the Developer's Land for the purpose of ascertaining whether the provisions of this Agreement are being performed.

7. **District's Costs** The District's present total estimate of its costs for engineering, inspection, and administration in connection with the installation of the Facilities for the Project is **\$75,000 (Seventy-Five Thousand Dollars)**, which may be amended upon the District's reasonable determination of the need for additional engineering, inspection, and administration services ("Project Costs"). The Developer has heretofore paid **\$15,000 (Fifteen Thousand Dollars)** on account thereof ("Developer's Deposit") as a portion of the Project Costs. The Developer shall pay the District the remaining **\$60,000 (Sixty Thousand Dollars)** of the Project Costs upon execution of this Agreement.

If prior to the District's acceptance of the Facilities, the Developer's Deposit on account falls below **\$5,000 (Five Thousand Dollars)** or falls into a negative status, the District shall request additional funds in order to continue with the Project. The Developer must pay the District the requested amount within fifteen (15) business days. If the requested amount is not received within fifteen (15) business days, the District shall direct the Developer to suspend all work on the Facilities, at which time the Developer will be issued a cease-and-desist order on all Facilities installation activities. Additionally, the Developer will be charged an interest charge at the current Local Agency Investment Fund rate until the requested Developer's Deposit amount is received and Developer's Deposit account has a positive balance.

Upon completion of the installation of the Facilities or the earlier termination of this Agreement, the District shall determine the remaining balance of the Project Costs account, if any. A Project Costs account statement shall be given to the Developer and any outstanding amounts due to the District must be received within ten (10) business days of request. If the outstanding balance due is not received within ten (10) business days of request, the District

shall charge the Developer an interest charge at the current Local Agency Investment Fund rate until the amount is received. If the Developer's Deposit is in a positive state, the remaining positive balance shall be refunded or credited to the Developer.

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

8. **Connection Charges and Additional District Charges** The Developer shall pay the District's connection charges for water services for 76 residential lots, one 1-inch irrigation and one 1-1/2 inch services, and any other service(s) that may be shown on the Plans. The District's connection charges for a metered water service shall be paid before water service from that meter is requested. Water shall not be furnished to any lot, irrigation, or any other service unless and until the District's connection charges have been paid. Before the installation of any water service that is not shown on the Plans occurs, the connection charges for such water service shall be paid by the Developer. Any charges paid shall be for the charges (fees or rates, as the case may be) in effect on the date of payment.

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

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

9. **Performance, Labor and Material Bonds** Prior to commencement of the installation of the Facilities and not later than sixty (60) days after the date of this Agreement, the Developer shall deliver to the District a corporate surety performance bond reasonably satisfactory to the District in the amount of **\$440,000 (Four Hundred Forty Thousand Dollars)** ("**Performance Bond**") and a corporate surety labor and materials bond satisfactory to the District in the amount

of **\$220,000 (Two Hundred Twenty Thousand Dollars) (“Payment Bond”)**, both covering the Developer's performance of this Agreement. Sureties on the Performance Bond and Payment Bond shall be admitted carriers in the State of California. All costs of the bond premium for the Performance Bond and Payment Bond and all costs for renewals of the Performance Bond and Payment Bond shall be the sole responsibility and liability of the Developer. In lieu of a corporate surety bond(s), the District may consider accepting an irrevocable letter of credit from an appropriate financial institution, as determined by the District’s sole discretion, in a form satisfactory to the District. The parties agree that the provisions of California Government Code Section 66499.7 shall control to allow for release or partial release of any security related to installation of the Facilities, and the District agrees that it will allow for partial release of security in the event of a request by the Developer subject to Section 66499.7.

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

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

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

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

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

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

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

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

Developer and District agree that the above provisions shall not preclude the use of the on-site Facilities by Developer prior to acceptance by the District, as long as the quality of the water is acceptable to the District pursuant to the District's Regulations and written approval has

been obtained from the District for permission to connect to said Facilities and/or existing facilities. Developer agrees that the use of said Facilities by the Developer, transferee or assignee of Developer or others within the District, will not and does not constitute acceptance of the Facilities by the District.

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

Workers Compensation and Employer's Liability

\$1,000,000 for each occurrence

Comprehensive Auto Liability

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

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

Comprehensive General Liability

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

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

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

16. **Warranty of Facilities/Maintenance of Facilities** The Developer hereby warrants and guarantees the materials and the workmanship of the Facilities for a period of thirty-six (36) months following final acceptance of the Facilities by the District. This guarantee is in addition to any and all other warranties, express or implied, with respect to the Facilities. In the event that a defect in materials and/or workmanship in the Facilities is discovered within the above-mentioned time period, the District may provide notice to the Developer requesting that Developer promptly correct any such defect, at the Developer's sole cost, at the earliest possible time.

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

To secure said Maintenance Costs, the Developer shall, prior to the commencement of any water service through the Facilities, deliver to the District a corporate surety maintenance bond satisfactory to the District in the amount of **\$110,000 (One Hundred Ten Thousand Dollars)** ("**Maintenance Bond**"). All costs of the bond premium for the Maintenance Bond shall be the sole responsibility and liability of the Developer. In lieu of a Maintenance Bond, the District may consider accepting an irrevocable letter of credit from an appropriate financial institution, as determined by the District's sole discretion, in a form satisfactory to the District, or cash.

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

18. **Indemnity** The Developer shall indemnify and hold the District, its directors, officers,

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

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

20. **Successors and Assigns** This Agreement shall bind and benefit the successors and

assigns of the parties to this Agreement; however, this Agreement shall not be assigned by the Developer without the prior written consent of the District. Prior to any assignment of this Agreement by Developer, there shall be a complete substitution of all securities, required by this Agreement, with the District. Developer shall also inform all future assignees, if any, of the terms and conditions of this Agreement.

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

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

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

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

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

26. **Waiver** Either party to this Agreement may specifically and expressly waive, in writing, the requirements of any portion of this Agreement, or any breach thereof, but no such waiver

shall constitute a further or continuing waiver of the obligation of any preceding or succeeding reach of the same or any other provision. A waiving party may, at any time, thereafter, require future compliance by the other party hereto with the provisions that are so waived. The consent of one party to any acts by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of any party to act, except as otherwise specified in this Agreement. All rights, remedies, undertakings, obligations, covenants, conditions, and agreements contained in this Agreement shall be cumulative and none of them shall be exclusive of any other.

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

To District:

Diablo Water District
Attention: General Manager
P.O. Box 127
Oakley, CA 94561-0127

To Developer:

Any party may, from time to time, by written notice to the other party hereto, designate a different address which shall be substituted for that above. If any notice or other document is sent by mail as aforesaid, the same shall be deemed fully delivered and received forty-eight (48) hours after mailing as provided above.

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

representatives of both of the parties hereto.

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

30. **Entire Agreement** This Agreement contains the entire agreement and understanding concerning the subject matter hereof and supersedes and replaces all prior negotiations and proposed agreements, whether written or oral. Each of the parties hereto acknowledges that no other party, nor the agents nor the attorneys for any party, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein to induce the execution of this Agreement, and acknowledges that this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein.

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

DIABLO WATER DISTRICT

**MERITAGE HOMES OF CALIFORNIA,
INC.**

By: _____
Dan Muelrath, General Manager

By: _____
Adam Heib, Authorized Signer

Attest:

Christine Belleci, Forward Planning Manager

(Attach Notary Statement)

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

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

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

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

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

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

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

EXHIBIT "B"
To Facilities Installation Agreement for Subdivision

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

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

APNs: SEE ATTACHED EXHIBIT "C"

Space above this line for Recorder's use

For benefit of: DIABLO WATER DISTRICT

RESTRICTIVE COVENANT TO RUN WITH THE LAND SUBDIVISION _____

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

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

Dated:

Notary:

"OWNER"

By _____

(Print name)

(Title)

EXHIBIT "A" of the Restrictive Covenant

**SUBDIVISION _____
OAKLEY, CALIFORNIA**

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

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

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

END OF DESCRIPTION

DRAFT

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

DRAFT

EXHIBIT “C” of the Restrictive Covenant

List of APNs

[to be provided prior to recording]

DRAFT

DIABLO WATER DISTRICT
May 22, 2024 Board Meeting
Item Number 4.C

TO: Each Director

FROM: Dan Muelrath, General Manager

SUBJECT: Authorization to Execute Facilities Installation Agreement with Civic Summer Lake North for Subdivision 9616 Summer Lake North, Phase 1-Village 1 Improvements.

Attached is the Facilities Installation Agreement with Civic Summer Lake North, a California limited liability company for Subdivision 9616 Summer Lake North, Phase 1-Village 1 Improvements. Design plans were approved and signed on March 7, 2024.

The project consists of 88 single services, water mains and appurtenances to serve water to the project.

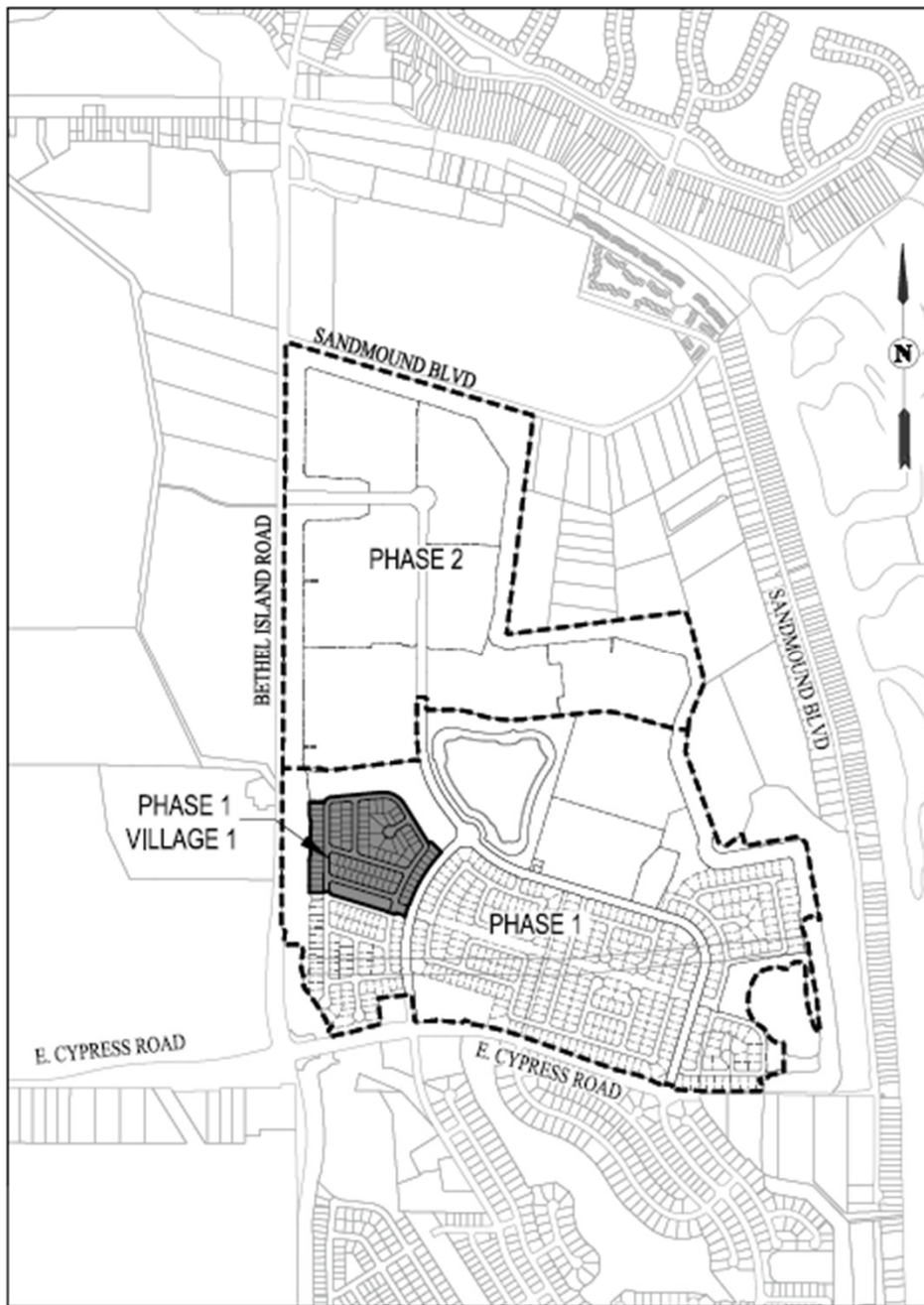
RECOMMENDATION:

Authorize the General Manager to Execute the Agreement.

Dan Muelrath
Dan Muelrath
General Manager

Attached: Diablo Water District Facilities Installation Agreement Sub. 9616 Summer Lake North, Phase 1 – Village 1 Improvements

DIABLO WATER DISTRICT
May 22, 2024



Vicinity Map

Not to Scale

Subdivision 9616 Summer Lake North
Phase 1 Village 1 Improvements
Civic Summer Lake North, LLC

**DIABLO WATER DISTRICT
FACILITIES INSTALLATION AGREEMENT
SUMMER LAKE NORTH – PHASE 1
SUBDIVISION 9616 – VILLAGE 1 IMPROVEMENT PLANS**

This Agreement (“Agreement”) is made and entered into this ____ day of ____, 2024 (“**Effective Date**”), by and between the **DIABLO WATER DISTRICT**, a county water district organized and operating pursuant to Water Code section 30000 *et seq.* (herein referred to as “**District**”), and **CIVIC SUMMER LAKE NORTH**, a California limited liability company (herein referred to as “**Developer**”).

1. **Developer's Land** The Developer warrants that it is the owner of the land within the boundaries of the District designated “Summer Lake North – Phase 1, Village 1 Improvement Plans, Subdivision 9616”, consisting of 88 lots, numbered 37 to 50 and 86 to 159 within approximately ____ acres of land and is hereinafter referred to as the “**Developer’s Land**,” described as Contra Costa County Assessor Parcel No. _____ as depicted in Exhibit “A” attached hereto. The District understands that the Developer seeks to construct a development project on Developer’s Land and desires to obtain water services from the District. The installation of the Facilities (defined below) required as part of the District providing water services to the proposed development on Developer’s Land is herein called the “Project.”

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

2. **District Water Service** Subject to any required consent of the U. S. Bureau of Reclamation and Contra Costa Water District, the District shall furnish potable water service to the Project subject to the terms of the District’s current regulations (as may be amended to address imminent health or safety issues during the pendency of construction) (“**District’s Regulations**”), provided the District's water distribution system is extended to the Developer’s Land on the terms and conditions set forth in this Agreement. The Developer acknowledges and agrees that water service to the Developer’s Land shall not be provided until the Developer has received any required written consent of the U.S. Bureau of Reclamation to include the Developer’s Land in the Central Valley Project water service area. The Developer hereby acknowledges receipt of a copy of the District's Water Regulations and the District's Standard Specifications and Drawings dated October 2022 (“**District Specifications**”). The District

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

3. **Required Facilities; Construction & Dedication** The water mains, service lines, meters and appurtenances necessary to extend the District's water distribution system to the Developer's Land, hereinafter collectively referred to as the "Facilities," are shown on the plans for the construction of "**Summer Lake North – Phase 1, Village 1 Improvement Plans, Subdivision 9616**", prepared by Carlson, Barbee & Gibson, Inc. and approved by the District on **March 7, 2024**, ("Plans"). The Developer shall, at Developer's sole expense and without cost to the District, construct and install the Facilities in accordance with said Plans and the District's Specifications. It is the sole responsibility of the Developer and/or Developer's contractor to pothole existing utilities prior to commencing any work relative to the installation of the Facilities. Any required revisions to the Plans shall be approved by the District, in writing, prior to the continuation of the Project.

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

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

The Developer is solely responsible for the actions of Developer's contractor, subcontractors, or any affiliates on the jobsite, including, but not limited to, the tampering of water service and/or theft of water. Any unmetered water use, regardless of quantity, will be subject to the same penalties as unauthorized water use from hydrants (*see* District Regulation 5, Section 5). Any and all water charges and/or penalties resulting from the actions of the Developer, Developer's contractor, subcontractor, or any affiliates, relating to the tampering of water service and/or theft of water will be deducted from the Developer's Deposit (defined below). Any damage to the District's existing water facilities caused by the Developer, contractor, sub-contractor, or any affiliates, will be repaired by the District, or a contractor designated by the District, at the Developer's sole cost and expense before water service is provided by the District.

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

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

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

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

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

5. **Easements and Right of Entry** The Developer has granted to the District all necessary easements for the Facilities on the relevant Project final maps. All such easements or grants to the District shall be clear of title and issues which may result in a loss or impairment of the rights granted to the District for access to the Facilities or any part thereof.

6. **Notification of Construction Activities** The Developer agrees to notify the District, in writing, at least forty-eight (48) hours prior to the commencement of construction of any portion of the Facilities. Until such easements have been recorded and until the right-of-way for public streets has been accepted by the appropriate and corresponding governmental agency, the District shall have the right to enter the aforementioned future easement and proposed public street areas within the Developer's Land for the purpose of ascertaining whether the provisions of this Agreement are being performed.

7. **District's Costs** The District's present total estimate of its costs for engineering, inspection, and administration in connection with the installation of the Facilities for the Project is **\$60,000 (Sixty**

Thousand Dollars), which may be amended upon the District's reasonable determination of the need for additional engineering, inspection, and administration services ("Project Costs"). The Developer has heretofore paid **\$15,000 (Fifteen Thousand)** on account thereof ("Developer's Deposit") as a portion of the Project Costs. The Developer shall pay the District the remaining **\$45,000 (Forty-Five Thousand)** of the Project Costs upon execution of this Agreement.

If prior to the District's acceptance of the Facilities, the Developer's Deposit on account falls below **\$5,000 (Five Thousand Dollars)** or falls into a negative status, the District shall request additional funds in order to continue with the Project. The Developer must pay the District the requested amount within fifteen (15) business days. If the requested amount is not received within fifteen (15) business days, the District shall direct the Developer to suspend all work on the Facilities, at which time the Developer will be issued a cease-and-desist order on all Facilities installation activities. Additionally, the Developer will be charged an interest charge at the current Local Agency Investment Fund rate until the requested Developer's Deposit amount is received and Developer's Deposit account has a positive balance.

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

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

8. **Connection Charges and Additional District Charges** The Developer shall pay the District's connection charges for water services for 88 residential lots and any other service(s) that may be shown on the Plans. The District's connection charges for a metered water service shall be paid before water service from that meter is requested. Water shall not be furnished to any lot, irrigation, or any other service unless and until the District's connection charges have been paid. Before the installation of any

water service that is not shown on the Plans occurs, the connection charges for such water service shall be paid by the Developer. Any charges paid shall be for the charges (fees or rates, as the case may be) in effect on the date of payment.

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

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

9. **Performance, Labor and Material Bonds** Prior to commencement of the installation of the Facilities and not later than sixty (60) days after the date of this Agreement, the Developer shall deliver to the District a corporate surety performance bond reasonably satisfactory to the District in the amount of **\$510,000 (Five Hundred Ten Thousand Dollars) ("Performance Bond")** and a corporate surety labor and materials bond satisfactory to the District in the amount of **\$255,000 (Two Hundred Fifty-Five Thousand) ("Payment Bond")**, both covering the Developer's performance of this Agreement. Sureties on the Performance Bond and Payment Bond shall be admitted carriers in the State of California. All costs of the bond premium for the Performance Bond and Payment Bond and all costs for renewals of the Performance Bond and Payment Bond shall be the sole responsibility and liability of the Developer. In lieu of a corporate surety bond(s), the District may consider accepting an irrevocable letter of credit from an appropriate financial institution, as determined by the District's sole discretion, in a form satisfactory to the District. The parties agree that the provisions of California Government Code Section 66499.7 shall control to allow for release or partial release of any security related to installation of the Facilities, and the District agrees that it will allow for partial release of security in the event of a request by the Developer subject to Section 66499.7.

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

11. **Installation of Facilities** The Facilities shall be installed by a contractor licensed by the State of California to install such Facilities, satisfactory to the District in the District's sole discretion, in a good and workmanlike manner. DeNova Homes, Inc. is working to become a pre-approved contractor for purposes of the installation of the Facilities. The District shall have reasonable discretion in

determining the kind and quality of work and materials, provided the Developer shall have the right to install the Facilities that have been approved on the Plans.

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

All work shall be inspected and approved by a representative of the District within two (2) business days of receipt of a call for inspection or as soon as reasonably feasible thereafter for circumstances beyond the District's control such as emergencies, illness and vacations, and no portion of the Facilities shall be covered or obscured until the Facilities have been inspected and approved by the District's inspector. No paving shall occur until all follow-up water quality testing has been completed and passed, and the District provides confirmation in writing to the Developer of such completion of the water quality testing. Notwithstanding the foregoing, if the Developer proceeds to pave prior to the District's inspection, the Developer shall proceed at its own risk with the understanding that facilities may need to be replaced/repared at the sole expense of the Developer if water quality testing does not pass.

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

If the Developer has not commenced the construction and installation of the Facilities, for which the Plans have been approved by the District, within three hundred sixty-five (365) consecutive calendar days after the Plans have been approved by the District which is **March 7, 2024** as also stated in Section 3 above, this Agreement shall automatically terminate, unless the Parties mutually agree to an extension of the Agreement term by written amendment, which shall become effective upon approval of the District's Board of Directors or the District's duly authorized employee.

12. **Acceptance of Facilities** Upon completion of the installation of the Facilities, the Facilities shall be tested by the District, as set forth herein unless otherwise agreed to in writing between the Parties. Developer may request, in the form of a written letter or email, a final inspection by the District. Within two (2) business days of receipt of the written letter or email request or as soon as reasonably feasible thereafter, the District will commence inspection and testing of the Facilities. If all Facilities are determined by the District to be complete and satisfactory, then the District shall, within two (2) business days or as soon as reasonably feasible thereafter, issue a notice of completion to the Developer and shall timely commence the necessary steps to accept the Facilities. If the District finds that the Facilities are not complete or satisfactory, then within two (2) business days or as soon as reasonably

feasible thereafter the District shall provide a list of items which the District has found to be incomplete or unsatisfactory with sufficient detail – such as reference to the Plans, applicable Regulations, and the like – to allow the Developer to adequately understand the reason for the incompleteness or unsatisfactory determination such that the Developer may complete and/or correct the Facilities (the “**Punchlist**”). Upon completion of the Punchlist work, the Developer may request, in the form of a written letter or email, another final inspection by the District, and irrespective of such a request, the District shall have the right to re-test the Facilities. Within two (2) business days of receipt of the written letter or email request or as soon as reasonably feasible thereafter, the District will commence inspection and testing of the Facilities, continuing the process of review until such time as the Facilities are found to be complete and satisfactory by the District such that the District is able to timely commence the process to accept the Facilities. Once the District has determined that the Facilities are complete and satisfactory, the process undertaken by the District to accept the Facilities shall be completed within thirty (30) days or as soon as reasonably feasible thereafter. No water service shall be furnished to the Developer’s Land until the results of all final tests are satisfactory to the District using reasonable judgment consistent with industry customs and practices. Upon the District's acceptance of the Facilities, the Facilities shall become the property of the District, shall be a part of the District's water distribution system, and shall thereafter be operated and maintained by the District.

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

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

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

Workers Compensation and Employer's Liability

\$1,000,000 for each occurrence

Comprehensive Auto Liability

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

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

Comprehensive General Liability

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

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

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

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

Developer's sole cost, at the earliest possible time.

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

To secure said Maintenance Costs, the Developer shall, prior to the commencement of any water service through the Facilities, deliver to the District a corporate surety maintenance bond satisfactory to the District in the amount of **\$127,500 (One Hundred Twenty-Seven Thousand Five Hundred Dollars) ("Maintenance Bond")**. All costs of the bond premium for the Maintenance Bond shall be the sole responsibility and liability of the Developer. In lieu of a Maintenance Bond, the District may consider accepting an irrevocable letter of credit from an appropriate financial institution, as determined by the District's sole discretion, in a form satisfactory to the District, or cash.

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

18. **Indemnity** The Developer shall indemnify and hold the District, its directors, officers, contractors, consultants, employees, authorized volunteers, and District's engineers harmless from all damage, loss, liability, claims, demands, causes of action and judgments of any nature connected in any way with the work of installation of the Facilities and the Project, or with the removal of obstructions of meters (including, without limitation, all damage, loss, liability, claims, demands, causes of action and judgments made, obtained or asserted by any employee of the Developer or any employee of the Developer's agents or contractors), unless caused by the sole negligence or willful misconduct of the District, its directors, officers, contractors, consultants, employees, authorized volunteers, and District's engineers or for actions involving any public agency which may be involved in land use planning or approvals to which the District is required to indemnify as a part of the development process. The District makes no representation, warranty or guarantee of any kind with respect to the suitability of its water supply for use with, compatibility with, or interaction of its water supply with any materials,

components, products or fixtures which are incorporated into or utilized in any improvements upon the real property which is the subject of this Agreement. Developer assumes all risk of, responsibility and liability for and further agrees to fully defend, indemnify and hold harmless the District, its directors, officers, contractors, consultants, employees, authorized volunteers, and District's engineers with respect to, any and all consequences, conditions, injury, damage, loss or expense, including reasonable attorney's fees, which may arise or are claimed to have arisen as a result of unsuitability of use with, compatibility with, or interaction of District's water supply with any materials, components, products or fixtures which are incorporated into or utilized in any improvements upon the real property which is the subject of this Agreement.

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

20. **Successors and Assigns** This Agreement shall bind and benefit the successors and assigns of the parties to this Agreement; however, this Agreement shall not be assigned by the Developer without the prior written consent of the District. Prior to any assignment of this Agreement by Developer, there shall be a complete substitution of all securities, required by this Agreement, with the District. Developer shall also inform all future assignees, if any, of the terms and conditions of this Agreement.

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

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

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

Agreement.

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

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

26. **Waiver** Either party to this Agreement may specifically and expressly waive, in writing, the requirements of any portion of this Agreement, or any breach thereof, but no such waiver shall constitute a further or continuing waiver of the obligation of any preceding or succeeding reach of the same or any other provision. A waiving party may, at any time, thereafter, require future compliance by the other party hereto with the provisions that are so waived. The consent of one party to any acts by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of any party to act, except as otherwise specified in this Agreement. All rights, remedies, undertakings, obligations, covenants, conditions, and agreements contained in this Agreement shall be cumulative and none of them shall be exclusive of any other.

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

To District: Diablo Water District
Attention: General Manager
P.O. Box 127
Oakley, CA 94561-0127

To Developer: Civic Summer Lake North, LLC
Attention: Ryan Parlett and Alec Tappin
1500 Willow Pass Court
Concord, CA 94520

With a Copy To:

Civic Summer Lake North, LLC
Attention: Dana Tsubota and Trent Sanson
1500 Willow Pass Court
Concord, CA 94520

Any party may, from time to time, by written notice to the other party hereto, designate a different address which shall be substituted for that above. If any notice or other document is sent by mail as aforesaid, the same shall be deemed fully delivered and received forty-eight (48) hours after mailing as provided above.

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

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

30. **Entire Agreement** This Agreement contains the entire agreement and understanding concerning the subject matter hereof and supersedes and replaces all prior negotiations and proposed agreements, whether written or oral. Each of the parties hereto acknowledges that no other party, nor the agents nor the attorneys for any party, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein to induce the execution of this Agreement, and acknowledges that this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein.

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

DIABLO WATER DISTRICT

CIVIC SUMMER LAKE NORTH,
a California limited liability company

By: _____
Dan Muelrath, General Manager

By: _____
Ryan Parlett, Authorized Signer

Attest:

Christine Belleci, Forward Planning Manager

(Attach Notary Statement)

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

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

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

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

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

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

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

EXHIBIT "B"
To Facilities Installation Agreement for Subdivision

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

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

APNs: SEE ATTACHED EXHIBIT "C"

Space above this line for Recorder's use

For benefit of: DIABLO WATER DISTRICT

RESTRICTIVE COVENANT TO RUN WITH THE LAND SUBDIVISION _____

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

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

Dated:

Notary:

"OWNER"

By _____

(Print name)

(Title)

EXHIBIT "A" of the Restrictive Covenant

**SUBDIVISION _____
OAKLEY, CALIFORNIA**

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

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

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

END OF DESCRIPTION

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

DRAFT

EXHIBIT “C” of the Restrictive Covenant

List of APNs

[to be provided prior to recording]

DRAFT

DIABLO WATER DISTRICT
May 22, 2024 Board Meeting
Item Number 4.D

TO: Each Director

FROM: Dan Muelrath, General Manager

SUBJECT: Authorization to Execute Facilities Installation Agreement with Civic Summer Lake North for Subdivision 9617 Summer Lake North, Phase 1-Village 2 Improvements.

Attached is the Facilities Installation Agreement with Civic Summer Lake North, a California limited liability company for Subdivision 9617 Summer Lake North, Phase 1-Village 2 Improvements. Design plans were approved and signed on March 7, 2024.

The project consists of 52 single services, potable and recycled water mains and appurtenances to serve water to the project.

RECOMMENDATION:

Authorize the General Manager to Execute the Agreement.

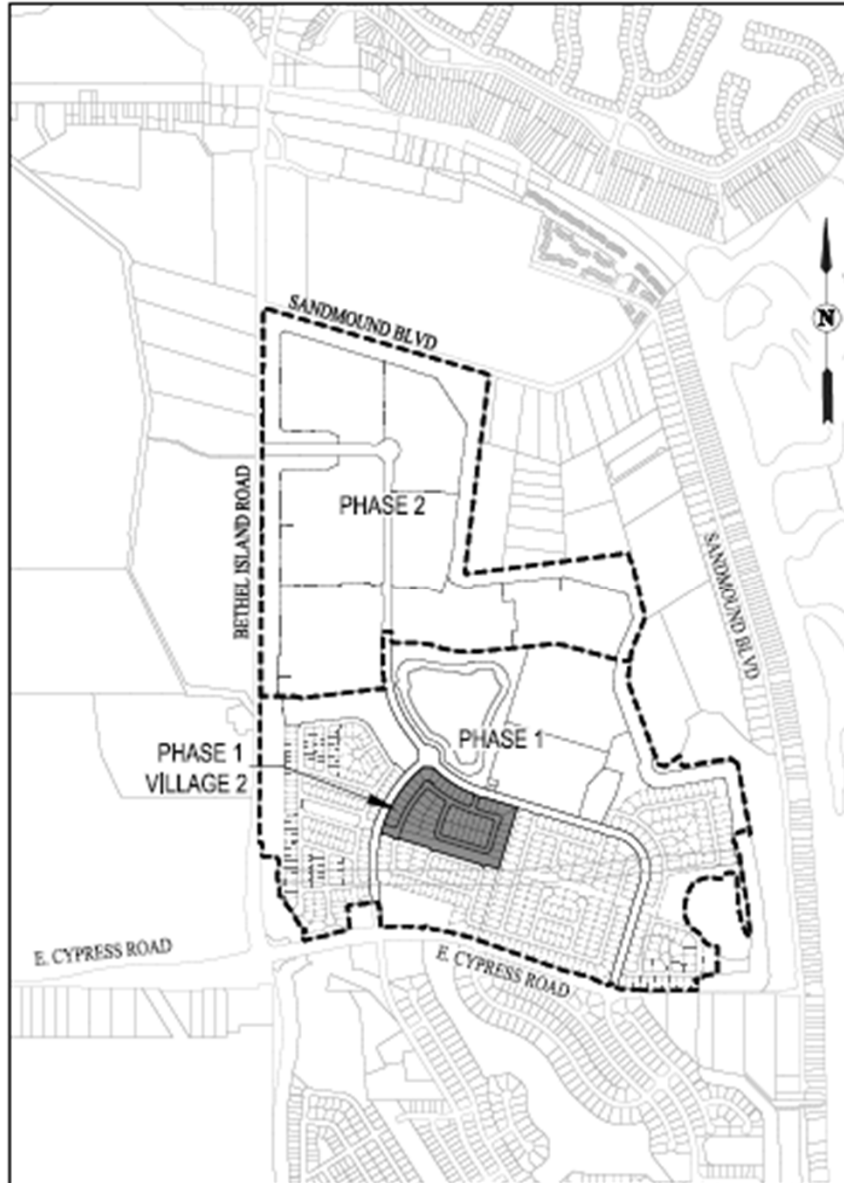
Dan Muelrath

Dan Muelrath
General Manager

Attached: Diablo Water District Facilities Installation Agreement Sub. 9617 Summer Lake North, Phase 1 – Village 2 Improvements

DIABLO WATER DISTRICT

May 22, 2024



Vicinity Map

Not to Scale

**Subdivision 9617 Summer Lake North
Phase 1 Village 2 Improvements
Civic Summer Lake North, LLC**

**DIABLO WATER DISTRICT
FACILITIES INSTALLATION AGREEMENT
SUMMER LAKE NORTH – PHASE 1
SUBDIVISION 9617 – VILLAGE 2 IMPROVEMENT PLANS**

This Agreement (“Agreement”) is made and entered into this ____ day of ____, 2024 (“**Effective Date**”), by and between the **DIABLO WATER DISTRICT**, a county water district organized and operating pursuant to Water Code section 30000 *et seq.* (herein referred to as “**District**”), and **CIVIC SUMMER LAKE NORTH**, a California limited liability company (herein referred to as “**Developer**”).

1. **Developer's Land** The Developer warrants that it is the owner of the land within the boundaries of the District designated “Summer Lake North – Phase 1, Village 2 Improvement Plans, Subdivision 9617”, consisting of 52 lots, numbered 475 to 500 and 538 to 549 and 568 to 581 within approximately ____ acres of land and is hereinafter referred to as the “**Developer’s Land**,” described as Contra Costa County Assessor Parcel No. _____ as depicted in Exhibit “A” attached hereto. The District understands that the Developer seeks to construct a development project on Developer’s Land and desires to obtain water services from the District. The installation of the Facilities (defined below) required as part of the District providing water services to the proposed development on Developer’s Land is herein called the “Project.”

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

2. **District Water Service** Subject to any required consent of the U. S. Bureau of Reclamation and Contra Costa Water District, the District shall furnish potable water service to the Project subject to the terms of the District’s current regulations (as may be amended to address imminent health or safety issues during the pendency of construction) (“**District’s Regulations**”), provided the District's water distribution system is extended to the Developer’s Land on the terms and conditions set forth in this Agreement. The Developer acknowledges and agrees that water service to the Developer’s Land shall not be provided until the Developer has received any required written consent of the U.S. Bureau of Reclamation to include the Developer’s Land in the Central Valley Project water service area. The Developer hereby acknowledges receipt of a copy of the District's Water Regulations and the District's Standard Specifications and Drawings dated October 2022 (“**District Specifications**”). The District

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

3. **Required Facilities; Construction & Dedication** The water mains, service lines, meters and appurtenances necessary to extend the District's water distribution system to the Developer's Land, hereinafter collectively referred to as the "Facilities," are shown on the plans for the construction of "**Summer Lake North – Phase 1, Village 2 Improvement Plans, Subdivision 9617**", prepared by Carlson, Barbee & Gibson, Inc. and approved by the District on **March 7, 2024**, ("Plans"). The Developer shall, at Developer's sole expense and without cost to the District, construct and install the Facilities in accordance with said Plans and the District's Specifications. It is the sole responsibility of the Developer and/or Developer's contractor to pothole existing utilities prior to commencing any work relative to the installation of the Facilities. Any required revisions to the Plans shall be approved by the District, in writing, prior to the continuation of the Project.

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

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

The Developer is solely responsible for the actions of Developer's contractor, subcontractors, or any affiliates on the jobsite, including, but not limited to, the tampering of water service and/or theft of water. Any unmetered water use, regardless of quantity, will be subject to the same penalties as unauthorized water use from hydrants (*see* District Regulation 5, Section 5). Any and all water charges and/or penalties resulting from the actions of the Developer, Developer's contractor, subcontractor, or any affiliates, relating to the tampering of water service and/or theft of water will be deducted from the Developer's Deposit (defined below). Any damage to the District's existing water facilities caused by the Developer, contractor, sub-contractor, or any affiliates, will be repaired by the District, or a contractor designated by the District, at the Developer's sole cost and expense before water service is provided by the District.

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

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

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

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

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

5. **Easements and Right of Entry** The Developer has granted to the District all necessary easements for the Facilities on the relevant Project final maps. All such easements or grants to the District shall be clear of title and issues which may result in a loss or impairment of the rights granted to the District for access to the Facilities or any part thereof.

6. **Notification of Construction Activities** The Developer agrees to notify the District, in writing, at least forty-eight (48) hours prior to the commencement of construction of any portion of the Facilities. Until such easements have been recorded and until the right-of-way for public streets has been accepted by the appropriate and corresponding governmental agency, the District shall have the right to enter the aforementioned future easement and proposed public street areas within the Developer's Land for the purpose of ascertaining whether the provisions of this Agreement are being performed.

7. **District's Costs** The District's present total estimate of its costs for engineering, inspection, and administration in connection with the installation of the Facilities for the Project is **\$50,000 (Fifty**

Thousand Dollars), which may be amended upon the District's reasonable determination of the need for additional engineering, inspection, and administration services ("Project Costs"). The Developer has heretofore paid **\$15,000 (Fifteen Thousand)** on account thereof ("Developer's Deposit") as a portion of the Project Costs. The Developer shall pay the District the remaining **\$35,000 (Thirty-Five Thousand)** of the Project Costs upon execution of this Agreement.

If prior to the District's acceptance of the Facilities, the Developer's Deposit on account falls below **\$5,000 (Five Thousand Dollars)** or falls into a negative status, the District shall request additional funds in order to continue with the Project. The Developer must pay the District the requested amount within fifteen (15) business days. If the requested amount is not received within fifteen (15) business days, the District shall direct the Developer to suspend all work on the Facilities, at which time the Developer will be issued a cease-and-desist order on all Facilities installation activities. Additionally, the Developer will be charged an interest charge at the current Local Agency Investment Fund rate until the requested Developer's Deposit amount is received and Developer's Deposit account has a positive balance.

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

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

8. **Connection Charges and Additional District Charges** The Developer shall pay the District's connection charges for water services for 52 residential lots and any other service(s) that may be shown on the Plans. The District's connection charges for a metered water service shall be paid before water service from that meter is requested. Water shall not be furnished to any lot, irrigation, or any other service unless and until the District's connection charges have been paid. Before the installation of any

water service that is not shown on the Plans occurs, the connection charges for such water service shall be paid by the Developer. Any charges paid shall be for the charges (fees or rates, as the case may be) in effect on the date of payment.

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

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

9. **Performance, Labor and Material Bonds** Prior to commencement of the installation of the Facilities and not later than sixty (60) days after the date of this Agreement, the Developer shall deliver to the District a corporate surety performance bond reasonably satisfactory to the District in the amount of **\$290,000 (Two Hundred Ninety Thousand Dollars) ("Performance Bond")** and a corporate surety labor and materials bond satisfactory to the District in the amount of **\$145,000 (One Hundred Forty-Five Thousand) ("Payment Bond")**, both covering the Developer's performance of this Agreement. Sureties on the Performance Bond and Payment Bond shall be admitted carriers in the State of California. All costs of the bond premium for the Performance Bond and Payment Bond and all costs for renewals of the Performance Bond and Payment Bond shall be the sole responsibility and liability of the Developer. In lieu of a corporate surety bond(s), the District may consider accepting an irrevocable letter of credit from an appropriate financial institution, as determined by the District's sole discretion, in a form satisfactory to the District. The parties agree that the provisions of California Government Code Section 66499.7 shall control to allow for release or partial release of any security related to installation of the Facilities, and the District agrees that it will allow for partial release of security in the event of a request by the Developer subject to Section 66499.7.

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

11. **Installation of Facilities** The Facilities shall be installed by a contractor licensed by the State of California to install such Facilities, satisfactory to the District in the District's sole discretion, in a good and workmanlike manner. DeNova Homes, Inc. is working to become a pre-approved contractor for purposes of the installation of the Facilities. The District shall have reasonable discretion in

determining the kind and quality of work and materials, provided the Developer shall have the right to install the Facilities that have been approved on the Plans.

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

All work shall be inspected and approved by a representative of the District within two (2) business days of receipt of a call for inspection or as soon as reasonably feasible thereafter for circumstances beyond the District's control such as emergencies, illness and vacations, and no portion of the Facilities shall be covered or obscured until the Facilities have been inspected and approved by the District's inspector. No paving shall occur until all follow-up water quality testing has been completed and passed, and the District provides confirmation in writing to the Developer of such completion of the water quality testing. Notwithstanding the foregoing, if the Developer proceeds to pave prior to the District's inspection, the Developer shall proceed at its own risk with the understanding that facilities may need to be replaced/repared at the sole expense of the Developer if water quality testing does not pass.

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

If the Developer has not commenced the construction and installation of the Facilities, for which the Plans have been approved by the District, within three hundred sixty-five (365) consecutive calendar days after the Plans have been approved by the District which is **March 7, 2024** as also stated in Section 3 above, this Agreement shall automatically terminate, unless the Parties mutually agree to an extension of the Agreement term by written amendment, which shall become effective upon approval of the District's Board of Directors or the District's duly authorized employee.

12. **Acceptance of Facilities** Upon completion of the installation of the Facilities, the Facilities shall be tested by the District, as set forth herein unless otherwise agreed to in writing between the Parties. Developer may request, in the form of a written letter or email, a final inspection by the District. Within two (2) business days of receipt of the written letter or email request or as soon as reasonably feasible thereafter, the District will commence inspection and testing of the Facilities. If all Facilities are determined by the District to be complete and satisfactory, then the District shall, within two (2) business days or as soon as reasonably feasible thereafter, issue a notice of completion to the Developer and shall timely commence the necessary steps to accept the Facilities. If the District finds that the Facilities are not complete or satisfactory, then within two (2) business days or as soon as reasonably

feasible thereafter the District shall provide a list of items which the District has found to be incomplete or unsatisfactory with sufficient detail – such as reference to the Plans, applicable Regulations, and the like – to allow the Developer to adequately understand the reason for the incompleteness or unsatisfactory determination such that the Developer may complete and/or correct the Facilities (the “**Punchlist**”). Upon completion of the Punchlist work, the Developer may request, in the form of a written letter or email, another final inspection by the District, and irrespective of such a request, the District shall have the right to re-test the Facilities. Within two (2) business days of receipt of the written letter or email request or as soon as reasonably feasible thereafter, the District will commence inspection and testing of the Facilities, continuing the process of review until such time as the Facilities are found to be complete and satisfactory by the District such that the District is able to timely commence the process to accept the Facilities. Once the District has determined that the Facilities are complete and satisfactory, the process undertaken by the District to accept the Facilities shall be completed within thirty (30) days or as soon as reasonably feasible thereafter. No water service shall be furnished to the Developer’s Land until the results of all final tests are satisfactory to the District using reasonable judgment consistent with industry customs and practices. Upon the District's acceptance of the Facilities, the Facilities shall become the property of the District, shall be a part of the District's water distribution system, and shall thereafter be operated and maintained by the District.

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

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

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

Workers Compensation and Employer's Liability

\$1,000,000 for each occurrence

Comprehensive Auto Liability

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

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

Comprehensive General Liability

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

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

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

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

Developer's sole cost, at the earliest possible time.

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

To secure said Maintenance Costs, the Developer shall, prior to the commencement of any water service through the Facilities, deliver to the District a corporate surety maintenance bond satisfactory to the District in the amount of **\$72,500 (Seventy-Two Thousand Five Hundred Dollars)** ("**Maintenance Bond**"). All costs of the bond premium for the Maintenance Bond shall be the sole responsibility and liability of the Developer. In lieu of a Maintenance Bond, the District may consider accepting an irrevocable letter of credit from an appropriate financial institution, as determined by the District's sole discretion, in a form satisfactory to the District, or cash.

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

18. **Indemnity** The Developer shall indemnify and hold the District, its directors, officers, contractors, consultants, employees, authorized volunteers, and District's engineers harmless from all damage, loss, liability, claims, demands, causes of action and judgments of any nature connected in any way with the work of installation of the Facilities and the Project, or with the removal of obstructions of meters (including, without limitation, all damage, loss, liability, claims, demands, causes of action and judgments made, obtained or asserted by any employee of the Developer or any employee of the Developer's agents or contractors), unless caused by the sole negligence or willful misconduct of the District, its directors, officers, contractors, consultants, employees, authorized volunteers, and District's engineers or for actions involving any public agency which may be involved in land use planning or approvals to which the District is required to indemnify as a part of the development process. The District makes no representation, warranty or guarantee of any kind with respect to the suitability of its water supply for use with, compatibility with, or interaction of its water supply with any materials,

components, products or fixtures which are incorporated into or utilized in any improvements upon the real property which is the subject of this Agreement. Developer assumes all risk of, responsibility and liability for and further agrees to fully defend, indemnify and hold harmless the District, its directors, officers, contractors, consultants, employees, authorized volunteers, and District's engineers with respect to, any and all consequences, conditions, injury, damage, loss or expense, including reasonable attorney's fees, which may arise or are claimed to have arisen as a result of unsuitability of use with, compatibility with, or interaction of District's water supply with any materials, components, products or fixtures which are incorporated into or utilized in any improvements upon the real property which is the subject of this Agreement.

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

20. **Successors and Assigns** This Agreement shall bind and benefit the successors and assigns of the parties to this Agreement; however, this Agreement shall not be assigned by the Developer without the prior written consent of the District. Prior to any assignment of this Agreement by Developer, there shall be a complete substitution of all securities, required by this Agreement, with the District. Developer shall also inform all future assignees, if any, of the terms and conditions of this Agreement.

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

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

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

Agreement.

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

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

26. **Waiver** Either party to this Agreement may specifically and expressly waive, in writing, the requirements of any portion of this Agreement, or any breach thereof, but no such waiver shall constitute a further or continuing waiver of the obligation of any preceding or succeeding reach of the same or any other provision. A waiving party may, at any time, thereafter, require future compliance by the other party hereto with the provisions that are so waived. The consent of one party to any acts by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of any party to act, except as otherwise specified in this Agreement. All rights, remedies, undertakings, obligations, covenants, conditions, and agreements contained in this Agreement shall be cumulative and none of them shall be exclusive of any other.

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

To District:	Diablo Water District Attention: General Manager P.O. Box 127 Oakley, CA 94561-0127
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To Developer:	Civic Summer Lake North, LLC Attention: Ryan Parlett and Alec Tappin 1500 Willow Pass Court Concord, CA 94520
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With a Copy To:

Civic Summer Lake North, LLC
Attention: Dana Tsubota and Trent Sanson
1500 Willow Pass Court
Concord, CA 94520

Any party may, from time to time, by written notice to the other party hereto, designate a different address which shall be substituted for that above. If any notice or other document is sent by mail as aforesaid, the same shall be deemed fully delivered and received forty-eight (48) hours after mailing as provided above.

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

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

30. **Entire Agreement** This Agreement contains the entire agreement and understanding concerning the subject matter hereof and supersedes and replaces all prior negotiations and proposed agreements, whether written or oral. Each of the parties hereto acknowledges that no other party, nor the agents nor the attorneys for any party, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein to induce the execution of this Agreement, and acknowledges that this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein.

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

DIABLO WATER DISTRICT

CIVIC SUMMER LAKE NORTH,
a California limited liability company

By: _____
Dan Muelrath, General Manager

By: _____
Ryan Parlett, Authorized Signer

Attest:

Christine Belleci, Forward Planning Manager

(Attach Notary Statement)

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

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

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

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

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

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

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

EXHIBIT "B"
To Facilities Installation Agreement for Subdivision

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

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

APNs: SEE ATTACHED EXHIBIT "C"

Space above this line for Recorder's use

For benefit of: DIABLO WATER DISTRICT

RESTRICTIVE COVENANT TO RUN WITH THE LAND SUBDIVISION _____

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

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

Dated:

Notary:

"OWNER"

By _____

(Print name)

(Title)

EXHIBIT "A" of the Restrictive Covenant

**SUBDIVISION _____
OAKLEY, CALIFORNIA**

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

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

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

END OF DESCRIPTION

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

DRAFT

EXHIBIT “C” of the Restrictive Covenant

List of APNs

[to be provided prior to recording]

DRAFT

DIABLO WATER DISTRICT
May 22, 2024 Board Meeting
Item Number 5

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

Items included for discussion:

- Warrant Register Number:
 - 2024-4
 - ACH and Wire Transactions – April 2024

- Monthly Financial Statements
 - March 2024

RECOMMENDATION:

Approve warrant register 2024-4, ACH wire transactions for April 2024, and receive the monthly financial statement for March 2024.

Jennifer McCoy
Jennifer McCoy
Finance & Accounting Manager

Attached: 1.) Warrant Registers 2024-4
3.) ACH and Wire Transactions for April 2024
4.) March 2024 Financial Statement



DIABLO WATER DISTRICT
WARRANT REGISTER 2024 - 4
May 22, 2024

<u>Check Numbers</u>	<u>Detail</u>	<u>Amount</u>
April Utility Billing Refund Checks 56948 - 56980	See Detail Check Register	4,483.41
April AP Checks 56981 - 57029	See Detail Check Register	581,794.85
Payroll Checks 57030 - 57033	April Payroll Checks	16,483.85
Payroll Direct Deposit Employees	April Payroll Direct Deposit	170,273.37
April AP Checks 57034 - 57039	See Detail Check Register	147,719.08
 TOTAL WARRANTS		 916,271.15

The foregoing Accounts Payable Warrants 56948 through 57039, payroll for April 2024, Federal, State Income Taxes withheld and retirement are hereby approved for payment.

<hr/> General Manager	<hr/> Director
<hr/> Director	<hr/> Director
<hr/> Director	<hr/> Director

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



Diablo Water District, CA

Refund Check Register

Refund Check Detail

UBPKT05507 - April 2024 Refunds

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
026-08557-00	RIVAS, ELIZABETH AND JOSE	4/18/2024	56948	6.07			6.07	Generated From Billing
026-09974-03	MANN, ROBERT	4/18/2024	56949	183.41			183.41	Generated From Billing
099-09354-20	TEICHERT CONSTRUCTION	4/18/2024	56950	451.84			451.84	Generated From Billing
102-02422-04	CASTANEDA, MARCO A	4/18/2024	56951	146.02			146.02	Generated From Billing
102-03865-06	DE FREMERY, JOHN	4/18/2024	56952	87.69			87.69	Generated From Billing
104-01128-03	FIRST REALTY/PRYOR & ASSOC	4/18/2024	56953	76.13			76.13	Generated From Billing
104-02181-01	MCLAUGHLIN, JOHN	4/18/2024	56954	177.38			177.38	Generated From Billing
104-06060-05	GUZMAN, TATIANA	4/18/2024	56955	297.13			297.13	Generated From Billing
105-05896-05	ORSORIA, ROSA	4/18/2024	56956	161.56			161.56	Generated From Billing
106-04531-02	SLATON, DIAH	4/18/2024	56957	192.53			192.53	Generated From Billing
109-11905-03	GANDA, NATALIE	4/18/2024	56958	188.33			188.33	Generated From Billing
110-06555-04	CARDOZA, GABRIELA AND JUAN	4/18/2024	56959	186.94			186.94	Generated From Billing
112-03770-05	2018-4 IH BORROWER LP	4/18/2024	56960	84.16			84.16	Generated From Billing
116-07321-02	OROZCO, ABIUT	4/18/2024	56961	75.62			75.62	Generated From Billing
117-06323-02	NUNEZ, PATRICK	4/18/2024	56962	93.21			93.21	Generated From Billing
119-02074-01	ROSE MARIE SCIORTINO	4/18/2024	56963	89.44			89.44	Generated From Billing
120-01526-01	SILVA, JUAN	4/18/2024	56964	96.23			96.23	Generated From Billing
120-01583-06	FISCHER, HANNAH	4/18/2024	56965	196.23			196.23	Generated From Billing
120-05111-01	RAPP, MARY JO	4/18/2024	56966	168.35			168.35	Generated From Billing
122-05531-02	LLC, CATAMOUNT PROPERTIES 2018	4/18/2024	56967	84.67			84.67	Generated From Billing
122-05803-03	HOUSE HACK	4/18/2024	56968	316.40			316.40	Generated From Billing
129-10347-04	HEAVISIDE, MEAGAN	4/18/2024	56969	151.30			151.30	Generated From Billing
131-08897-06	CHANG, SIMON	4/18/2024	56970	60.78			60.78	Generated From Billing
131-10826-04	LU, HONG	4/18/2024	56971	70.37			70.37	Generated From Billing
134-10611-08	PARKER, SHERRY L	4/18/2024	56972	183.66			183.66	Generated From Billing
134-11296-04	MARAFON, THIAGO	4/18/2024	56973	185.53			185.53	Generated From Billing
137-12197-07	FOFANA, ABDOUL	4/18/2024	56974	83.61			83.61	Generated From Billing
137-12429-03	JR, NELSON ALVARADO	4/18/2024	56975	138.43			138.43	Generated From Billing
138-13257-03	SIMEON, BRITTANY	4/18/2024	56976	189.27			189.27	Generated From Billing
139-13465-00	PULTE GROUP - 1055	4/18/2024	56977	14.58			14.58	Generated From Billing
139-13471-00	PULTE GROUP - 1055	4/18/2024	56978	25.31			25.31	Deposit
139-13480-00	PULTE GROUP - 1055	4/18/2024	56979	4.90			4.90	Deposit
139-13481-00	PULTE GROUP - 1055	4/18/2024	56980	16.33			16.33	Deposit
Total Refunds: 33			Total Refunded Amount:	4,483.41				

Revenue Code Summary

Revenue Code	Amount
996 - Unapplied Credits	4483.41
Revenue Total:	4483.41

General Ledger Distribution

Posting Date: 04/18/2024

	Account Number	Account Name	Posting Amount	IFT
Fund:	01 - General Operating			
	01-00-109-000	Claim on Pooled Cash	-4,483.41	Yes
	01-00-110-000	Accounts Receivable - Water Bills	4,483.41	
		01 Total:	0.00	
Fund:	99 - Pooled Cash			
	99-00-100-000	Pooled Cash	-4,483.41	
	99-00-209-000	Due To Other Funds	4,483.41	Yes
		99 Total:	0.00	
		Distribution Total:	0.00	



Check Register

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank -AP Bank						
ACCBUSINESS	ACC BUSINESS	04/18/2024	Regular	0.00	598.66	56981
ACWAINSR	ACWA JOINT POWERS	04/18/2024	Regular	0.00	18,606.06	56982
ALTAMONT	ALTAMONT LANDSCAPE INC	04/18/2024	Regular	0.00	634.00	56983
AT&TUVRS	AT&T	04/18/2024	Regular	0.00	106.29	56984
AT&T	AT&T	04/18/2024	Regular	0.00	210.53	56985
BORGES	BORGES & MAHONEY CO.	04/18/2024	Regular	0.00	4,018.98	56986
BRENTACE	BRENTWOOD ACE HARDWARE	04/18/2024	Regular	0.00	66.00	56987
BRNTROCK	BRENTWOOD DECORATIVE ROCK	04/18/2024	Regular	0.00	939.38	56988
CDM01	CDM SMITH	04/18/2024	Regular	0.00	117,705.04	56989
LINNCHCK	CHUCK LINN	04/18/2024	Regular	0.00	219.95	56990
CITYOFBW	CITY OF BRENTWOOD	04/18/2024	Regular	0.00	26.40	56991
CITYOFBW	CITY OF BRENTWOOD	04/18/2024	Regular	0.00	1,527.90	56992
COMCAST2	COMCAST	04/18/2024	Regular	0.00	210.83	56993
CCWD01	CONTRA COSTA WATER DIST	04/18/2024	Regular	0.00	160,979.26	56994
CCWD-RB	CONTRA COSTA WATER DIST	04/18/2024	Regular	0.00	186,220.75	56995
CORE&MAIN	CORE & MAIN	04/18/2024	Regular	0.00	1,670.41	56996
COUNTY ASPHALT	COUNTY ASPHALT LLC	04/18/2024	Regular	0.00	480.08	56997
COMCOLO1	CREDIT CONSULTING SER INC	04/18/2024	Regular	0.00	92.05	56998
BOWERS01	DANNY BOWERS	04/18/2024	Regular	0.00	219.95	56999
DATA INSTINCTS	DATA INSTINCTS	04/18/2024	Regular	0.00	4,955.00	57000
EBMUD	East Bay Muni Utility District	04/18/2024	Regular	0.00	799.20	57001
FREEDOM	FREEDOM HIGH SCHOOL	04/18/2024	Regular	0.00	1,000.00	57002
PADILLAG	GINO PADILLA	04/18/2024	Regular	0.00	650.00	57003
HARRIS01	HARRIS COLOR GRAPHICS, INC	04/18/2024	Regular	0.00	783.00	57004
USABLU	HD SUPPLY FACILITIES MAIN	04/18/2024	Regular	0.00	1,687.53	57005
HUNTSONS	HUNT AND SONS INC	04/18/2024	Regular	0.00	134.24	57006
INFOSEND	INFOSEND	04/18/2024	Regular	0.00	8,094.82	57007
INSIGHT	INSIGHT PUBLIC SECTOR, INC	04/18/2024	Regular	0.00	195.89	57008
INSTRUMENT TECH	INSTRUMENT TECHNOLOGY CORPOI	04/18/2024	Regular	0.00	6,807.75	57009
LOWES	LOWE'S	04/18/2024	Regular	0.00	376.76	57010
BOLLES, M	MARK BOLLES	04/18/2024	Regular	0.00	533.00	57011
OAKDISPO	MT DIABLO	04/18/2024	Regular	0.00	762.68	57012
OKLYACE	OAKLEY ACE HARDWARE	04/18/2024	Regular	0.00	229.75	57013
PACE	PACE SUPPLY CORP	04/18/2024	Regular	0.00	106.96	57014
PACG&E03	PACIFIC GAS & ELECTRIC	04/18/2024	Regular	0.00	1,596.48	57015
PACG&E01	PACIFIC GAS & ELECTRIC CO	04/18/2024	Regular	0.00	13,495.05	57016
PAULSAUT	PAUL'S AUTOMOTIVE CENTER	04/18/2024	Regular	0.00	791.00	57017
PURPOSE BUILT	PURPOSE BUILT TRADE CO	04/18/2024	Regular	0.00	228.36	57018
QUADIENT FINANCE	QUADIENT FINANCE USA, INC	04/18/2024	Regular	0.00	300.00	57019
SUBTERRANEAN	SUBTERRANEAN CONSULTING GROU	04/18/2024	Regular	0.00	3,990.00	57020
TYLERTEC	TYLER TECHNOLOGIES INC	04/18/2024	Regular	0.00	26,243.85	57021
US BANK	US BANK	04/18/2024	Regular	0.00	12,141.84	57022
	Void	04/18/2024	Regular	0.00	0.00	57023
	Void	04/18/2024	Regular	0.00	0.00	57024
	Void	04/18/2024	Regular	0.00	0.00	57025
	Void	04/18/2024	Regular	0.00	0.00	57026
VIP CLEANING	VIP CLEANING SERVICE	04/18/2024	Regular	0.00	720.00	57027
WATERSAV	WATERSAVERS IRRIGATION	04/18/2024	Regular	0.00	621.60	57028

Check Register

Packet: APPKT00634-APRIL 2024 WARRANTS 4-17-24 LP

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
ZIRKLE	ZIRKLE ENGRAVING	04/18/2024	Regular	0.00	17.57	57029

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	68	45	0.00	581,794.85
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	68	49	0.00	581,794.85

Fund Summary

Fund	Name	Period	Amount
99	Pooled Cash	4/2024	581,794.85
			<hr/>
			581,794.85



Diablo Water District, CA

Payroll Check Register Checks

Pay Period: 3/27/2024-4/26/2024

Packet: PYPKT00378 - April 2024 Payroll 4-29-24 LP
Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Check Type	Date	Amount	Number
PADILLA, GINO L	P02	Regular	04/30/2024	5,369.76	57030
SEGER, PAUL S	S65	Regular	04/30/2024	92.35	57031
TIERNAN, MARILYN M	T57	Regular	04/30/2024	123.52	57032
WEAVER, WAYNE A	W27	Regular	04/30/2024	10,898.22	57033



Diablo Water District, CA

Payroll Check Register

Direct Deposits

Pay Period: 3/27/2024-4/26/2024

Packet: PYPKT00378 - April 2024 Payroll 4-29-24 LP

Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Date	Amount	Number
ALVARADO, HECTOR A	A85	04/30/2024	5,525.77	847
BELLECI, CHRISTINE	B32	04/30/2024	10,056.30	848
CASTOR, LaVONDA	C03	04/30/2024	8,490.05	849
CRAWFORD, CHAD D	C09	04/30/2024	6,730.36	850
DEJESUS, HUNTER J	D10	04/30/2024	6,356.83	851
FORD, WILLOW	F01	04/30/2024	5,161.18	852
GONZALEZ, JORGE R	G17	04/30/2024	9,211.68	853
GROOVER, MATTHEW J	G21	04/30/2024	5,418.06	854
GONZALES, SOPHIA M	G91	04/30/2024	8,042.47	855
HERRERA, JOHN P	H02	04/30/2024	6,003.83	856
KOVALICK, JOSEPH A	K01	04/30/2024	92.35	857
KNIGHT, KATHLEEN MARIE	K24	04/30/2024	7,946.39	858
McCoy, JENNIFER	L21	04/30/2024	11,893.30	859
LIRA, MICHAEL	L28	04/30/2024	8,167.60	860
LEYBA, SANDRA	L85	04/30/2024	7,273.23	861
MENDOZA, ATANACIO	M20	04/30/2024	9,827.83	862
MILINA, CHERI	M21	04/30/2024	4,928.62	863
MUELRATH, DANIEL B	M22	04/30/2024	15,013.42	864
PASTOR, SCOTT R	P03	04/30/2024	184.70	865
POSADA, LAUREN A	P89	04/30/2024	7,621.63	866
BALESTERI, REBECCA	R20	04/30/2024	5,593.09	867
ROMERO, LUIS J	R22	04/30/2024	8,776.70	868
SMITH, JAMES F	S55	04/30/2024	4,696.06	869
SHAW, JASON R	S74	04/30/2024	92.35	870
VELAZQUEZ, CAMILO R	V01	04/30/2024	7,169.57	871



Diablo Water District, CA

Payroll Check Register

Employee Pay Summary

Pay Period: 3/27/2024-4/26/2024

Packet: PYPKT00378 - April 2024 Payroll 4-29-24 LP

Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Payment Date	Number	Earnings	Deductions	Taxes	Net
ALVARADO, HECTOR A	A85	04/30/2024	847	6,799.60	544.97	728.86	5,525.77
BALESTERI, REBECCA	R20	04/30/2024	867	8,716.46	998.32	2,125.05	5,593.09
BELLECI, CHRISTINE	B32	04/30/2024	848	15,305.12	1,725.41	3,523.41	10,056.30
CASTOR, LaVONDA	C03	04/30/2024	849	11,563.15	926.05	2,147.05	8,490.05
CRAWFORD, CHAD D	C09	04/30/2024	850	9,434.37	940.83	1,763.18	6,730.36
DEJESUS, HUNTER J	D10	04/30/2024	851	10,245.68	974.34	2,914.51	6,356.83
FORD, WILLOW	F01	04/30/2024	852	7,495.58	800.65	1,533.75	5,161.18
GONZALES, SOPHIA M	G91	04/30/2024	855	10,802.31	865.18	1,894.66	8,042.47
GONZALEZ, JORGE R	G17	04/30/2024	853	13,978.52	1,797.23	2,969.61	9,211.68
GROOVER, MATTHEW J	G21	04/30/2024	854	8,027.80	643.22	1,966.52	5,418.06
HERRERA, JOHN P	H02	04/30/2024	856	9,033.92	675.41	2,354.68	6,003.83
KNIGHT, KATHLEEN MARIE	K24	04/30/2024	858	12,644.77	947.25	3,751.13	7,946.39
KOVALICK, JOSEPH A	K01	04/30/2024	857	100.00	0.00	7.65	92.35
LEYBA, SANDRA	L85	04/30/2024	861	10,296.96	824.76	2,198.97	7,273.23
LIRA, MICHAEL	L28	04/30/2024	860	13,041.00	962.73	3,910.67	8,167.60
McCOY, JENNIFER	L21	04/30/2024	859	19,545.78	2,064.66	5,587.82	11,893.30
MENDOZA, ATANACIO	M20	04/30/2024	862	21,122.23	5,009.70	6,284.70	9,827.83
MILINA, CHERI	M21	04/30/2024	863	7,115.44	569.24	1,617.58	4,928.62
MUELRATH, DANIEL B	M22	04/30/2024	864	24,325.00	2,165.00	7,146.58	15,013.42
PADILLA, GINO L	P02	04/30/2024	57030	8,850.16	1,209.01	2,271.39	5,369.76
PASTOR, SCOTT R	P03	04/30/2024	865	200.00	0.00	15.30	184.70
POSADA, LAUREN A	P89	04/30/2024	866	10,863.34	870.07	2,371.64	7,621.63
ROMERO, LUIS J	R22	04/30/2024	868	12,506.80	1,011.77	2,718.33	8,776.70
SEGER, PAUL S	S65	04/30/2024	57031	100.00	0.00	7.65	92.35
SHAW, JASON R	S74	04/30/2024	870	100.00	0.00	7.65	92.35
SMITH, JAMES F	S55	04/30/2024	869	11,164.80	4,281.18	2,187.56	4,696.06
TIERNAN, MARILYN M	T57	04/30/2024	57032	150.00	0.00	26.48	123.52
VELAZQUEZ, CAMILO R	V01	04/30/2024	871	9,247.92	740.83	1,337.52	7,169.57
WEAVER, WAYNE A	W27	04/30/2024	57033	22,482.91	5,438.20	6,146.49	10,898.22
Totals:				295,259.62	36,986.01	71,516.39	186,757.22



Diablo Water District, CA

Payroll Check Register Report Summary

Pay Period: 3/27/2024-4/26/2024

Packet: PYPKT00378 - April 2024 Payroll 4-29-24 LP
Payroll Set: Payroll Set 01 - 01

Type	Count	Amount
Regular Checks	4	16,483.85
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	25	170,273.37
Total	29	186,757.22



By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank -AP Bank						
CCCEFCU0	1st NORTHERN CA	04/30/2024	Regular	0.00	3,500.00	57034
ACWAHPIT	ACWA/JPIA	04/30/2024	Regular	0.00	57,789.68	57035
DWPYRLTX	DIABLO WATER DISTRICT	04/30/2024	Regular	0.00	79,101.29	57036
LININS01	LINCOLN NAT'L LIFE INS	04/30/2024	Regular	0.00	3,574.14	57037
STANDINS	STANDARD INSURANCE CO	04/30/2024	Regular	0.00	3,193.57	57038
VISIONSR	VISION SERVICE PLAN	04/30/2024	Regular	0.00	560.40	57039

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	9	6	0.00	147,719.08
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	9	6	0.00	147,719.08

Fund Summary

Fund	Name	Period	Amount
99	Pooled Cash	4/2024	147,719.08
			<hr/>
			147,719.08

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

Balance as of February 29, 2024	<u><u>\$19,802,523.28</u></u>
Receipts, March 2024	
Operating	883,851.71
Non-Operating (MERA, Admin, Inspection & Eng Fees & Contract Services)	49,304.84
Facilities Reserve	85,738.84
Interest	
General	19,225.15
MERA	1,167.89
Facilities Reserve	20,311.00
Investment activity (+ or -)	10,948.48
Disbursements, March 2024	
Operating	(1,724,543.05)
Facilities Reserve	(721,637.19)
Quarterly Bank Analysis Charges	0.00
Balance as of March 31, 2024	<u><u>\$18,426,890.95</u></u>

FUNDS (as of close of business on March 31, 2024)	AMOUNT
District General Fund	4,755,093.54
Restricted funds	
2019 Series Held in Trust by US Bank	4,942.27
2022 Loan Project Funds - LAIF Account	3,836,000.00
Facilities Reserve (AB-1600 Requirements)	6,729,363.58
Designated Funds	
Rate Stabilization Fund (Target \$1M)	1,000,000.00
Reserve Fund - Capital Reserve (Target \$2M by 2025)	750,000.00
Reserve Fund - Emergency Reserve (Target \$5M by 2030)	0.00
Main Extension Reimbursement (MERA)	539,670.36
Knightsen Well System (M25)	41,040.41
Willow Park Marnia Well System (M27)	(11,219.95)
Customer Deposits	345,700.00
Developer Admin, Inspection & Eng Deposit Totals	(161,157.01)
Current Active Projects	\$ (129,801.57)
Archived Projects	\$ 3,075.20
Projects on Hold	\$ (16,379.55)
Project for Tracking Purposes Only	\$ (16,764.55)
Accidents Pending Collection	\$ (1,286.54)
Subdivision #4990 Phase 3 Bond Deposit	300,000.00
51 Carol Lane Performance Bond	105,000.00
Cypress Self Storage Maintenance Bond	0.00
Substandard Street Investment	
Future Relocation of Bethel Island Road Offsite Waterline	192,000.00
District's Portion of Investment	457.75

TOTAL	<u><u>\$18,426,890.95</u></u>
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DIABLO WATER DISTRICT
MONTHLY FINANCIAL REPORT
FOR PERIOD MARCH 1, 2024 TO MARCH 31, 2024
PAGE 2

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

<u>INSTITUTION</u>	PAR VALUE	RATE OF INTEREST	MARKET VALUE
California Local Agency Investment Fund	*	4.232	8,445,289.05
BMO, General Checking Account	*		3,801,514.34
US Bank - 6712258600 <i>Held US Bank</i> - Value with Interest Earnings/Res Fund 2019			3,985.89
US Bank 6712258602 Reserve Fund - Series 2019	1.00	Varies	
US Bank 6712258603 Corpyard Project Fund - Series 2019	3,984.89	Varies	
MBS RMB-028036 <i>Held Bank of New York</i> - Value with Interest Earnings			6,176,101.67
MD 05/07/24 TSRY5727258 United States Treasury Bills	2,570,000.00	4.842	
MD 08/26/24 03065Q-AK-4 Americu Credit Union Rome N/CD	249,000.00	3.25	
MD 09/10/24 649447-VN-6 New York Cmnty Bk Westbury New York/CD	240,000.00	0.70	
MD 09/23/24 34520L-AF-0 Forbright BK Potomac/CD	245,000.00	3.45	
MD 09/30/24 550551-FY-6 Luther Burbank CVGS Santa Rosa Calif/CD	245,000.00	3.80	
MD 04/07/25 02589AC34 American Express Natl Bk Brokered Intl/CD	240,000.00	2.55	
MD 04/21/25 3133EMWH1 Federal Farm CR BKS Bond Rated AA+ Callable 4/21/22	400,000.00	0.71	
MD 04/30/25 20415QHS1 Community West BK N A Goleta Calif/CD	249,000.00	0.40	
MD 05/20/25 58404D-HB-0 Medallion BK Salt Lake City Utah/CD	249,000.00	0.85	
MD 06/19/25 29278TPQ7 Enerbank USA Salt Lake City/CD	245,000.00	0.70	
MD 06/30/25 740367LJ4 Preferred BK Los Angeles Calif/CD	151,000.00	0.70	
MD 09/25/25 05580A-XF-6 BMW BK North Amer Salt Lake City Utah/CD	249,000.00	0.50	
MD 10/23/25 88241TJJ0 Texas Exchange BK SSB Crowley/CD Callable 01/23/21	125,000.00	0.60	
MD 05/14/26 06048W-L9-9 Bank Amer Corp Medium Term Rated A2 Callable 5/14/2	200,000.00	1.40	
MD 11/27/26 052392CC9 Austin Telco Fed Cr Un Tex Sc/CD	200,000.00	5.05	
MD 01/29/27 42869G-AA-4 Hickam Fed Cr Un Honolulu Hawaii SH CTF/CD	220,000.00	4.40	
MD 05/18/27 14042RRF0 Capital One Natl Assn Mclean VA/CD	230,000.00	3.20	
Multibank Interest, Money Management Fund	11,904.40		

TOTAL \$18,426,890.95

* Demand Account

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

ACRONYMS

- ADMIN - Administration
- BK - Bank
- CD - Certificate of Deposit
- ENG - Engineering
- MBS - Multi-Bank Securities, Inc
- MD - Maturity Date
- MERA - Main Extension Reimbursement Account
- Mtg - Meeting
- RES - Reserve

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

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

<u>INSTITUTION</u>	RATE OF INTEREST	MARKET VALUE
Lincoln National, Deferred Compensation (Quarterly)	Varies	1,187,330.27
CERBT Funds (Quarterly)	7.127% year/year	1,159,661.08
<i>TOTAL</i>		<i>\$2,346,991.35</i>

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

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

COUNTY WELL FUND BALANCES

<u>Knightsen (M25)</u>	<u>Expenses</u>	<u>Income</u>	<u>Total Fund Balance</u>
FY 07/08	(6,686.92)	6,234.61	(23,573.85)
FY 08/09	(7,727.20)	6,678.44	(24,622.61)
FY 09/10	(10,755.47)	6,597.68	(28,780.40)
FY 10/11	(14,038.87)	6,436.27	(36,383.00)
FY 11/12	(12,396.89)	8,286.50	(40,493.39)
FY 12/13	(10,137.89)	8,883.84	(41,747.44)
FY 13/14	(6,200.51)	12,272.06	(35,675.89)
FY 14/15	(6,932.58)	15,655.41	(26,953.06)
FY 15/16	(8,416.99)	16,875.62	(18,494.43)
FY 16/17	(8,785.34)	17,273.74	(10,006.03)
FY 17/18	(7,922.88)	20,365.36	2,436.45
FY 18/19	(11,864.02)	17,841.20	8,413.63
FY 19/20	(9,223.40)	19,299.15	18,489.38
FY 20/21	(15,538.25)	16,817.08	19,768.21
FY 21/22	(11,441.81)	18,374.15	26,700.55
FY 22/23	(9,348.58)	20,744.48	38,096.45
FY 23/24 (As of Mar)	(13,739.59)	16,683.55	41,040.41

<u>Willow Park (M27)</u>	<u>Expenses</u>	<u>Income</u>	<u>Total Fund Balance</u>
FY 07/08	(18,540.27)	35,856.74	93,589.03
FY 08/09	(22,923.46)	37,741.56	108,407.13
FY 09/10	(18,061.81)	36,018.24	126,363.56
FY 10/11	(23,516.61)	36,036.01	138,882.96
FY 11/12	(24,035.34)	36,667.17	151,514.79
FY 12/13	(47,529.75)	34,738.68	138,723.72
FY 13/14	(49,171.53)	39,995.81	129,548.00
FY 14/15	(13,720.87)	40,031.50	155,858.63
FY 15/16	(15,238.28)	40,514.09	181,134.44
FY 16/17	(71,763.56)	40,811.23	150,182.11
FY 17/18	(127,061.18)	42,658.12	65,779.05
FY 18/19	(115,739.39)	44,305.39	(5,654.95)
FY 19/20	(36,613.13)	46,080.33	3,812.25
FY 20/21	(98,331.00)	48,344.04	(46,174.71)
FY 21/22	(35,917.18)	56,310.23	(25,781.66)
FY 22/23	(49,426.10)	67,652.30	(7,555.46)
FY 23/24 (As of Mar)	(44,754.97)	41,090.48	(11,219.95)

DIABLO WATER DISTRICT
 BANKING ACTIVITY for APRIL 2024
 May 22, 2024

TRANSACTION TYPE	DATE	PAYABLE TO	FOR	AMOUNT
Electronic Debit	04/01/24	CalPERS	SIP 457 Deferred Comp - March 2024 Payroll Deductions	4,791.66
Electronic Debit	04/01/24	CalPERS	CalPERS Retirement Contributions - SK Final Check	817.99
Electronic Debit	04/01/24	CalPERS	CalPERS Retirement Contributions - March 2024 Payroll	52,445.86
Electronic Debit	04/02/24	Global Payments	Credit Card Processing Fees - Open Edge (Mar)	10,649.44
Electronic Debit	04/05/24	State of Idaho	State of Idaho Withholding - 1st Quarter 2024 Payroll - Cheri	829.00
Electronic Debit	04/05/24	Merchant Bankcard	Credit Card Processing Fees - Vantiv (Mar)	158.87
Electronic Debit	04/23/24	CalPERS	CalPERS - Replacement Benefit Fund Contribution	1,088.55
Electronic Debit	04/30/24	DWD Direct Deposit	Payroll April 2024 - Direct Deposit (See Warrant Reg)	170,273.37
TOTAL ACTIVITY				241,054.74

The above Banking Transactions for April 2024 were given to the Board of Directors for their review as part of the May 22, 2024 Board Meeting.

Jennifer McCoy

 Jennifer McCoy
 Finance & Accounting Manager

May 14, 2024

 Date

DIABLO WATER DISTRICT
May 22, 2024 Board Meeting
Item Number 6

TO: Each Director

FROM: Jennifer McCoy, Finance & Accounting Manager

SUBJECT: Authorization to Mail Prop 218 for the District's Well Systems.

The District owns and operates three financially-independent well systems that are separate from the District's larger water distribution system. Revenues and expenses for the well systems are tracked independently, and rates are set based on current and future cost estimates. Expenses for all systems are experiencing high inflationary pressure for energy and chemical expenses in addition to individually identified items below.

Willow Park/Mariner Well System M-27 (162 customers): fund balance had previously dropped to a negative fund balance due to the State mandated installation of water meters, the failing of several service lines in the past couple years, and an engineering study to determine options for wellhead treatment for arsenic. It is expected that this fund will end FY 23/24 with a minimal positive fund balance of \$11,784.54. The District is budgeting to install a security camera system this next FY, as well as planning to utilize State funds to consolidate this system into the District's larger water system. However, the State will not pay to bring this well fund into a positive balance, so rate increases are needed to keep this fund in good standing. Consolidation is expected to occur in 2 – 3 years. Staff recommends a 10% rate increase from \$462 per year to \$508 per year.

Knightsen Well System M-25 (23 customers): fund balance historically stays in the positive; however, the District strives to increase the investments in this well system to include: SCADA, a backup generator for power outages, the installation of security cameras, and build a larger emergency reserve balance for large assets items (pumps, tanks, etc.). Staff recommends shifting from bi-monthly to monthly billing to align with all other District billing cycles, in addition to increasing the monthly water service charge rates by 15% to the following:

<u>Size of Meter:</u>	<u>Service Charge Amount:</u>
5/8"	\$46.87
1"	\$59.65
1 1/2"	\$76.69
2"	\$123.55
3"	\$468.63

Attached: Prop 218 Letters



Southpark Well System M-24 (2 customers): fund balance historically stays in the positive; however, the District strives to increase the investments in this well system to include: connection and intertie for future recycled water networks, pump rebuilds, the installation of security cameras, and the building of a larger emergency reserve balance for large assets items (VFD, tanks, etc.). Staff recommends a 10% rate increase from \$1.30 per hundred cubic feet to \$1.43 per hundred cubic feet, as well as a 10% increase on the monthly service charge.

<u>Size of Meter:</u>	<u>Service Charge Amount:</u>
5/8" x 3/4"	\$5.03
1"	\$12.57
1-1/2"	\$25.12
2"	\$40.18
3"	\$75.34
4"	\$125.56
6"	\$251.11
8"	\$401.77
10"	\$577.55
12"	\$1,079.76
14"	\$1,607.08
16"	\$2,300.13

RECOMMENDATION:

Authorize the mailing of Prop 218 notifications for the proposed rate increase to the District's Well Systems.

Jennifer McCoy
 Jennifer McCoy
 Finance & Accounting Manager



County Well System M-24 Southpark

NOTICE IS HEREBY GIVEN that the Board of Directors of Diablo Water District shall hold a public hearing at 6:30 p.m. on July 24, 2024, at the office of the District at 87 Carol Lane, Oakley, California. You can find the login information for the meeting on our website www.diablowater.org and click on board agendas and minutes.

At such time, the Board will consider a proposal related to a 10% increase for well system M24 water service from Diablo Water District. The well water used within the boundaries of Subdivision 7562, Contra Costa County, for irrigation and lake fill is currently billed at \$1.30 per hundred cubic feet. The proposed increase is to \$1.43 per hundred cubic feet. The monthly service charge rates are proposed to increase to the following rates:

<u>Size of Meter:</u>	<u>Service Charge Amount:</u>
5/8" x 3/4"	\$5.03
1"	\$12.57
1-1/2"	\$25.12
2"	\$40.18
3"	\$75.34
4"	\$125.56
6"	\$251.11
8"	\$401.77
10"	\$577.55
12"	\$1,079.76
14"	\$1,607.08
16"	\$2,300.13

This increase is necessary to cover rising costs in utilities, chemicals, and labor, as well as upcoming future expenses such as: installment of a security camera system, replace the well pump and VFD (variable frequency drive) and additional piping and interties to provide resiliency to the water system. Additional expenses over the next 5 years are projected to be \$530,000.

This well system is also subject to District Regulations No. 6 & 7 as they relate to backflow prevention service charges and the conditions of water service delivered.

A written protest against the proposed increase may be mailed or delivered to Diablo Water District at 87 Carol Lane, P.O. Box 127, Oakley, CA 94561 and must be received before the close of the Public Hearing on July 24, 2024.

Please call the Finance and Accounting Manager at Diablo Water District, Jennifer McCoy, at 925-625-0484 if you have any questions.

County Well System M-25 Knightsen

NOTICE IS HEREBY GIVEN that the Board of Directors of Diablo Water District shall hold a public hearing at 6:30 p.m. on July 24, 2024, at the office of the District at 87 Carol Lane, Oakley, California. You can find the login information for the meeting on our website www.diablowater.org and click on board agendas and minutes.

At such time, the Board will consider a proposal to shift from bi-monthly to monthly water billing, as well as to increase the monthly service charge rates by 15% for well system M25 water service from Diablo Water District to the following:

<u>Size of Meter:</u>	<u>Service Charge Amount:</u>
5/8"	\$46.87
1"	\$59.65
1 1/2"	\$76.69
2"	\$123.55
3"	\$468.63

This increase is necessary to cover rising costs in utilities, chemicals, and labor, as well as upcoming future expenses such as the installment of a security camera system, an emergency back-up generator for power outages and the addition of remote supervisory and security controls for the well system. Additional expenses over the next 5 years are projected to be approximately \$275,000 and would result in a negative fund balance without the proposed rate increase.

This well system is also subject to District Regulations No. 6 & 7 as they relate to backflow prevention service charges and the conditions of water service delivered.

A written protest against the proposed increase may be mailed or delivered to Diablo Water District at 87 Carol Lane, P.O. Box 127, Oakley, CA 94561 and must be received before the close of the Public Hearing on July 24, 2024.

Please call the Finance and Accounting Manager at Diablo Water District, Jennifer McCoy, at 925-625-0484 if you have any questions.

M25 WELL FUND BALANCES

<u>Knightsen (M25)</u>	<u>Expenses</u>	<u>Income</u>	<u>Total Fund Balance</u>
FY 07/08	(6,686.92)	6,234.61	(23,573.85)
FY 08/09	(7,727.20)	6,678.44	(24,622.61)
FY 09/10	(10,755.47)	6,597.68	(28,780.40)
FY 10/11	(14,038.87)	6,436.27	(36,383.00)
FY 11/12	(12,396.89)	8,286.50	(40,493.39)
FY 12/13	(10,137.89)	8,883.84	(41,747.44)
FY 13/14	(6,200.51)	12,272.06	(35,675.89)
FY 14/15	(6,932.58)	15,655.41	(26,953.06)
FY 15/16	(8,416.99)	16,875.62	(18,494.43)
FY 16/17	(8,785.34)	17,273.74	(10,006.03)
FY 17/18	(7,922.88)	20,365.36	2,436.45
FY 18/19	(11,864.02)	17,841.20	8,413.63
FY 19/20	(9,223.40)	19,299.15	18,489.38
FY 20/21	(15,538.25)	16,817.08	19,768.21
FY 21/22	(11,441.81)	18,374.15	26,700.55
FY 22/23	(9,348.58)	20,744.48	38,096.45
FY 23/24 (As of Apr)	(14,434.57)	19,119.45	42,781.33

County Well System M-27 Willow Park Marina

NOTICE IS HEREBY GIVEN that the Board of Directors of Diablo Water District shall hold a public hearing at 6:30 p.m. on July 24, 2024, at the office of the District at 87 Carol Lane, Oakley, California. You can find the login information for the meeting on our website www.diablowater.org and click on board agendas and minutes.

At such time, the Board will consider a proposal for an increase on Levy GI, which currently appears on your property tax statement, for well system M27 water service from Diablo Water District. At this time, the District is proposing to increase the current annual Levy of \$462/year to \$508/year.

This increase is essential to ensure the fund balance stays positive and builds a financial reserve for the well system. In addition to the increased monthly costs of PG&E and chemical expenses, it is essential that the well system fund balance remains in good standing prior to any future consolidation with the larger Diablo Water District system. Currently, system consolidation is the only viable path to remedy the arsenic levels that exceed current maximum contaminant levels present in the current well system.

A written protest against the proposed increase may be mailed or delivered to Diablo Water District at 87 Carol Lane, P.O. Box 127, Oakley, CA 94561 and must be received before the close of the Public Hearing on July 24, 2024.

Please call the Finance and Accounting Manager at Diablo Water District, Jennifer McCoy, at 925-625-0484 if you have any questions.

M27 WELL FUND BALANCES

<u>Willow Park (M27)</u>	<u>Expenses</u>	<u>Income</u>	<u>Total Fund Balance</u>
FY 07/08	(18,540.27)	35,856.74	93,589.03
FY 08/09	(22,923.46)	37,741.56	108,407.13
FY 09/10	(18,061.81)	36,018.24	126,363.56
FY 10/11	(23,516.61)	36,036.01	138,882.96
FY 11/12	(24,035.34)	36,667.17	151,514.79
FY 12/13	(47,529.75)	34,738.68	138,723.72
FY 13/14	(49,171.53)	39,995.81	129,548.00
FY 14/15	(13,720.87)	40,031.50	155,858.63
FY 15/16	(15,238.28)	40,514.09	181,134.44
FY 16/17	(71,763.56)	40,811.23	150,182.11
FY 17/18	(127,061.18)	42,658.12	65,779.05
FY 18/19	(115,739.39)	44,305.39	(5,654.95)
FY 19/20	(36,613.13)	46,080.33	3,812.25
FY 20/21	(98,331.00)	48,344.04	(46,174.71)
FY 21/22	(35,917.18)	56,310.23	(25,781.66)
FY 22/23	(49,426.10)	67,652.30	(7,555.46)
FY 23/24 (As of Apr)	(45,449.95)	70,873.00	17,867.59

DIABLO WATER DISTRICT
May 22, 2024 Board Meeting
Item Number 7

TO: Each Director
FROM: Dan Muelrath, General Manager
SUBJECT: Rate Pass-through.

The District's rate increases over the past couple years have been guided by a rate model and data developed three years ago, which do not account for the continued post-pandemic inflation the District has been experiencing. To date, the District has not passed through many of these large increases that have been incurred.

Year over year, inflation-related items that have not been included in previous pass-throughs include, but are not limited to:

- | | |
|---|-----|
| ○ Administrative and General (permits, audit, associations) | 11% |
| ○ Insurance | 28% |
| ○ Operations and Maintenance (material prices, PG&E) | 20% |
| ○ Labor (COLA, merit increases, salary adjustments for industry parity) | 15% |
| ○ Transmission & Distribution (fuel, chemicals, supplies) | 18% |
| ○ CCWD and RBWTP (cost of water and cost of RBWTP) | 19% |

These unmitigated expenses are resulting in an unsustainable structural \$3 million shortfall for FY 2024/25. In order to mitigate these expenses, the District's rate model has been updated to reflect these inflationary costs and determine an adjusted rate schedule. The proposed rates should be viewed as a stopgap prior to a new rate study being performed in FY 2024/25.

Staff recommends performing the full rate adjust for pass-through costs effective this July rather than a partial increase now and an additional increase later this year. In collaboration with the District's PR Consultant, we've developed a concise and transparent bill-face message. Additionally, website resources will be available to provide further clarity and understanding of District rates. Moving forward, the district's new rate adjustment billing period will be in July, which will enhance the district's budgeting process. This change means that staff will not need to anticipate costs 18+ months into the future (District's current process). Timeline to implementation:

- Board approves pass-through rates tonight.
- Rates and revenue built into final draft of FY 2024/25 budget.
- Bill face message on June bill.
- Launch updated rates webpage with details and infographics (sample on next page).
- July bill – new rates effective.
- November – start rate study.

Attachment: Attachment A – Passthrough rates



- March 2025 – finish rate study.
- July 2025 – new rate structures, rates, etc.

Considering the District’s push in the last 3-4 years to be an industry-leading utility (customer service, resiliency, water quality, innovation, etc.), it is expected that the District will not be able to sustain the lowest water rates given the investments and skilled staff that are required to achieve these goals. There are a few things worth noting:

- The District still has the lowest service charge in the area, which means customers have the highest ability to reduce their bills through efficiency efforts.
- The average water bill is only \$5 more per month under the new rates.
- City of Antioch will likely be performing a rate study later this year to incorporate the costs of operating their new Brackish Water plant.



Average Bill Comparison

Most of Diablo Water District customers are residential users.
 Our average residential customer uses 12 units per month.
 See how we measure up to other districts in our area.

🚰 Diablo Water	12 units = \$82.24
City of Antioch	12 units = \$71.98
City of Brentwood	12 units = \$90.26
City of Pittsburg	12 units = \$94.03
Contra Costa Water District	12 units = \$108.60

**Diablo Water District offers the lowest service charge in the area*

RECOMMENDATION:

Authorize the rate pass-through adjustments in Attachment A effective for July 2024 water bills.

Dan Muelrath

Dan Muelrath
 General Manager

Attachment: Attachment A – Passthrough rates



Attachment A

Service Charges (\$ / month)	
5/8" meters (typical residential meter)	23.56
1" meters	58.90
1" w/ fire sprinklers meters	23.56
1 ½" meters	117.80
2" meters	188.48
3" meters	412.30
4" meters	706.80
6" meters	1,590.30
8" meters	3,298.40
10" meters	4,947.60
12" meters	6,243.40
Fire services	27.80
Fire hydrant meters	412.30

Check Valve Charges (\$ / month)	
¾" to 2"	6.04
2 ½"	8.50
3"	11.32
4"	18.87
6"	37.75
8"	60.40
10"	86.83
12"	162.31

Fire Detector Assembly (\$ / month)	
3"	11.12
4"	18.56
6"	37.10
8"	59.37
10"	85.34
12"	159.55

Volumetric Rates (\$ / hcf*)	
Single Family	
Tier 1: 0 -8 hcf	3.98
Tier 2: 9-14 hcf	6.71
Tier 3: 15+ hcf	9.82
Multifamily	
All Usage	6.01

* Consumption units are hcf = 100 cubic feet (748 gallons).

Attachment A

Volumetric Rates (\$ / hcf*)	
Non-Residential	
Tier 1: 0 -34 hcf	5.40
Tier 2: 35+ hcf	6.91
Dedicated Irrigation	
Tier 1: 0 -113 hcf	5.40
Tier 2: 114+ hcf	7.52
Hydrant (Construction Use, etc.)	
Tier 1: 0 -115 hcf	5.40
Tier 2: 116+ hcf	7.52

* Consumption units are hcf = 100 cubic feet (748 gallons).

DIABLO WATER DISTRICT
May 22, 2024 Board Meeting
Item Number 8

TO: Each Director
FROM: Dan Muelrath, General Manager
SUBJECT: Fiscal Year 2024/25 Draft Budget.

Budget Process:



Draft FY 2024/25

Revenue Assumptions:

- Water sales will continue to be significantly below the rate model due to fewer new homes, wet winter/spring, and slow rebound of water sales from previous drought.
 - Initiate a rate pass-through for inflationary items.
 - Pass-through rates will generate an additional \$2.75 million per year.
 - A rate study should still be performed to see the impacts of reallocating costs for the Groundwater Sustainability Agency, additional conservation requirements, consideration of a 4th tier, demand reductions, shifting tier breakpoints, full staffing cost, potential zones, capital replacement charge, etc.

Expense Assumptions:

- Examples of inflation-driven costs (year-over-year increase):
 - Administrative and General (permits, audit, associations) \$23,000
 - Insurance \$40,000
 - Operations and Maintenance (material prices, PG&E) \$252,000
 - Labor (COLA, merit increases, salary adjustments for industry parity) \$667,500
 - Transmission & Distribution (fuel, chemicals, supplies) \$59,000
 - CCWD and RBWTP (cost of water and cost of RBWTP) \$1,533,000

Staff will take the next couple of weeks to incorporate any additional data points and to compile the full Final Budget Document for adoption at the special Board meeting on June 12, 2024.

RECOMMENDATION:

Discuss.

Dan Muelrath

Dan Muelrath
General Manager

Attached: Fund 01
Fund 02
5 Year CIP



DIABLO WATER DISTRICT

General Operating Fund 01

Fiscal Year 2024/25

Account Number	Account Name	ADOPTED FY 23/24 Budget	Expected FY 23/24 Finish	FY 24/25 Budget
	Beginning Fiscal Year Fund Balance - Includes Rate Stabilization	4,326,819	4,326,819	4,212,832
Operating Revenues				
	Water Sales - Residential/Business	14,820,000	13,923,483	18,119,427
01-00-500-000	Water Sales - Domestic & Business	14,820,000	13,923,483	18,119,427
	Water Sales - Other	430,000	347,091	400,000
01-00-500-001	Water Sales - Hydrant/Fire/Construction	350,000	306,091	350,000
01-24-500-000	Water Sales - Non Potable from Southpark Well	80,000	41,000	50,000
	Check Valve Charges	252,965	260,675	317,415
01-00-515-000	Check Valve Maintenance	250,000	258,782	315,000
01-00-515-001	Check Valve Installation	2,575	1,528	2,000
01-24-515-000	Check Valve Maintenance Southpark	390	365	415
	Miscellaneous Income	415,000	439,079	432,500
01-00-520-004	Late Charges	100,148	107,000	110,000
01-00-520-000	Trip Charges	35,000	40,000	42,000
01-00-520-001	Call-Out Charges	2,000	2,200	2,400
01-00-520-007	Tampering Charges	45,000	60,000	50,000
01-00-520-003	Returned Item Charges	4,000	4,600	5,000
01-00-520-005	Meter Repairs	2,000	500	1,000
01-00-520-009	Application/Delinquent/Disconnect Fees	98,000	95,500	101,100
01-00-530-000	Hydrant Meter Replacement	2,000	-	2,000
01-00-530-001	Hydrant Meter Repairs	500	-	500
01-00-530-002	Field Service Charges	2,000	175	1,000
01-00-540-000	Bad Debt Recovery	2,000	2,500	2,500
01-10-580-004	Delta Coves Property Tax Income	61,800	68,816	75,000
01-13-725-000	Reimbursement for Retirees Health Benefits - OPEB	60,552	57,788	40,000
Non-Operating Revenues				
	Interest/Rental Income/Other	305,061	821,900	2,060,900
01-00-510-001	Interest Income Investments	30,000	260,000	200,000
01-00-510-002	Interest Income LAIF	40,000	180,000	75,000
01-00-580-000	Other Income	50,000	185,000	155,000
01-00-580-010	Grant Revenue	50,000	51,000	1,482,900
01-00-581-000	Rental Income	135,061	145,900	148,000
	Reimbursements from Well Systems/Developers	511,000	351,000	400,000
25-00-109-000	Knightsen Well - M25	3,000	3,700	4,000
Multiple	Developers	500,000	343,500	392,000
27-00-109-000	Willow Park Marina Well - M27	8,000	3,800	4,000
	Total General Fund Revenues	16,734,026	16,143,227	21,730,242

Operating Expenses				
	Administrative and General	204,405	199,819	227,550
Multiple	<i>District Regulatory Permits and Dues</i>	93,500	89,477	94,000
Multiple	<i>District Associations and Subscriptions</i>	24,580	26,698	37,925
01-00-733-000	<i>Audit</i>	50,700	53,450	60,000
01-00-733-001	<i>LAFCO - 50% GF and 50% FR</i>	3,000	2,776	3,000
Multiple	<i>Taxes and Licenses</i>	2,625	2,417	2,625
01-04-800-028	<i>Office Record Imaging</i>	30,000	25,000	30,000
	Board of Directors	24,010	20,555	44,362
01-00-751-000	<i>Payroll & Taxes</i>	13,450	11,180	13,287
01-00-750-000	<i>Mailings/Worker's Comp/Elections/Training/Miscellaneous</i>	10,560	9,375	31,075
	Engineering / Consulting	270,500	296,500	325,000
Multiple	<i>Engineering</i>	212,500	207,500	91,500
Multiple	<i>Consulting</i>	58,000	89,000	233,500
	Finance	365,000	360,890	391,000
01-05-735-000	<i>Bank Charges</i>	2,500	1,200	2,000
01-05-735-001	<i>Collections Expense</i>	3,000	3,000	3,000
01-05-735-002	<i>Bills/Envelopes/Mailing Service</i>	26,500	24,000	26,000
01-05-735-004	<i>Postage Account</i>	75,000	75,000	77,000
01-05-735-005	<i>Postage Meter</i>	3,000	3,000	3,000
01-05-735-003	<i>Upgrades for Software</i>	5,000	1,000	5,000
01-05-735-008	<i>Credit Card Processing</i>	250,000	253,690	275,000
	Customer Service	178,650	33,170	161,650
01-03-734-000	<i>Answering Service</i>	2,150	2,000	2,150
01-03-734-002	<i>Conservation</i>	75,000	4,200	50,000
01-00-734-001	<i>Website</i>	8,000	3,500	8,000
01-03-734-003	<i>Tyler Software - SMS Customer Notifications & IVR</i>	750	1,000	1,500
01-03-734-005	<i>Customer Service Survey</i>	25,000	-	25,000
01-03-734-004	<i>Scholarship</i>	1,000	2,000	3,500
Multiple	<i>Public Information</i>	66,750	20,470	71,500
	Office	235,980	220,560	259,800
Multiple	<i>Maintenance Agreements</i>	52,980	46,460	53,300
01-04-737-000	<i>Janitorial Service</i>	12,500	12,500	12,500
01-04-742-001	<i>Office Supplies/Logo Uniforms</i>	27,500	22,500	22,500
01-04-742-000	<i>Miscellaneous</i>	5,000	5,000	5,000
01-04-739-000	<i>New Equipment</i>	12,000	12,000	25,000
01-00-731-000	<i>Manager Expenses</i>	6,000	4,000	7,000
01-04-738-000	<i>Landscaping Services</i>	9,000	7,500	9,000
01-04-738-001	<i>Office Building Maintenance</i>	7,500	7,500	10,000
01-04-740-000	<i>Software - Annual Fees</i>	85,000	85,000	95,000
01-04-741-000	<i>Office - Utilities</i>	7,500	7,500	8,000
Multiple	<i>Office - Phone Line Services</i>	11,000	10,600	12,500
	Insurance	140,000	146,022	180,000
01-00-732-000	<i>Business, Auto, Liability, Commercial, Etc.</i>	140,000	146,022	180,000
	Legal Expenses	45,000	60,000	55,000
01-00-730-000	<i>Legal Expenses - 50% GF and 50% FR</i>	45,000	60,000	55,000
	Operations and Maintenance	1,240,250	1,152,995	1,622,780
Multiple	<i>Maintenance Corpyard</i>	29,760	27,014	42,260
Multiple	<i>Maintenance T&D</i>	444,120	388,620	526,120
Multiple	<i>Maintenance Backflow</i>	78,000	108,485	80,000
Multiple	<i>Maintenance Reservoirs</i>	29,500	7,046	38,000
Multiple	<i>Maintenance Blending</i>	24,650	15,000	25,150
Multiple	<i>Maintenance Glen Park Well</i>	25,580	80,300	14,600
Multiple	<i>Maintenance Stonecreek Well</i>	10,280	10,120	134,300
Multiple	<i>Maintenance Delta Coves</i>	5,430	6,780	10,300
Multiple	<i>Maintenance M24 Southpark - Non Potable Water</i>	140,280	5,300	144,300
01-00-766-000	<i>Water Samples</i>	80,000	80,000	82,400
Multiple	<i>General Operating Corpyard</i>	56,450	54,690	88,950
Multiple	<i>Telephone Services for Field</i>	13,700	12,800	29,500
Multiple	<i>Utilities for Field</i>	302,500	356,840	406,900
	Payroll - Salaries/Benefits/Taxes	4,308,760	4,072,481	5,151,391
Multiple	<i>Salaries</i>	2,572,932	2,416,479	3,152,249
Multiple	<i>Overtime</i>	169,487	275,179	149,561
Multiple	<i>Benefits - Health/LTD/STD/Life Insurance/Retirement</i>	1,132,885	993,901	1,303,059
Multiple	<i>Taxes - Worker's Compensation/FICA/Medi</i>	237,021	237,280	312,423
01-13-725-000	<i>Retired Employees Benefits</i>	45,372	41,878	43,000
01-13-726-000	<i>Contra Costa County Employee Retirement Association</i>	96,763	96,763	97,100
Multiple	<i>Human Resources - Tuition Reimb/HR Needs/Recruitment Costs</i>	54,300	11,000	94,000

	Transmission and Distribution	345,400	285,245	404,800
Multiple	Automotive Fuel, Maintenance, Miscellaneous	149,200	104,350	154,200
01-09-767-000	Chemicals Glen Park Well	10,000	8,000	10,000
01-16-767-000	Chemicals Blending Facility	37,650	42,823	49,500
01-08-767-000	Chemicals Stonecreek Well	7,500	3,000	7,500
01-10-767-000	Chemicals Delta Coves	10,500	8,000	10,500
01-24-767-000	Chemicals M24 Southpark - Non Potable Water	3,000	2,800	3,000
Multiple	General Operating - T&D	80,550	70,946	122,250
Multiple	General Operating Blending	36,000	35,461	36,100
01-09-766-000	General Operating Glen Park Well	3,000	3,000	3,000
01-08-766-000	General Operating Stonecreek Well	3,000	3,000	3,500
Multiple	General Operating M24 Southpark - Non Potable Water	4,000	3,428	4,200
Multiple	General Operating Delta Coves	1,000	437	1,050
	Training	78,500	70,058	147,600
Multiple	Training & Professional Development	53,700	59,222	108,300
Multiple	Safety	24,800	10,836	39,300
	Water Purchases - Source of Supply CCWD	4,985,000	5,280,944	5,642,395
01-00-610-000	Water Purchases from CCWD	4,985,000	5,280,944	5,642,395
	Water Treatment and Maintenance - RBWTP O&M	2,434,649	2,739,841	2,883,731
01-14-700-000	Randall Bold Water Treatment Plant O&M	2,434,649	2,739,841	2,883,731
	Total Operating Expenses	14,856,104	14,939,079	17,497,059
Operating Debt Service Expenses				
01-09-801-001	Refinance Glen Park & Blending 2022 Loan - 24% GF and 76% FR	105,278	105,278	104,770
01-00-801-001	Capital Projects Financing Loan 2022 - 50% GF and 50% FR	240,942	240,942	240,603
01-00-801-002	Office Building 2019 COP - 57.5% GF and 42.5% FR	148,580	148,580	146,798
	Total Operating - Debt Service Expenses	494,800	494,800	492,171
Operating - Capital Expenses				
01-00-800-001	Public Right of Way Relocations	130,000	130,000	130,000
Multiple	RBWTP - Projects & Improvements (WTP 66.5% GF & 33.5% FR)	384,883	290,353	811,336
01-02-800-071	Field Equipment Purchases	15,000	15,000	225,000
01-02-800-038	Valve Replacement	25,000	25,000	40,000
01-02-800-001	Add/Replace Vehicles - Construction Trucks 50% GF and 50% FR	227,500	194,060	158,000
NEW	Vertical Asset Replacement CIP	-	-	42,500
01-12-800-002	R2 Seismic Upgrades - 52% GF and 48% FR	50,000	25,000	1,560,000
01-00-800-014	Scada Upgrade - 50% GF and 50% FR	10,000	5,000	88,100
01-04-800-001	New Office Equipment	-	-	15,000
01-04-736-007	Office - Building Upgrades	125,000	115,000	25,000
NEW	Bulk Material Covered Area	-	-	75,000
	Total Operating - Capital Expenses	967,383	799,413	3,169,936
Operating - Non Capital Expenses				
Multiple	Corpyard Improvements	13,500	8,922	13,500
01-02-800-032	Pipeline Corrosion Testing/Repairs	15,000	15,000	15,000
	Total Operating - Non Capital Expenses	28,500	23,922	28,500
	Total General Fund Operating Expenses	16,346,787	16,257,214	21,187,666
	Ending Fiscal Year Fund Balances - Includes Rate Stabilization	4,714,058	4,212,832	4,755,408

GF - General Fund FR - Facilities Reserve

General Fund Reserve:

\$3,500,000 equals one quarter of operation expenses,
\$ 1,000,000 for cash shortfalls that occur during the fiscal year,
\$ 1,000,000 for emergency purposes, and
\$ 1,500,000 for unanticipated replacement of large depreciated assets.

Rate Stabilization Reserve:

\$1,000,000 for Rate Stabilization Fund which has been established to allow the District to smooth rate increases consistent with the District's long term outlook on water rate setting. Amounts utilized from this fund constitute gross revenues for the fiscal year in which they are utilized. Interest earned on this fund may be withdrawn by the District at its discretion annually and accounted for as gross revenue. The District has the right at any time to withdraw any or all amounts in this fund for any lawful purpose of the District. For determining debt coverage ratio the end of year balance in this fund will be treated as revenue.

DIABLO WATER DISTRICT

Facilities Reserve Fund 02

Fiscal Year 2024/25

Account Number	Account Name	ADOPTED FY 23/24 Budget	Expected FY 23/24 Finish	FY 24/25 Projected
	Beginning Fiscal Year Balance	7,120,041	7,120,041	5,948,177
Operating Revenues				
02-00-588-000	Developer Fees Income	2,737,218	1,676,432	2,000,000
02-00-581-000	Rental Income	29,010	30,465	30,814
02-00-510-000	Interest Income	100,000	240,000	200,000
02-00-580-010	Grant Revenue	-	4,303	250,000
02-00-580-000	Other Income	25,000	-	-
	Total Facilities Reserve Fund Operating Revenues	2,891,228	1,951,200	2,480,814
Operating Expenses				
	Administrative	3,000	2,776	3,000
02-00-733-001	LAFCO - 50% GF and 50% FR	3,000	2,776	3,000
NEW	Travel & Training for Employees & Directors	3,000	2,776	19,500
NEW	Accounting - Single Audit for Grants	-	-	6,500
	Payroll - Salaries/Benefits/Taxes*	991,338	896,000	1,318,983
02-00-722-000	Salaries	702,852	638,000	914,308
02-00-722-000	Overtime	13,058	13,000	50,000
02-00-723-000	Benefits - Health/LTD/STD/Life Insurance/Retirement	221,821	196,641	275,000
02-00-723-000	Taxes - Worker's Compensation/FICA/Medi	53,607	48,359	79,675
	Total Operating Expenses	994,338	898,776	1,321,983
Operating Debt Service Expenses				
02-09-801-000	Refinance Glen Park & Blending 2022 Loan - 24% GF and 76% FR	333,382	333,382	331,772
02-00-801-000	Stonecreek Well 2019 COP - 100% FR	235,200	235,200	234,100
02-00-801-001	Capital Projects Financing Loan 2022 - 50% GF and 50% FR	240,942	240,942	240,603
02-00-801-000	New Office Building 2019 COP - 57.5% GF and 42.5% FR	109,820	109,820	108,503
02-00-801-000	New Corporation Yard 2019 COP - 100% FR	213,100	213,100	210,100
	Total Operating - Debt Service Expenses	1,132,444	1,132,444	1,125,077
Operating - Capital Expenses				
02-00-800-028	Scada Upgrade - 50% GF and 50% FR	10,000	5,000	88,100
Multiple	Asset Management System / GIS / Mapping Update	58,000	57,450	64,500
02-00-800-030	Grant Project - Bethel Island Water Main Extension & Fire Flow	-	5,000	125,000
NEW	Grant Project - Direct Potable Reuse Training Facility	-	-	250,000
02-14-800-044	RBWTP Improvements and Projects - 66.5% GF and 33.5% FR	83,817	33,214	280,789
02-08-800-045	Stonecreek Well Filter (Manganese Treatment)	1,715,000	100,000	1,850,000
02-02-800-001	Add/Replace District Vehicles - Construction Trucks 50%GF and 50% FR	-	-	-
02-09-800-001	Glen Park Permanent Generator	250,000	253,000	-
02-12-800-001	Parallel R2/R3 Transmission Main	350,000	275,000	75,000
02-12-800-002	R2 Seismic Upgrades - 52% GF and 48% FR	50,000	15,000	1,440,000
	Total Operating - Capital Expenses	2,516,817	743,664	4,173,389
Operating - Non Capital Expenses				
02-00-735-000	Publications	1,500	-	1,500
02-00-730-000	Legal Expenses - 50% GF 50% FR / Water Rights 100% FR	145,000	100,000	130,000
02-00-800-027	Ground Water Sustainability Plan	48,500	25,000	48,500
Multiple	Engineering/Consulting/Water Rights/Miscellaneous	490,000	125,785	278,500
02-00-800-039	Facilities Plan Update	45,000	-	75,000
02-00-800-040	Recycled Water Feasibility Study	-	52,500	100,000
02-04-736-007	Financial and Project Tracking Software	19,000	44,895	42,000
	Total Operating - Non Capital Expenses	749,000	348,180	675,500
	Total Facilities Reserve Fund Operating Expenses	5,392,599	3,123,064	7,295,949
	Ending Fiscal Year Balance	4,618,670	5,948,177	1,133,042

GF - General Fund FR - Facilities Reserve

Target Fund Balance for Facilities Reserve:
\$3,000,000 to cover debt service expenses for 3 years with zero new connections

Diablo Water District 5 Year Capital Improvement Plan

Project	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29
R1 Seismic Upgrades (Fund 01) <i>Needs grants/FEMA or other funds to move forward</i>			\$2,000,000		
R1 Exterior Repaint (Fund 01)			\$500,000		
R2 Seismic Upgrades (Fund 01 & 02)	\$3,000,000				
Electric Trucks	\$150,000	\$450,000	\$450,000		
Stonecreek Well Manganese Treatment System (Fund 02)	\$1,850,000				
SCADA Server and Software Upgrades (Fund 01 & 02)	\$150,000				
Emergency Response Trailer (Fund 01)	\$50,000				
R2/R3 Solar (Fund 01 & 02)	\$750,000				
Parallel R2/R3 pipeline (Fund 02) <i>Needs grants/FEMA/financing or other funds to move forward</i>	\$125,000		\$4,250,000		
East Cypress Parallel 20" transmission main - Developer Installed		\$2,130,000			
Direct Potable Reuse Demonstration Facility			\$3,000,000		
Water Main Line and Service Line Capital Repair and Rehabilitation Program**		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
RBWTP Capital Improvements	\$811,336	\$939,472	\$575,858	\$663,276	\$500,564
Total	\$26,345,506				

** Preliminary forecast shows need to debt finance these improvements.

FY 2025/26 and beyond are best estimates that will be refined as part of CIP Plan and Future Budgets.

DIABLO WATER DISTRICT
May 22, 2024 Board Meeting
Item Number 9

TO: Each Director
FROM: Dan Muelrath, General Manager
SUBJECT: Contra Costa County Local Hazard Mitigation Plan.

Local Hazard Mitigation Plans (LHMP) must be updated at least once every five years in order to continue to be eligible for FEMA hazard mitigation project grant funding. Although Contra Costa County's LHMP has expired, the District remains eligible for grant funding since the County is in the process of updating the LHMP.

The LHMP is coordinated through the County's Sheriff's office, and their consultant works with all applicable agencies in the County to compile the report. District staff has reviewed a previous draft of the District's Annex to the LHMP and has provided both project level and technical comments to the County's consultant. Staff and CDM Smith are currently reviewing the attached Annex and will engage with the County's consultant prior to submission to FEMA. All comments must be submitted to the County by May 31, 2024 (<https://www.contracosta.ca.gov/6415/Local-Hazard-Mitigation-Plan>).

As part of the adoption process, the District is seeking public engagement through tonight's meeting, as well as electronically. Once the LHMP is approved by FEMA and CalOES, the District (along with all other agencies) will need to approve the document.

RECOMMENDATION:

Discuss.

Dan Muelrath

Dan Muelrath
General Manager

Attached: DWD LHMP Annex





2024 Hazard Mitigation Plan

Contra Costa County,
California

An aerial photograph showing a city with various buildings and green spaces, with a range of snow-capped mountains in the background under a cloudy sky.

**Diablo
Water District
Annex**

DRAFT



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1. INTRODUCTION

This Annex details the hazard mitigation elements specific to Diablo Water District, a participating jurisdiction to the 2024 Contra Costa County Hazard Mitigation Plan update. This Annex is not intended to be a standalone document but supplements the information contained in **Volume 1 (Planning Area-wide Elements)**. Therefore, all sections of **Volume 1** including the planning process, hazard identification and risk assessment, mitigation strategy, and plan maintenance apply to and were met by the District. This Annex provides additional information specific to the District, with a focus on providing additional details on the hazard risk assessment and mitigation strategy (i.e., mitigation actions) for this community.

2. LOCAL PLANNING TEAM

The Diablo Water District Local Planning Team was comprised of the members listed on **Table 1**.

Table 1. Diablo Water District Local Planning Team Members

Name	Title	Department
Wayne Weaver	Manager of Maintenance and Construction	Diablo Water District
Atanacio Mendoza	Manager of Water Operations	Diablo Water District
Christine Belleci	Forward Planning Manager	Diablo Water District
Luis Romero	Water Distribution System Lead	Diablo Water District
Sandra Leyba	Forward Planning Analyst	Diablo Water District

3. JURISDICTION PROFILE

The Diablo Water District (DWD) is a self-governing local public agency that services an area consisting of the City of Oakley, and unincorporated areas of Hotchkiss Tract, East Cypress Corridor Specific Plan Area, and Summer Lakes development, the Town of Knightsen, and certain communities on Bethel Island including Delta Coves. The District is bounded by the San Joaquin River to the north, the City of Antioch to the west, the City of Brentwood to the south, and unincorporated area to the east.

The District serves approximately 29 square miles (18,650 acres). The distribution pipeline network grid is approximately 180 miles consisting of 10-inch to 24-inch mains and secondary feeder pipelines of two (2) inch to eight (8) inch mains. The pipeline grid is fed by 24-inch and 30-inch mains from the Randall-Bold Water Treatment Plant (RBWTP) and DWD's Blending Facility.

DWD primarily supplies treated water for domestic use and some non-potable water for park and landscape irrigation. The District's sources of water supply are untreated water from the Central Valley Project, purchased from the Contra Costa Water District (CCWD), and groundwater extracted from the East Contra Costa Subbasin. The surface water is conveyed through the Contra Costa Canal and treated RBWTP in Oakley. The RBWTP is jointly owned by DWD and CCWD and managed and operated by CCWD.¹

¹ Contra Costa Special Districts Association. (n.d.). Diablo Water District. Retrieved from <https://contracostasda.specialdistrict.org/diablo-water-district>.



3.1. Population

DWD provides services to a total population of approximately 45,555.

3.1.1. Underserved Population

The 2023 California State Hazard Mitigation Plan identifies the Centers for Disease Control and Prevention (CDC) Social Vulnerability Index (SVI) as the most appropriate and authoritative dataset to identify areas where efforts can be prioritized to ensure equitable outcomes from mitigation planning and actions.

CDC’s SVI combines 16 social factors, within four (4) themes (i.e., socioeconomic status, household characteristics, racial and ethnic minority status, and housing type and transportation), to identify areas of social vulnerability. **Table 2** outlines the SVI information for the DWD planning area boundary.

Note: ArcGIS mapping analysis was performed utilizing Census Tract data by overlaying Census Tracts with the DWD planning area boundary. The information outlined in this section includes data from the Census Tracts that intersect the jurisdiction.

Table 2. Social Vulnerability Index (2020)

Theme	Social Factors	Percent
Socioeconomic Status	People below 150% poverty estimate	
	Unemployed <i>(Civilian 16 years old and older)</i>	
	Housing Cost Burden	
	No High School Diploma	
	No Health Insurance	
Household Characteristics	65 years old and older	
	17 years and younger	
	Civilian with a Disability	
	Single-Parent Household	
	English Language Proficiency	
Racial and Ethnic Minority Status	<ul style="list-style-type: none"> • Hispanic or Latino (of any race) • Black or African American • Asian • American Indian or Alaska Native • Native Hawaiian or Pacific Islander • Two or More Races • Other Races 	
Housing Type and Transportation	Multi-Unit Structures	
	Mobile Homes	
	Crowding	
	No Vehicle	
	Group Quarters	



3.2. Brief History

DWD was created in May 1953, under the County Water District Law of California, as the Oakley Water District.

3.3. Governing Body Format

A five (5) member elected Board of Directors governs DWD. The Board assumes responsibility for the adoption of this Plan and the General Manager will oversee its implementation. As of February 2024, DWD serves approximately 13,800 water connections, mainly single family. DWD has a staff of 25 full-time employees. Funding comes primarily through water rates and developer connection fees.

4. DEVELOPMENT TRENDS

Historically, land use within DWD jurisdictions has been predominately rural and agricultural, but currently, the area has become increasingly suburban, and the role of agriculture has diminished. Today, approximately 35% of land within DWD Sphere of Influence is agricultural production or is undeveloped open space, primarily in the eastern part of the jurisdiction. However, those lands are slowly developing.

Since 2006, growth within the jurisdiction has generally slowed compared to past projections. The future land uses in the eastern portion of the jurisdiction have become better defined for certain developments. Recent development in the area includes large subdivisions in eastern Oakley and growth along the edges of Bethel Island. In addition, the Delta Coves subdivision is currently under construction on Bethel Island and a large subdivision will be started construction in eastern Oakley in 2020.

An ultimate buildout of DWD jurisdiction is assumed to occur by 2040. The buildout population is estimated at approximately 64,000.²

5. CAPABILITY ASSESSMENT

Federal regulations require hazard mitigation plans to identify goals for reducing long-term vulnerabilities to the identified hazards in the planning area (Section 201.6(c)(3)(i)). A critical step in the development of specific hazard mitigation actions and projects is assessing existing authorities, policies, programs, and resources and capabilities to use or modify local tools to reduce losses and vulnerability from profiled hazards.

A capability assessment was conducted for DWD and participating jurisdictions' authorities, policies, programs, and resources. Goals and mitigation actions were developed using input from this assessment.

The Local Planning Team assessed the District's capabilities that can contribute to the reduction of long-term vulnerabilities to hazards. The capabilities include the following categories:

- Planning and Regulatory Capabilities
- Administrative and Technical Capabilities
- Financial Capabilities
- Education and Outreach Capabilities

² Diablo Water District. (2020). Diablo Water District 2020 Facilities Plan. Retrieved from <https://diablowater.org/doc/2070/>.



Additionally, ways to expand on and improve these existing policies and programs to integrate hazard mitigation into the day-to-day activities and programs of the District were considered.

5.1. Planning and Regulatory Capabilities

These include local ordinances, policies, and laws to manage growth and development (e.g., land use plans, capital improvement plans, transportation plans, emergency preparedness and response plans, building codes, and zoning ordinances). The description section of each Planning and Regulatory Capability includes a paragraph on expansion, implementation, and improvement. **Table 3** contains a list of legal and regulatory capabilities.

Table 3. Planning and Regulatory Capabilities

Emergency Response Plan			
<p>The Emergency Response Plan (ERP) describes strategies, resources, plans, and procedures utilities can use to prepare for and respond to an incident, natural or man-made, that threatens life, property, or the environment. Incidents can range from small main breaks or localized flooding, earthquakes, or system contamination, among other examples. The American Water Infrastructure Act (AWIA) requires community (drinking) water systems serving more than 3,300 people to develop or update Risk and Resilience Assessments (RRAs) and ERPs.</p> <p>Expansion, Implementation, and Improvement: This Hazard Mitigation Plan will be used as an essential tool to update the ERP. The latest Hazard Mitigation Plan hazards descriptions will be included. Mitigation actions that are preparedness and response in nature will be analyzed for applicability and inclusion in the description of ERP processes and procedures.</p>			
Updated	December 2021	Hazards Addressed	Climate Change, Dam and Levee Failure, Drought, Earthquake, Flood, Landslide, Sea Level Rise, Severe Weather, Tsunami, Wildfire
Risk and Resilience Assessment of the Water System Report			
<p>The RRA describes the methodology and results of the assessment. The United States Environmental Protection Agency (EPA) intends to retire the vulnerability assessments prepared in response to the Bioterrorism Act to be replaced by the risk and resilience assessments prepared under AWIA. The AWIA requires community (drinking) water systems serving more than 3,300 people to develop or update RRAs and ERPs.</p> <p>Expansion, Implementation, and Improvement: This Hazard Mitigation Plan will be used as an essential tool to update the RRA. The latest Hazard Mitigation Plan hazards descriptions will be included. Mitigation actions that are preparedness and response in nature will be analyzed for applicability and inclusion in the description of RRA processes and procedures.</p>			
Updated	June 2021	Hazards Addressed	Climate Change, Dam and Levee Failure, Drought, Earthquake, Flood, Landslide, Sea Level Rise, Severe Weather, Tsunami, Wildfire



Facilities Plan			
<p>The Diablo Water District (DWD) Facilities Plan, updated in 2020, provides current water demand projections, identifies facilities to serve future growth, and provides phased capital improvement projects for implementation of improvements.</p> <p>Expansion, Implementation, and Improvement: The Facilities Plan will be reviewed based on developing trends in identified hazards and mitigation measures that can make them more effective at preventing losses.</p>			
Updated	June 2020	Hazards Addressed	Climate Change, Drought, Dam and Levee Failure, Sea Level Rise
Standards and Specifications			
<p>The Standards and Specifications, updated in 2022, provides guidance and information to developers and contractors installing and/or working on the District's facilities to ensure that best practices are being followed and installation of the proper materials.</p> <p>Expansion, Implementation, and Improvement: The Standards and Specifications must be modified and updated to reflect changes in development.</p>			
Updated	October 2022	Hazards Addressed	Climate Change, Drought, Dam and Levee Failure, See Level Rise
Urban Water Management Plan			
<p>The Urban Water Management Plan (UWMP), updated in 2020, serves as a planning document for DWD's service area and discusses the water system, supply sources, historical water use, conservation efforts, projected water use compared to water supply sources for the next 20 years, and projected supply reliability during normal, dry, and drought conditions.</p> <p>Expansion, Implementation, and Improvement: This Hazard Mitigation Plan will be used as an essential tool to update the UWMP. Mitigation actions that are preparedness and response in nature will be analyzed for applicability and inclusion in the description of UWMP processes and procedures.</p>			
Updated	May 2020	Hazards Addressed	Climate Change, Drought
California Water Agency Response Network			
<p>DWD is a member of California Water Agency Response Network (CalWARN) which provides mutual aid resources and information from other water agencies for emergency response.</p> <p>Expansion, Implementation, and Improvement: This Hazard Mitigation Plan will be used as an essential supporting tool when participating in the CalWARN.</p>			
Updated	Ongoing	Hazards Addressed	Climate Change, Dam and Levee Failure, Drought, Earthquake, Flood, Landslide, Sea Level Rise, Severe Weather, Tsunami, Wildfire

5.2. Administrative and Technical Capabilities

The administrative and technical capabilities include community (i.e., public and private) staff and their skills and tools, which can be used for mitigation planning and implementation. This capability includes engineers, planners, emergency managers, GIS analysts, building inspectors, grant writers, and floodplain managers. Small communities may rely on other government entities, such as counties or special districts, for resources. These capabilities may be used to support mitigation activities. **Table 4** lists administrative and technical capabilities.



Table 4. Administrative and Technical Capabilities

Geographic Information System	
Geographic Information Systems (GIS) provide complex mapping and data management of DWD facilities, land use and potential hazards. Supports visualization of complex data sets using geo-location and data correlation.	
Expansion and Improvement: Acquire and conduct training for GIS technicians on the latest versions of ArcGIS.	
Department	Diablo Water District (Forward Planning Department), Diablo Water District IT Engineering Consultant, Diablo Water District Asset Management Consultant

5.3. Financial Resources

Table 5 contains a list of financial capabilities available to the District. These financial resources may be used to support mitigation activities based on procedures for each resource.

Table 5. Financial Resources

General Operating Fund	
The District’s General Operating Fund includes revenue from water sales, service charges, miscellaneous income, interest, rental income, and reimbursements from well systems and developers.	
Expansion and Improvement: Hazard mitigation projects may be considered during the annual budgeting process for funding from the General Operating Fund.	
Administrator	Diablo Water District (Finance Department)
Development Facility Reserve Fund	
DWD collects Facilities Reserve charges from each new connection which are used for improvements to the District’s distribution system or to buy into the existing infrastructure and water supply.	
Expansion and Improvement: Hazard mitigation projects may be considered during the annual budgeting process for funding from the Development Facility Reserve Fund.	
Administrator	Diablo Water District (Forward Planning Department, Diablo Water District Finance Department)
Community Development Block Grant	
The Community Development Block Grant (CDBG) Program provides funding for eligible senior activities such as in-home care, art classes, counseling, and home-delivered meals. The United States Department of Housing and Urban Development (HUD) also provides Disaster Recovery Assistance in the form of flexible grants to help cities, counties, and states recover from Presidentially Declared Disasters, especially in low-income areas, subject to the availability of supplemental appropriations.	
Expansion and Improvement: Where applicable, CDBG should be used to fund mitigation projects that enhance the resiliency of low income and underserved communities.	
Administrator	United States Department of Housing and Urban Development, Diablo Water District (Finance Department and Forward Planning Department)
Hazard Mitigation Grant Program	
The Hazard Mitigation Grant Program (HMPG) provides support for post-disaster mitigation plans and projects.	
Expansion and Improvement: Train staff on notice of intent (NOI) procedures and track opportunities on the Cal OES mitigation website to initiate applications for grant funding.	
Administrator	Federal Emergency Management Agency, Diablo Water District (Finance Department and Forward Planning Department)



Building Resilient Infrastructure and Communities	
Building Resilient Infrastructure and Communities (BRIC) provides support for pre-disaster mitigation plans and projects.	
Expansion and Improvement: Train staff on notice of intent (NOI) procedures and track opportunities on the Cal OES mitigation website to initiate applications for grant funding.	
Administrator	Federal Emergency Management Agency, Diablo Water District (Finance Department and Forward Planning Department)
Flood Mitigation Assistance Grant Program	
The Flood Mitigation Assistance (FMA) Grant Program mitigates structures and infrastructure with repetitive losses.	
Expansion and Improvement: Train staff on notice of intent (NOI) procedures and track opportunities on the California OES mitigation website to initiate applications for grant funding.	
Administrator	Federal Emergency Management Agency, Diablo Water District (Finance Department and Forward Planning Department)

5.4. Education and Outreach Capabilities

Table 6 lists the District's education and public outreach capabilities. These capabilities include fire safety programs, hazard awareness campaigns, public information, and communications offices. Education and outreach capabilities can be used to inform the public about current and potential mitigation activities.

Table 6. Education and Outreach Resources

District's Website	
www.diablowater.org	
DWD has educational material regarding water conservation and drought information.	
Expansion and Improvement: Develop a comprehensive program to utilize social media to reach out to communities in the District to provide information on mitigation activities.	
Lead Organization	Diablo Water District

6. HAZARD MITIGATION PLAN INTEGRATION

The information on hazards, risk, vulnerability, and mitigation contained in this Hazard Mitigation Plan is based on the best available data at the time of the Plan update. Plan integration consists of the incorporation of hazard mitigation into other relevant planning mechanisms (e.g., general planning and capital improvement planning). It includes the integration of natural hazard information and mitigation policies, principles, and actions into local planning mechanisms and vice versa. Additionally, plan integration is achieved through the involvement of key staff and community officials in collaborative hazard mitigation planning.

6.1. Existing Plan Integration

In the performance period since the adoption of the previous Hazard Mitigation Plan, DWD made progress on integrating components of the hazard mitigation strategy (e.g., goals, objectives, and actions) into the planning initiatives listed in **Table 7**.



Table 7. Current Plan Integration

Planning Initiative	Description
Urban Water Management Plan	The Diablo Water District Urban Water Management Plan (UWMP), updated in 2020, includes water demands, water supply reliability and the Water Shortage Contingency Plan.

6.2. Potential Future Integration

As the Hazard Mitigation Plan is implemented, the District will use information from the Plan as the best available science and data on hazards. The capability assessment presented in Section 5 of this Annex identifies codes, plans, and programs that provide opportunities for integration. The countywide and local action plans developed for this Hazard Mitigation Plan are related to plan integration. The capability assessment identified plans and programs, listed in **Table 8**, that do not currently integrate goals and recommendations of this Plan but provide opportunities to do so in the future.

Table 8. Potential Future Integration

Planning Initiative	Description
Post-Disaster Recovery Plan	DWD has a Post-Disaster Recovery Plan, and is in the process of being reviewed and updated utilizing current techniques and procedures. The goal is to make the process of recovery more convenient for our customers/residents. Information from this Hazard Mitigation Plan will be incorporated, as appropriate.
Emergency Operations Plan	DWD is in the process of revising the Emergency Operations Plan (EOP) using information gathered from this Hazard Mitigation Plan process to improve areas that may have outdated data. The District will also work with the City of Oakley and other local agencies to improve the EOP.
Facilities Plan	DWD Facilities Plan, updated in 2020, provides water demand projections, identifies facilities to serve future growth, and provides phased capital improvement projects for implementation of improvements. The Facilities Plan will be reviewed based on developing trends in identified hazards and mitigation measures.

7. SIGNIFICANT HAZARD PAST EVENTS

A complete risk assessment, including past incidents, for each identified hazard of concern can be found in **Volume 1** of this Plan. **Table 9** provides information on significant hazard events that uniquely impacted DWD.

Table 9. Significant Past Events

Date	Event Type	Description
2021	Drought	
2015	Drought	\$2 Million
2009	Drought	\$585,000
1990	Drought	
December 20, 1990	Severe Weather	\$50,000



8. NATIONAL FLOOD INSURANCE PROGRAM

As a special district, DWD is not eligible to participate in FEMA’s National Flood Insurance Program (NFIP). Further information on Contra Costa County’s NFIP and Community Rating System (CRS) participation is available on **Volume 1** of this Plan.

9. HAZARD VULNERABILITY AND IMPACT ASSESSMENT

Exposure and vulnerability to certain hazards affect the entire County and others are geographically defined. Although the entire County may be vulnerable to these hazards, their impacts may vary based on existing community conditions (e.g., underserved, or functional access needs populations may be more susceptible based on certain conditions, vulnerabilities, or needs).

A complete risk assessment for each identified hazard of concern is in **Volume 1** of this Plan. **Table 10** provides information on a several key vulnerabilities for DWD.

Table 10. Hazard Vulnerability and Impact Assessment

Hazards	Vulnerabilities and Impacts
Climate Change	Any water supplies that depend on natural hydrology, especially mountain snowpack, are typically considered vulnerable to the effects felt from climate change. Climate change is expected to increase in the duration of heat waves and droughts, evapotranspiration, and increase in the frequency of high volume/intense storms in the winter. Impacts are expected to affect water quality and quantity in the Delta, which serves as 80% of DWD source water.
Drought	Drought can lead to lower groundwater levels and reduce surface water supply. Subsequently, low groundwater levels present risks of saltwater intrusion, over drafting potential at wells, and degrading water quality of source water supplies. These impacts can increase operation costs for Delta Coves Chemical Feed and Blending Facility, disincentives to encourage water conservation from customers which leads to reduced revenue, increased costs for treated water from RBWTP, and potential increased costs for water quality testing.
Earthquake	<p>Large seismic earthquake events can damage above ground facilities and cause damage to underground pipes. Additionally, ground subsidence could result in settlement of pipes and increase the potential for main water breaks. Areas with liquefying soils, such as the ones listed below, are at high risk of this occurrence.</p> <ul style="list-style-type: none"> • Buildings • Blending Facility • Delta Coves Chemical Feed Facility • Knightsen (M-25) Well Station • Glen Park Well Station • Stonecreek Well Station • R-1 Reservoir • R-2 Reservoir • R-3 Reservoir • Corp Yard Pump Station • Transmission Pipelines • Bethel Island Bridge



Hazards	Vulnerabilities and Impacts
<p>Severe Weather</p>	<p>Strong winds can damage water supply facilities above ground and cause power outages. This has been evaluated due to its ability to impact the SCADA.</p> <p>Similar to flooding and strong winds, severe weather events can be a combination of heavy rainfall, extreme heat/heat waves, or strong winds. Severe weather could damage above ground facilities, cut off access to facilities, and cause power outages.</p>
<p>Dam and Levee Failure</p>	<p>A breach in a section of a levee in the northeast portion of the system could cause flooding from the San Joaquin River. The breach could be caused by soil loss due to infiltration through the levee, growth in the levee, disrepair or inadequate maintenance, and sea level rise coupled with a significant storm event. Structures that reside in the potential inundation area are the Delta Coves Chemical Feed Facility and Willow Park Marina (M-27) Well Station.</p>
<p>Flooding</p>	<p>Significant flooding can damage roadways, structures above ground, flood below ground vaults, cut off access to facilities, and cause ground subsidence that could result in settlement of pipes and an increased potential for water main breaks.</p>
<p>Landslides</p>	<p>Landslides can cut off access to roads, damage above ground structures, and cause water main breaks in steep slope areas that experience ground movement.</p> <p>Landslides and mudslides are typically a concern for assets that are located on a hillside or are downhill of a hill/slope. Landslide susceptibility modeling completed in 2011 shows DWD lies within a low probability zone. However, the access road to R-2 Reservoir and R-3 Reservoir may be vulnerable.</p>
<p>Wildfire</p>	<p>Wildfire near or directly at DWD facilities could cause loss of power, cut off access, and damage equipment. A large-scale wildfire can deplete the water storage quickly (more than one (1) hydrant full open) compounded by also impacting the power supply and equipment of the critical assets.</p> <p>Based on Cal Fire’s Fire and Resource Assessment Program, the majority of DWD’s facilities are within low and moderate risk zones (return interval of greater than 350 years, and between 250 and 350 years, respectively). The following key infrastructure are within high and very high-risk zones.</p> <ul style="list-style-type: none"> • Delta Coves Chemical Feed Facility • Knightsen (M-25) Well Station • Willow Park Marina (M-27) Well Station • R-2 Reservoir • R-3 Reservoir
<p>Sea Level Rise</p>	<p>Corrosion potential increases on metallic piping where sea water intrudes into the drinking water aquifer. In addition, sea water intrusion can permanently reduce the drinking water aquifer area.</p> <p>Since DWD receives most of their supplies from surface water sources, the likelihood of saltwater intrusion impacting the primary water supply to DWD was ranked low.</p>



Hazards	Vulnerabilities and Impacts
<p>Cybersecurity Threats</p>	<p>A cyberattack on utility billing, communications, data management or other information systems, which may disable affected systems and result in the loss of information resources (e.g., personal, financial, and other sensitive data), and other economic consequences for the utility.</p> <p>This threat was assessed qualitatively. The United States Environmental Protection Agency (EPA) estimates water utilities experience an attempted cyberattack on a business enterprise system once per year, and 30% of these incidents have the potential for significant economic consequences.</p> <p>A cyberattack on utility process control systems, including monitoring, operations, and centralized control, may disable or manipulate utility infrastructure, potentially resulting in loss of service, the contamination of finished water and damage to utility infrastructure.</p>
<p>Active Shooter Incident</p>	<p>A physical assault on utility infrastructure or staff with the intent of disabling infrastructure and/or terrorizing staff is always a possibility.</p>
<p>Terrorism</p>	<p>An intentional incident of contamination of a drinking water source that could result in contaminated water entering the utility is a vulnerability. This applies to surface and groundwater sources.</p> <p>An incident where a contaminant is deliberately introduced into the finished water storage or distribution system with the intent of poisoning consumers and/or contaminating infrastructure is also a concern.</p>

9.1. FEMA National Risk Index

In the National Risk Index (NRI), risk is defined as the potential for negative impacts as a result of a natural hazard. The Risk Index is based on three (3) components – a natural hazards component (Expected Annual Loss), a consequence enhancing component (Social Vulnerability), and a consequence reduction component (Community Resilience). Using these components, the composite and hazard type Risk Index values are calculated for each community (county and Census Tract). Risk Index values form an absolute basis for measuring Risk within the NRI and are used to generate Risk Index percentiles and ratings across communities.³ **Table 11** illustrates the Risk Index rating and score for the DWD planning area boundary.

Note: ArcGIS mapping analysis was performed utilizing Census Tract data by overlaying Census Tracts with the DWD planning area boundary. The information outlined in this section includes data from the Census Tracts that intersect the jurisdiction.

Table 11. Risk Index Score (FEMA National Risk Index)

Jurisdiction	Rating	Score
Diablo Water District		
<p><i>Risk Index scores are calculated using an equation that combines scores for Expected Annual Loss due to natural hazards, Social Vulnerability and Community Resilience (Expected Annual Loss x Social Vulnerability / Community Resilience = Risk Index).</i></p>		

³ Federal Emergency Management Agency. (2023). Determining Risk. Retrieved from <https://hazards.fema.gov/nri/determining-risk>.



9.1.1. Expected Annual Loss

The FEMA NRI Expected Annual Loss (EAL), the natural hazards component of the NRI, represents the average economic loss in dollars resulting from natural hazards each year. It is calculated for each hazard type and quantifies loss for relevant consequence types – buildings, people, and agriculture. The EAL score and rating represent a community’s relative level of expected losses each year when compared to all other communities at the same level. Since the score is associated to a community’s risk; the higher EAL score results in a higher Risk Index score.⁴ **Table 12** illustrates each hazard EAL for the DWD planning area boundary.

Table 12. Expected Annual Loss (FEMA National Risk Index)

Hazard	Population Equivalence	Building Value	Agriculture Value	Total Expected Annual Loss	Expected Annual Loss Score	Rating
Coastal Flooding (Sea Level Rise)	\$	\$	n/a	\$		No Expected Annual Losses
Drought	n/a	n/a	\$	\$		Relatively High
Earthquake	\$	\$	n/a	\$		Relatively High
Hail (Severe Weather)	\$	\$	\$	\$		Relatively Low
Heat Wave (Severe Weather)	\$	\$	\$	\$		Relatively High
Landslide	\$	\$	n/a	\$		Relatively Low
Riverine Flooding (Flood)	\$	\$	\$	\$		Relatively Moderate
Strong Winds (Severe Weather)	\$	\$	\$	\$		Very Low
Tornado (Severe Weather)	\$	\$	\$	\$		Very Low
Tsunami	\$	\$	n/a	\$		No Expected Annual Losses
Wildfire	\$	\$	\$	\$		Relatively Low

Expected annual loss scores are calculated utilizing an equation that combines values for exposure, annualized frequency, and historic loss ratios (Expected Annual Loss = Exposure x Annualized Frequency x Historic Loss Ratio).

An EAL score and rating is calculated independently for each consequence type (i.e., buildings, population, and agriculture) for each county and Census Tract. The population EAL is measured in fatalities and injuries while the building and agriculture values are measured in dollars. However, for consistency in the unit of measurement, the population EAL was monetized into population equivalence

⁴ Federal Emergency Management Agency. (2023). Expected Annual Loss. Retrieved from <https://hazards.fema.gov/nri/expected-annual-loss>.



using a value of statistical life (VSL) approach where each fatality or 10 injuries is treated as \$11.6 Million of economic loss.

9.1.2. Social Vulnerability

Social vulnerability, the consequence enhancing risk component of the NRI, measures the susceptibility of social groups to the adverse impacts of natural hazards, including disproportionate death, injury, loss, or disruption of livelihood. The Social Vulnerability score and rating represent the relative level of a community’s social vulnerability compared to all other communities at the same level. A higher Social Vulnerability score results in a higher Risk Index score.⁵ **Table 13** illustrates the Social Vulnerability rating and score for the DWD planning area boundary.

Table 13. Social Vulnerability (FEMA National Risk Index)

Jurisdiction	Rating	Score
Diablo Water District		
<i>Social Vulnerability is measured using the Social Vulnerability Index (SoVI) published by the University of South Carolina’s Hazards and Vulnerability Research Institute (HVRI).</i>		

9.1.3. Community Resilience

Community resilience, the consequence reduction risk component, measures the ability of a community to prepare for anticipated natural hazards, adapt to changing conditions, and withstand and recover rapidly from disruptions. The Community Resilience score and rating represent the relative level of a community’s resilience compared to all other communities at the same level. Since the score is inversely proportional to a community’s risk; the higher Community Resilience score results in a lower Risk Index score.⁶ **Table 14** illustrates the Community Resilience rating and score for the DWD planning area boundary.

Table 14. Community Resilience (FEMA National Risk Index)

Jurisdiction	Rating	Score
Diablo Water District		
<i>Community Resilience is measured using the Baseline Resilience Indicators for Communities (HVRI BRIC) published by the University of South Carolina’s Hazards and Vulnerability Research Institute (HVRI).</i>		

9.1.4. Annualized Frequency

Annualized frequency is defined as the expected frequency or probability of a hazard occurrence per year. It is a natural hazard incidence factor for Expected Annual Loss, the natural hazards component of the National Risk Index. A higher annualized frequency value results in higher Expected Annual Loss and Risk Index scores. The annualized frequency is derived from either the number of recorded hazard occurrences each year over a given period or the modeled probability of a hazard occurrence each year (e.g., earthquake).⁷ **Table 15** outlines the annualized frequency for each hazard, based on FEMA NRI data, for the DWD planning area boundary.

⁵ Federal Emergency Management Agency. (2023). Social Vulnerability. Retrieved from <https://hazards.fema.gov/nri/social-vulnerability>.

⁶ Federal Emergency Management Agency. (2023). Community Resilience. Retrieved from <https://hazards.fema.gov/nri/community-resilience>.

⁷ Federal Emergency Management Agency. (2023). Annualized Frequency. Retrieved from <https://hazards.fema.gov/nri/annualized-frequency>.



Table 15. Hazard Annualized Frequency (FEMA National Risk Index)

Hazard	Period of Record	Events on Record	Annualized Frequency
Coastal Flooding <i>(Sea Level Rise)</i>	Various datasets	n/a	events per year
Drought	22 years		events per year
Earthquake	2021 dataset	n/a	% chance per year
Hail <i>(Severe Weather)</i>	34 years		events per year
Heat Wave <i>(Severe Weather)</i>	16 years		events per year
Landslide	12 years		events per year
Riverine Flooding <i>(Flood)</i>	24 years		events per year
Strong Winds <i>(Severe Weather)</i>	34 years		events per year
Tornado <i>(Severe Weather)</i>	72 years		events per year
Tsunami	222 years		events per year
Wildfire	2021 dataset	n/a	% events per year

10. HAZARD RISK RANKING

Table 16 presents the local hazard ranking for DWD of all hazards of concern listed in **Volume 1** of this Plan. This ranking summarizes how hazards vary for this jurisdiction. As described in detail in **Volume 1**, the ranking process involves an assessment of the likelihood of occurrence for each hazard, along with its potential impacts on people, property, and the economy.

Table 16. Hazard Risk Ranking

Hazard Event	Probability Factor	Sum of Weighted Extent Factors	Sum of Weighted Vulnerability Factors	Sum of Weighted Impact Factors	Consequence Score	Total Risk Score <i>(Probability x Consequence)</i>
Earthquake	2	18	17	36	71	68
Heavy Rainfall <i>(Severe Weather)</i>	2	18	12	29	59	58
Flood <i>(Urban/Flash Flood)</i>	3	9	14	15	38	56
Severe Thunderstorm <i>(Severe Weather)</i>	2	15	12	29	56	55
Strong Winds/ Damaging Winds <i>(Severe Weather)</i>	2	18	11	26	55	54
Utility Interruptions	2	18	12	25	55	54
Heat Wave/Extreme Heat	3	6	16	14	36	54
Drought	3	9	11	16	36	54
Wildfire	2	15	11	27	53	53



Hazard Event	Probability Factor	Sum of Weighted Extent Factors	Sum of Weighted Vulnerability Factors	Sum of Weighted Impact Factors	Consequence Score	Total Risk Score (Probability x Consequence)
Flood (Riverine/Creek)	3	9	10	15	34	51
Hazardous Materials Incidents	3	9	7	18	34	51
Landslide	2	15	11	19	45	46
Climate Change	2	12	6	20	38	40
Cybersecurity Threats	2	9	12	15	36	38
Active Shooter Incidents	2	12	7	13	32	34
Terrorism (Weapons of Mass Destruction)	2	9	5	15	29	32
Dam and Levee Failure	1	18	11	27	56	31
Sea Level Rise	1	6	9	21	36	21
Tornado (Severe Weather)	1	6	6	14	26	16
Tsunami	1	6	5	13	24	15

Consequence: Sum of all weighted factors.
Extent: Sum of the weighted Extent factors.
Vulnerability: Sum of the weighted Vulnerability factors.

Impact: Sum of the weighted Impact factors.
Total Risk Score* = Probability x Consequence
 * Normalized to 100

Total Risk Score Legend

Classification	Probability Factor	Extent	Vulnerability	Impact	Consequence Score	Total Risk Score
Low (L)	1	0 – 6	0 – 6	0 – 12	0 – 24	0 – 24
Medium (M)	2	7 – 12	7 – 12	13 – 26	25 – 50	25 – 54
High (H)	3	13 – 18	13 – 18	27 – 39	51 – 75	55 and above

The **legend**—specifically the assignment of low, medium, and high—provides an additional means to qualitatively assess the probability factor, sum of weighted factors, and the total risk scores for each hazard. The **Consequence Score** represents the sum of the Extent, Vulnerability, and Impact Factors. The **Total Risk Score** is a measure of Probability and Consequence.



11. MITIGATION ACTIONS

This section includes the mitigation actions that were developed to address identified risks and vulnerabilities to hazards identified in this Plan. This Plan serves only to recommend mitigation measures based on the potential for risk reduction and available funding. Implementation of mitigation actions is dependent on risk reduction priorities, feasibility, and available funding. It is also dependent on the cooperation and support of the jurisdiction and/or department responsible for each action item.

DWD agreed upon **18** mitigation actions that apply to the jurisdiction’s properties where they have jurisdictional responsibility and authority. A summary of the District’s mitigation actions status is listed in **Table 17**.

Table 17. Diablo Water District Mitigation Actions Summary

Status		Mitigation Action Total	
Ongoing		3	
In Progress/In Work		1	
Not Started		0	
Delayed/Deferred		0	
New		14	
TOTAL		18	
Completed		0	
Deleted/No Longer Needed		0	
Mitigation Actions per Hazard			
Climate Change	4	Landslide	4
Dam and Levee Failure	5	Sea Level Rise	7
Drought	6	Severe Weather	10
Earthquake	14	Tsunami	3
Flood	7	Wildfire	7
Other Hazards of Concern: Cybersecurity Threats (6), Hazardous Materials Incidents (2), Terrorism (4), Utility Interruptions (6)			

These shared actions, some of which address all hazards, help to meet the following requirements:

- Does the Plan identify and analyze a comprehensive range of specific mitigation actions and projects for each jurisdiction being considered to reduce the effects of hazards, with emphasis on new and existing buildings and infrastructure?
- Does the Plan include one (1) or more action(s) per jurisdiction for each hazard identified within the risk assessment?

A detailed explanation of the Mitigation Strategy can be found in Chapter 5 of **Volume 1**.



Mitigation Action	Purchase emergency response equipment, to include, but not limited to, satellite phones/emergency radios.				
Action Number	DWD-1	Year Initiated	2024	Prioritization Score	High
Goal(s) / Objective(s) Addressed	Goals: 1, 3, 4, 5 Objectives: 2, 13		Hazard(s) Mitigated	Climate Change, Dam and Levee Failure, Drought, Earthquake, Flood, Landslide, Sea Level Rise, Severe Weather, Tsunami, Wildfire	
Project Status	Ongoing	If Deleted/No Longer Needed, provide reason.		N/A	
Benefits <i>(Loss Avoided)</i>	Low				
Lead Agency / Organization	Diablo Water District	Supporting Agency / Organization <i>(If applicable)</i>		N/A	
Additional Participating Jurisdictions <i>(If applicable)</i>	N/A				
Project Duration	Short Term	Estimated Cost		Low	
Potential Funding Source	Local Budgeted Funds, HMGP, BRIC, FMA, FEMA PA	If Other, you must identify a funding source.		N/A	
		Please provide further detail on Potential Funding Source.		District Funds (Staff Time)	
Implementation Priority	High	Integration Ideas <i>(Optional)</i>			

2024 Hazard Mitigation Plan **(DRAFT)**
 Contra Costa County, California



Mitigation Action	Conduct a drought education outreach to residents/customers with literature/information regarding water conservation; provide free water saving devices (e.g., low flow shower heads, aerator adaptors for kitchen faucet, garden nozzles, etc.), lawn to garden rebates, and personalized assistance.				
Action Number	DWD-2	Year Initiated	2024	Prioritization Score	High
Goal(s) / Objective(s) Addressed	Goals: 1, 2, 3, 4, 5 Objectives: 2, 6, 18		Hazard(s) Mitigated	Drought	
Project Status	Ongoing	If Deleted/No Longer Needed, provide reason.		N/A	
Benefits <i>(Loss Avoided)</i>	High				
Lead Agency / Organization	Diablo Water District	Supporting Agency / Organization <i>(If applicable)</i>		N/A	
Additional Participating Jurisdictions <i>(If applicable)</i>	N/A				
Project Duration	Ongoing	Estimated Cost		Low	
Potential Funding Source	Local Budgeted Funds, HMGP, BRIC, FEMA PA	If Other, you must identify a funding source.		N/A	
		Please provide further detail on Potential Funding Source.		District Funds (Staff Time)	
Implementation Priority	High	Integration Ideas <i>(Optional)</i>			



Mitigation Action	Retrofit or relocation of structures in high hazard areas, prioritizing structures that have experienced repetitive losses. Specifically target retrofit of Reservoir 1 and Reservoir 2.				
Action Number	DWD-3	Year Initiated	2018 or before	Prioritization Score	High
Goal(s) / Objective(s) Addressed	Goals: 1, 2, 3, 4, 5 Objectives: 1, 4, 7, 9, 12, 14, 15, 17		Hazard(s) Mitigated	Earthquake, Flood, Severe Weather	
Project Status	In Progress/In Work	If Deleted/No Longer Needed, provide reason.		N/A	
Benefits <i>(Loss Avoided)</i>	High				
Lead Agency / Organization	Diablo Water District	Supporting Agency / Organization <i>(If applicable)</i>		N/A	
Additional Participating Jurisdictions <i>(If applicable)</i>	N/A				
Project Duration	Long Term	Estimated Cost		High	
Potential Funding Source	Local Budgeted Funds, HMGP, BRIC	If Other, you must identify a funding source.		N/A	
		Please provide further detail on Potential Funding Source.		District Funds (Staff Time)	
Implementation Priority	High	Integration Ideas <i>(Optional)</i>			

2024 Hazard Mitigation Plan **(DRAFT)**
 Contra Costa County, California



Mitigation Action	Actively participate in the Hazard Mitigation Plan maintenance protocols outlined in Volume 1 of the Contra Costa County Hazard Mitigation Plan.				
Action Number	DWD-4	Year Initiated	2018 or before	Prioritization Score	High
Goal(s) / Objective(s) Addressed	Goals: 1, 2, 3, 4, 5 Objectives: 3, 8, 16		Hazard(s) Mitigated	Climate Change, Dam and Levee Failure, Drought, Earthquake, Flood, Landslide, Sea Level Rise, Severe Weather, Tsunami, Wildfire	
Project Status	Ongoing	If Deleted/No Longer Needed, provide reason.		N/A	
Benefits <i>(Loss Avoided)</i>	Low				
Lead Agency / Organization	Diablo Water District	Supporting Agency / Organization <i>(If applicable)</i>		N/A	
Additional Participating Jurisdictions <i>(If applicable)</i>	N/A				
Project Duration	Short Term	Estimated Cost		Low	
Potential Funding Source	Local Budgeted Funds	If Other, you must identify a funding source.		N/A	
		Please provide further detail on Potential Funding Source.		District Funds (Staff Time)	
Implementation Priority	High	Integration Ideas <i>(Optional)</i>			



Mitigation Action	Construct a secondary parallel pipeline from the Reservoirs 2 and 3 to mitigate a pipeline failure from our tank storage site – A 24-inch single transmission pipeline in from Reservoirs 2 and 3 to Neroly Road enters Randall – Bold Water Treatment Plant.				
Action Number	DWD-5	Year Initiated	2025	Prioritization Score	28/40
Goal(s) / Objective(s) Addressed	Goals: 1, 2, 3, 4, 5		Hazard(s) Mitigated	Earthquake, Sea Level Rise, Cybersecurity Threats, Utility Interruptions	
Project Status	New	If Deleted/No Longer Needed, provide reason.		N/A	
Benefits <i>(Loss Avoided)</i>	High				
Lead Agency / Organization	Diablo Water District	Supporting Agency / Organization <i>(If applicable)</i>		N/A	
Additional Participating Jurisdictions <i>(If applicable)</i>	N/A				
Project Duration	Long Term	Estimated Cost		High	
Potential Funding Source	HMGP, BRIC, FEMA PA	If <i>Other</i> , you must identify a funding source.		N/A	
		Please provide further detail on Potential Funding Source.		N/A	
Implementation Priority	Medium	Integration Ideas <i>(Optional)</i>			



Mitigation Action	Construct two (2) emergency standby groundwater wells.				
Action Number	DWD-5	Year Initiated	2025	Prioritization Score	28/40
Goal(s) / Objective(s) Addressed	Goals: 1, 2, 3, 4, 5		Hazard(s) Mitigated	Drought	
Project Status	New	If Deleted/No Longer Needed, provide reason.		N/A	
Benefits <i>(Loss Avoided)</i>	High				
Lead Agency / Organization	Diablo Water District	Supporting Agency / Organization <i>(If applicable)</i>		N/A	
Additional Participating Jurisdictions <i>(If applicable)</i>	N/A				
Project Duration	Long Term	Estimated Cost		High	
Potential Funding Source	HMGP, BRIC, FEMA PA	If <i>Other</i> , you must identify a funding source.		N/A	
		Please provide further detail on Potential Funding Source.		N/A	
Implementation Priority	Medium	Integration Ideas <i>(Optional)</i>			

2024 Hazard Mitigation Plan **(DRAFT)**
 Contra Costa County, California



Mitigation Action	Implement monitoring procedures, apply soil stabilization measures (e.g., planting soil-stabilizing vegetation), and create a plan to reinforce high risk areas the access road leading to Reservoir 2 and 3 is most vulnerable to. This access road is a single point of entry and vulnerable to disruptions from landslides and earthquakes.				
Action Number	DWD-6	Year Initiated	2026	Prioritization Score	32/40
Goal(s) / Objective(s) Addressed	Goals: 2, 3		Hazard(s) Mitigated	Earthquake, Landslide, Severe Weather	
Project Status	New	If Deleted/No Longer Needed, provide reason.		N/A	
Benefits <i>(Loss Avoided)</i>	High				
Lead Agency / Organization	Diablo Water District	Supporting Agency / Organization <i>(If applicable)</i>		N/A	
Additional Participating Jurisdictions <i>(If applicable)</i>	N/A				
Project Duration	Short Term	Estimated Cost		Medium	
Potential Funding Source	Local Budgeted Funds, HMGP, BRIC	If Other, you must identify a funding source.		N/A	
		Please provide further detail on Potential Funding Source.		District Funds (Staff Time)	
Implementation Priority	High	Integration Ideas <i>(Optional)</i>			

2024 Hazard Mitigation Plan **(DRAFT)**
 Contra Costa County, California



Mitigation Action	Construct a parallel transmission pipeline to mitigate pipeline failure of the single transmission pipeline coming out of Randall-Bold Water Treatment Plant. The single transmission pipeline is a 500 LF of 30-inch steel pipe distributing water into the Diablo Water District's main distribution system.				
Action Number	DWD-7	Year Initiated	2027	Prioritization Score	35/40
Goal(s) / Objective(s) Addressed	Goals: 1, 2, 3, 4, 5		Hazard(s) Mitigated	Earthquake, Flood, Cybersecurity Threats	
Project Status	New		<i>If Deleted/No Longer Needed, provide reason.</i>	N/A	
Benefits <i>(Loss Avoided)</i>	High				
Lead Agency / Organization	Diablo Water District		Supporting Agency / Organization <i>(If applicable)</i>	N/A	
Additional Participating Jurisdictions <i>(If applicable)</i>	N/A				
Project Duration	Long Term		Estimated Cost	High	
Potential Funding Source	Local Budgeted Funds, HMGP, BRIC		<i>If Other, you must identify a funding source.</i>	N/A	
			<i>Please provide further detail on Potential Funding Source.</i>	District Funds (Staff Time)	
Implementation Priority	High	Integration Ideas <i>(Optional)</i>			



Mitigation Action	A parallel transmission pipeline needs to be installed and a full exercise of larger diameter valves needs to be implemented to mitigate these hazards. A 24-inch single transmission pipeline along East Cypress Road is approximately two (2) miles of mostly ductile iron pipe. An earthquake could cause main breaks and sea level rise could create a wet/dry corrosive environment on the pipes. The 24-inch single transmission pipeline is the only source of potable water for tens of thousands of residents.				
Action Number	DWD-8	Year Initiated	2025	Prioritization Score	37/40
Goal(s) / Objective(s) Addressed	Goals: 1, 2, 3, 4, 5		Hazard(s) Mitigated	Earthquake, Flood, Sea Level Rise, Severe Weather	
Project Status	New	If Deleted/No Longer Needed, provide reason.		N/A	
Benefits <i>(Loss Avoided)</i>	High				
Lead Agency / Organization	Diablo Water District	Supporting Agency / Organization <i>(If applicable)</i>		N/A	
Additional Participating Jurisdictions <i>(If applicable)</i>	N/A				
Project Duration	Long Term	Estimated Cost		High	
Potential Funding Source	Local Budgeted Funds, HMGP, BRIC	If Other, you must identify a funding source.		N/A	
		Please provide further detail on Potential Funding Source.		District Funds (Staff Time)	
Implementation Priority	High	Integration Ideas <i>(Optional)</i>			



Mitigation Action	Install a remote access security camera system at all Diablo Water District facilities. This action will mitigate the malevolent threats (e.g., assault, contamination, theft/diversion, sabotage), power outage, and supply chain disruption.				
Action Number	DWD-9	Year Initiated	2024	Prioritization Score	32/40
Goal(s) / Objective(s) Addressed	Goals: 1, 2, 4, 5		Hazard(s) Mitigated	Cybersecurity Threats, Utility Interruptions, Terrorism	
Project Status	New	If Deleted/No Longer Needed, provide reason.		N/A	
Benefits <i>(Loss Avoided)</i>	Medium				
Lead Agency / Organization	Diablo Water District		Supporting Agency / Organization <i>(If applicable)</i>	N/A	
Additional Participating Jurisdictions <i>(If applicable)</i>	N/A				
Project Duration	Short Term		Estimated Cost	Low	
Potential Funding Source	Local Budgeted Funds, HMGP, BRIC		If <i>Other</i> , you must identify a funding source.	N/A	
			Please provide further detail on Potential Funding Source.	District Funds (Staff Time)	
Implementation Priority	High	Integration Ideas <i>(Optional)</i>			



Mitigation Action	An 18-inch single transmission pipeline along Bethel Island Road is the only source of potable water to the community on Bethel Island. Construct a pipeline along Sandmound Boulevard and tie-in the pipelines at the intersection of Bethel Island and Sandmound Boulevard to have the ability to back feed the distribution system from an adjacent pressure zone to mitigate pipeline failure.				
Action Number	DWD-10	Year Initiated	2027	Prioritization Score	32/40
Goal(s) / Objective(s) Addressed	Goals: 1, 2, 3, 4, 5		Hazard(s) Mitigated	Dam and Levee Failure, Earthquake, Flood, Sea Level Rise, Severe Weather	
Project Status	New		<i>If Deleted/No Longer Needed, provide reason.</i>	N/A	
Benefits <i>(Loss Avoided)</i>	High				
Lead Agency / Organization	Diablo Water District		Supporting Agency / Organization <i>(If applicable)</i>	N/A	
Additional Participating Jurisdictions <i>(If applicable)</i>	N/A				
Project Duration	Long Term		Estimated Cost	High	
Potential Funding Source	State Special Funds, HMGP, BRIC		<i>If Other, you must identify a funding source.</i>	N/A	
			Please provide further detail on Potential Funding Source.	California State Water Resources Control Board (SWRCB) Fund	
Implementation Priority	High	Integration Ideas <i>(Optional)</i>			



Mitigation Action	Restoration of Pumps 1 and 2 at the District's Corp Yard Pump Station which were installed in 1986. Pumps 1 and 2 are critical to the Diablo Water District's Distribution System				
Action Number	DWD-11	Year Initiated	2024	Prioritization Score	32/40
Goal(s) / Objective(s) Addressed	Goals: 1, 2, 5		Hazard(s) Mitigated	Earthquake, Wildfire, Utility Interruptions, Cybersecurity Threats, Terrorism	
Project Status	New	If Deleted/No Longer Needed, provide reason.		N/A	
Benefits <i>(Loss Avoided)</i>	Medium				
Lead Agency / Organization	Diablo Water District	Supporting Agency / Organization <i>(If applicable)</i>		N/A	
Additional Participating Jurisdictions <i>(If applicable)</i>	N/A				
Project Duration	Short Term	Estimated Cost		Medium	
Potential Funding Source	Local Budgeted Funds	If <i>Other</i> , you must identify a funding source.		N/A	
		Please provide further detail on Potential Funding Source.		District Funds (Staff Time)	
Implementation Priority	High	Integration Ideas <i>(Optional)</i>			



Mitigation Action	Construct a parallel transmission pipe that would cross the Delta allowing potable water distribution to the community of Bethel Island. Currently an 18-inch transmission pipe is attached to the Bethel Island Bridge and if the pipes are in generally good condition, the level of risk of the pipe failure is dependent on the condition of the bridge itself. Any seismic event that damages the bridge will likely cause sufficient movement in the pipe and often results in difficulty accessing the pipes, and the associated structural components that are attached. If the pipe on the bridge were to leak or fail, Diablo Water District does not have the proper equipment to fix the pipe. Additionally, implement an annual training for District staff on the implementation of an emergency plan to run a 6-inch hose across the Bethel Island Bridge to allow water to serve the island.				
Action Number	DWD-12	Year Initiated	2030	Prioritization Score	31/40
Goal(s) / Objective(s) Addressed	Goals: 1, 2, 3, 4, 5		Hazard(s) Mitigated	Earthquake, Severe Weather	
Project Status	New	If Deleted/No Longer Needed, provide reason.		N/A	
Benefits <i>(Loss Avoided)</i>	High				
Lead Agency / Organization	Diablo Water District	Supporting Agency / Organization <i>(If applicable)</i>		N/A	
Additional Participating Jurisdictions <i>(If applicable)</i>	N/A				
Project Duration	Long Term	Estimated Cost		High	
Potential Funding Source	State Special Fund, HMGP, BRIC	If Other, you must identify a funding source.		N/A	
		Please provide further detail on Potential Funding Source.	California State Water Resources Control Board (SWRCB) Fund		
Implementation Priority	High	Integration Ideas <i>(Optional)</i>			



Mitigation Action	Implement a recycled water project that may include landscape recycled water use, groundwater banking, direct potable reuse and other regulatorily permitted uses of recycled water. Drought can lead to lower groundwater levels and reduce surface water supply. Low groundwater levels present risks of saltwater intrusion, over-drafting potential at wells, degrading water quality of source water supplies.				
Action Number	DWD-13	Year Initiated	2026	Prioritization Score	32/40
Goal(s) / Objective(s) Addressed	Goals: 1, 2, 4, 5		Hazard(s) Mitigated	Climate Change, Drought, Sea Level Rise, Severe Weather	
Project Status	New		<i>If Deleted/No Longer Needed, provide reason.</i>	N/A	
Benefits <i>(Loss Avoided)</i>	High				
Lead Agency / Organization	Diablo Water District		Supporting Agency / Organization <i>(If applicable)</i>	Ironhouse Sanitary District	
Additional Participating Jurisdictions <i>(If applicable)</i>	N/A				
Project Duration	Long Term		Estimated Cost	High	
Potential Funding Source	Local Budgeted Funds, State Special Fund, HMGP, BRIC		<i>If Other, you must identify a funding source.</i>	N/A	
			Please provide further detail on Potential Funding Source.	District Funds (Staff Time), California State Water Resources Control Board (SWRCB) Fund	
Implementation Priority	High	Integration Ideas <i>(Optional)</i>			

2024 Hazard Mitigation Plan **(DRAFT)**
 Contra Costa County, California



Mitigation Action	Provide an emergency generator and construct a transmission pipeline with a tie-in to the District's main distribution system for back-up water supply. The Knightsen (M-25) Well consists of one (1) pump installed in 1993 with no stand-by pumps. There is no redundancy or backup water supply source feeding the Knightsen pressure zone/system.				
Action Number	DWD-14	Year Initiated	2027	Prioritization Score	33/40
Goal(s) / Objective(s) Addressed	Goals: 1, 2, 3, 4, 5		Hazard(s) Mitigated	Drought, Earthquake, Severe Weather, Wildfire, Hazardous Materials Incidents, Utility Interruptions	
Project Status	New		<i>If Deleted/No Longer Needed, provide reason.</i>	N/A	
Benefits <i>(Loss Avoided)</i>	High				
Lead Agency / Organization	Diablo Water District		Supporting Agency / Organization <i>(If applicable)</i>	N/A	
Additional Participating Jurisdictions <i>(If applicable)</i>	N/A				
Project Duration	Short Term		Estimated Cost	High	
Potential Funding Source	Local Budgeted Funds, State Special Fund, HMGP, BRIC		<i>If Other, you must identify a funding source.</i>	N/A	
			Please provide further detail on Potential Funding Source.	District Funds (Staff Time), California State Water Resources Control Board (SWRCB) Fund	
Implementation Priority	High	Integration Ideas <i>(Optional)</i>			



Mitigation Action	Install a back-up pump at the Glen Park Well Station. The Glen Park Well Station is the District's highest capacity well at two (2) MG and feeds into the existing (main) pressure zone. This well is capable of providing up to 20% of the District's daily water supply. The wells station consists of one (1) pump installed in 2006 with no stand-by pumps.				
Action Number	DWD-15	Year Initiated	2029	Prioritization Score	32/40
Goal(s) / Objective(s) Addressed	Goals: 1, 2, 4, 5		Hazard(s) Mitigated	Dam and Levee Failure, Earthquake, Wildfire, Cybersecurity Threats, Terrorism, Utility Interruptions,	
Project Status	New		<i>If Deleted/No Longer Needed, provide reason.</i>	N/A	
Benefits <i>(Loss Avoided)</i>	High				
Lead Agency / Organization	Diablo Water District		Supporting Agency / Organization <i>(If applicable)</i>	N/A	
Additional Participating Jurisdictions <i>(If applicable)</i>	N/A				
Project Duration	Short Term		Estimated Cost	High	
Potential Funding Source	State Special Fund, HMGP, BRIC		<i>If Other, you must identify a funding source.</i>	N/A	
			Please provide further detail on Potential Funding Source.	California State Water Resources Control Board (SWRCB) Fund	
Implementation Priority	High	Integration Ideas <i>(Optional)</i>			



Mitigation Action	Connect the Willow Park Marina (M-27) Well Station to the District's main distribution system. The Willow Park Marina (M-27) Well Station consists of two (2) chlorinated wells operated alternately supplying about 162 condo units, one (1) clubhouse, and other miscellaneous non potable uses. Currently, the wells have a high arsenic level, and the water is not safe to drink.				
Action Number	DWD-16	Year Initiated	2026	Prioritization Score	32/40
Goal(s) / Objective(s) Addressed	Goals: 1, 2, 4, 5		Hazard(s) Mitigated	Climate Change, Dam and Levee Failure, Drought, Earthquake, Flood, Landslide, Sea Level Rise, Severe Weather, Tsunami, Wildfire, Cybersecurity Threats, Hazardous Materials Incidents, Terrorism, Utility Interruptions	
Project Status	New		<i>If Deleted/No Longer Needed, provide reason.</i>	N/A	
Benefits <i>(Loss Avoided)</i>	High				
Lead Agency / Organization	Diablo Water District		Supporting Agency / Organization <i>(If applicable)</i>	N/A	
Additional Participating Jurisdictions <i>(If applicable)</i>	Contra Costa Water District				
Project Duration	Long Term		Estimated Cost	High	
Potential Funding Source	Local Budgeted Funds, Private/Non-Profit Funds, HMGP, BRIC, FEMA PA		<i>If Other, you must identify a funding source.</i>	N/A	
			<i>Please provide further detail on Potential Funding Source.</i>	District Funds (Staff Time), Property Owners Fee	
Implementation Priority	High	Integration Ideas <i>(Optional)</i>			



Mitigation Action	Seismic reinforcement of Reservoir 1 (2.5 MG water tank). Seismic mitigation measures would include thickening bottom courses to improve resistance to tensile and compressive stresses, adding new anchors around the reservoir perimeter, widening the ring wall to accommodate new anchors and additional seismic evaluations of the inlet/outlet pipe.				
Action Number	DWD-17	Year Initiated	2026	Prioritization Score	30/40
Goal(s) / Objective(s) Addressed	Goals: 1, 2, 3, 4, 5		Hazard(s) Mitigated	Earthquake, Wildfire	
Project Status	New	If Deleted/No Longer Needed, provide reason.		N/A	
Benefits <i>(Loss Avoided)</i>	High				
Lead Agency / Organization	Diablo Water District	Supporting Agency / Organization <i>(If applicable)</i>		N/A	
Additional Participating Jurisdictions <i>(If applicable)</i>	N/A				
Project Duration	Long Term	Estimated Cost		High	
Potential Funding Source	Local Budgeted Funds, HMGP, BRIC	If Other, you must identify a funding source.		N/A	
		Please provide further detail on Potential Funding Source.		District Funds (General Fund, Staff Time)	
Implementation Priority	High	Integration Ideas <i>(Optional)</i>			



Mitigation Action	Install seismometer in the Reservoir 2 (5 MG storage tank) to measure and record the vibrations of the ground caused by seismic waves that could initiate alarms to protect the reservoir and retrofit the bottom course with steel bands. Reservoir 2 was constructed in 1988 and is not built to current American Water Works Association (AWWA) D100 (2011) standards. Seismic retrofitting the bottom course with steel bands to improve resistance to tensile and compressive stresses during a seismic event would mitigate this hazard and bring to AWWA standards.				
Action Number	DWD-18	Year Initiated	2025	Prioritization Score	39/40
Goal(s) / Objective(s) Addressed	Goals: 1, 2, 3, 4, 5		Hazard(s) Mitigated	Earthquake, Wildfire	
Project Status	New	If Deleted/No Longer Needed, provide reason.		N/A	
Benefits <i>(Loss Avoided)</i>	High				
Lead Agency / Organization	Diablo Water District	Supporting Agency / Organization <i>(If applicable)</i>		N/A	
Additional Participating Jurisdictions <i>(If applicable)</i>	N/A				
Project Duration	Short Term	Estimated Cost		High	
Potential Funding Source	Local Budgeted Funds, State Special Fund, HMGP, BRIC	If Other, you must identify a funding source.		N/A	
		Please provide further detail on Potential Funding Source.		California State Water Resources Control Board (SWRCB) Fund	
Implementation Priority	High	Integration Ideas <i>(Optional)</i>			



APPENDIX A. PUBLIC ENGAGEMENT

[This section will be populated after the Public Comment Period ends.]



APPENDIX B. PLAN ADOPTION

[Placeholder for adoption documentation after State and FEMA Approval]

DIABLO WATER DISTRICT
May 22, 2024 Board Meeting
Item Number 10

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

Items included for discussion:

- Water Supply Charts.
 - Statewide Reservoirs.
 - Los Vaqueros Reservoir = 144,381 AF – 90.2% full (83.7% last month)
 - Total Water Demand.
 - Local Well Production.

- FY 2025 Federal Earmark.
 - The District submitted a Federal Earmark (Congressionally Directed Community Funded Project) to Congressman DeSaulniers office for R1 seismic upgrades and the R2/R3 parallel transmission pipeline. The congressman supported the project and has submitted it to the Federal Appropriations Committee. The District should know if this \$6.5 million project will receive 75% federal funding in the next couple of weeks. Once past the appropriations committee, Staff will work with FEMA and CalOES to fully secure the funding. If all goes well, construction will occur in 2026 or 2027.

RECOMMENDATION:

Discuss.

Dan Muelrath

Dan Muelrath
General Manager

Attached: Statewide Reservoir Conditions
Total Water Demand
Local Well Production
LIHWAP Senate Bill



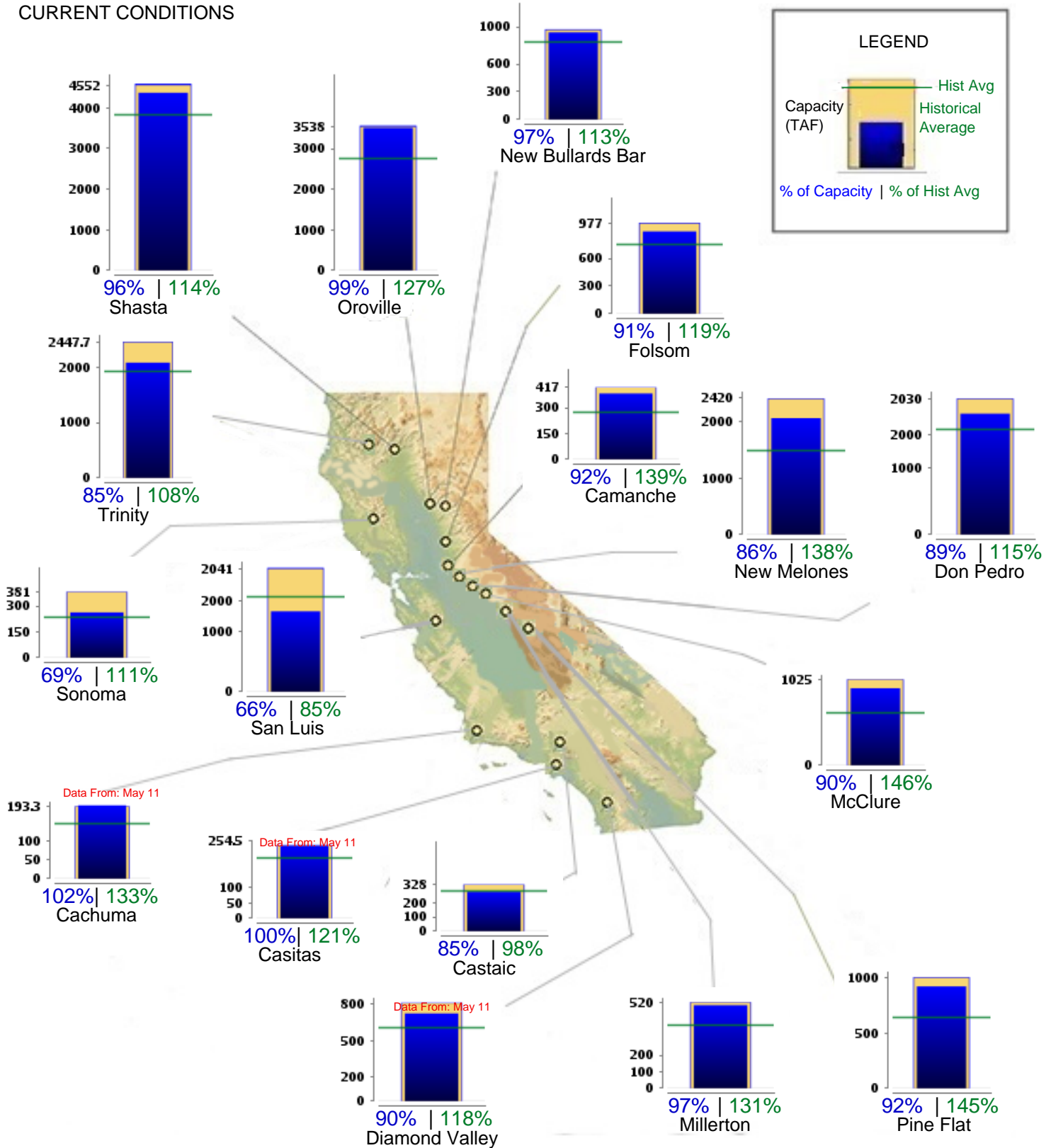
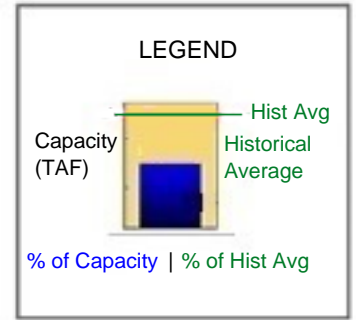


CURRENT RESERVOIR CONDITIONS

CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS

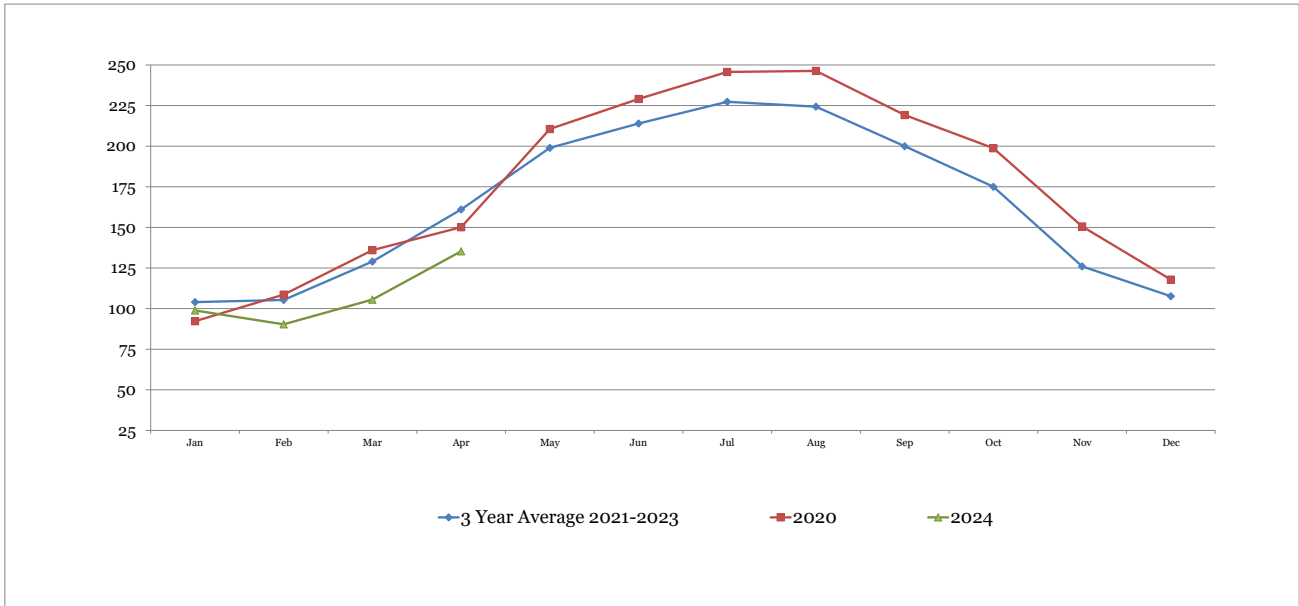
Midnight - May 12, 2024

CURRENT CONDITIONS



DIABLO WATER DISTRICT WATER USE IN MILLION GALLONS

(This chart does not include Utility Water)



	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Average
3 Year Average	104	105	129	161	199	214	227	224	200	175	126	108	164
2020 Usage	92	109	136	150	211	229	246	246	219	199	151	118	175
2023 Usage	99	90	106	135									107
% Reduction (+/-)	-6.7%	20.2%	28.9%	10.9%									13.2%
% new Connections 2024 vs. 2023	1.6%												

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

	<u>Jul-23</u>	<u>Aug-23</u>	<u>Sep-23</u>	<u>Oct-23</u>	<u>Nov-23</u>	<u>Dec-23</u>	<u>Jan-24</u>	<u>Feb-24</u>	<u>Mar-24</u>	<u>Apr-24</u>	<u>May-24</u>	<u>Jun-24</u>
1	1.212	1.103	1.001	0.892	0.883	0.686	0.529	0.325	0.000	0.252	1.209	
2	0.973	1.051	0.933	1.258	1.049	0.716	0.409	0.360	0.000	0.750	0.860	
3	1.211	1.035	0.946	1.011	0.731	0.553	0.424	0.289	0.000	0.644	1.011	
4	1.186	1.017	0.975	1.027	0.780	0.796	0.274	0.379	0.000	0.552	0.832	
5	1.138	0.946	1.053	0.981	0.363	0.665	0.349	0.306	0.000	0.577	0.549	
6	1.107	1.024	0.994	0.996	0.889	0.715	0.254	0.334	0.000	0.581	1.221	
7	1.156	1.115	0.991	0.965	0.777	0.579	0.354	0.297	0.000	0.559	0.770	
8	1.032	1.041	0.998	0.839	0.872	0.611	0.340	0.339	0.000	0.846	1.113	
9	1.062	1.061	0.968	1.069	0.825	0.583	0.348	0.298	0.000	0.636	0.889	
10	1.085	1.022	0.897	0.883	0.913	0.757	0.359	0.365	0.000	0.763	1.260	
11	1.220	1.018	1.118	0.918	0.919	0.657	0.318	0.303	0.000	0.766	0.935	
12	1.220	0.914	0.872	0.953	0.681	0.586	0.320	0.379	0.000	0.758	0.965	
13	1.137	0.962	1.114	0.997	0.951	0.675	0.402	0.306	0.000	0.664	1.377	
14	1.219	1.112	0.915	0.821	0.814	0.685	0.270	0.367	0.000	0.507		
15	1.054	1.012	0.952	0.851	0.733	0.578	0.406	0.280	0.000	0.839		
16	1.133	1.006	1.099	1.297	0.736	0.690	0.329	0.341	0.000	0.640		
17	1.117	1.070	0.874	0.959	0.682	0.547	0.328	0.338	0.000	0.880		
18	0.945	1.013	0.838	1.017	0.715	0.730	0.304	0.275	0.000	0.603		
19	1.128	1.034	1.053	0.915	0.641	0.528	0.386	0.426	0.000	0.987		
20	1.014	0.945	0.956	0.954	0.798	0.528	0.308	0.268	0.000	0.683		
21	1.071	1.046	0.927	0.945	0.691	0.550	0.337	0.381	0.000	0.796		
22	0.980	0.965	0.978	0.860	0.758	0.638	0.353	0.360	0.000	1.147		
23	0.973	1.024	0.957	1.005	0.852	0.545	0.311	0.136	0.000	0.663		
24	1.106	1.110	0.930	1.077	0.815	0.672	0.323	0.493	0.000	1.011		
25	1.104	0.993	0.972	1.031	0.708	0.544	0.298	0.287	0.000	0.701		
26	0.969	1.026	0.891	0.837	0.693	0.518	0.310	0.162	0.000	1.000		
27	1.107	0.955	0.974	0.954	0.871	0.647	0.341	0.309	0.000	0.672		
28	0.931	1.111	0.995	0.834	0.720	0.631	0.354	0.010	0.000	1.054		
29	1.026	0.975	0.948	0.813	0.735	0.505	0.337	0.061	0.000	1.029		
30	0.971	0.958	0.908	0.939	0.703	0.633	0.315		0.000	0.839		
31	1.189	1.100		0.883		0.472	0.292		0.000			
TOTAL	33.7752	31.7609	29.0244	29.7779	23.2967	19.2189	10.5770	8.7716	0.0000	22.3979	12.9900	0.0000

Jul-23 to Jan-24 at \$2590.00/MG 177.4310 MG
Feb-24 to Jun-24 at \$2780.00/MG 44.1595 MG
GRAND TOTAL: 221.5905 MG

FY 23/24 SAVINGS	\$ 582,309.70
FY 22/23 SAVINGS	\$ 529,110.41
FY 21/22 SAVINGS	\$ 210,402.64
FY 20/21 SAVINGS	\$ 278,518.31
FY 19/20 SAVINGS	\$ 679,590.16
FY 18/19 SAVINGS	\$ 614,245.45
FY 17/18 SAVINGS	\$ 634,030.91
FY 16/17 SAVINGS	\$ 444,895.41
FY 15/16 SAVINGS	\$ 397,766.92
FY 14/15 SAVINGS	\$ 580,430.65
FY 13/14 SAVINGS	\$ 509,579.93
FY 12/13 SAVINGS	\$ 382,228.02
FY 11/12 SAVINGS	\$ 637,659.61
FY 10/11 SAVINGS	\$ 590,057.39
FY 09/10 SAVINGS	\$ 496,279.31
FY 08/09 SAVINGS	\$ 371,579.65
FY 07/08 SAVINGS	\$ 486,615.14
FY 06/07 SAVINGS	\$ 326,985.06

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

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

	<u>Jul-22</u>	<u>Aug-22</u>	<u>Sep-22</u>	<u>Oct-22</u>	<u>Nov-22</u>	<u>Dec-22</u>	<u>Jan-23</u>	<u>Feb-23</u>	<u>Mar-23</u>	<u>Apr-23</u>	<u>May-23</u>	<u>Jun-23</u>
1	0.276	0.642	0.888	0.696	0.000	0.381	0.451	0.118	0.584	0.570	0.878	1.091
2	0.340	0.724	0.895	0.665	0.000	0.359	0.211	0.381	0.650	0.587	0.899	1.142
3	0.307	0.932	0.720	0.850	0.112	0.276	0.260	0.506	0.302	0.584	0.859	1.022
4	0.391	0.777	0.814	0.637	0.376	0.281	0.263	0.320	0.609	0.621	0.946	1.123
5	0.337	0.949	0.859	0.750	0.424	0.317	0.288	0.526	0.539	0.553	0.698	1.206
6	0.379	0.716	1.031	0.562	0.312	0.295	0.245	0.636	0.553	0.697	0.803	0.980
7	0.359	0.790	0.748	0.460	0.414	0.263	0.227	0.512	0.573	0.531	0.708	0.960
8	0.426	0.861	0.935	0.550	0.346	0.190	0.242	0.587	0.539	0.639	1.014	1.077
9	0.286	0.893	0.861	0.428	0.382	0.116	0.324	0.549	0.566	0.677	0.800	1.027
10	0.294	0.893	0.834	0.515	0.347	0.156	0.327	0.576	0.531	0.599	0.962	0.990
11	0.432	0.828	0.780	0.352	0.312	0.191	0.356	0.578	0.424	0.722	0.997	1.033
12	0.209	0.839	0.916	0.253	0.319	0.000	0.375	0.574	0.632	0.670	0.989	0.988
13	0.035	0.594	0.884	0.364	0.342	0.000	0.257	0.419	0.624	0.677	1.039	1.049
14	0.373	0.605	0.786	0.000	0.414	0.000	0.119	0.164	0.465	0.745	0.989	1.177
15	0.347	0.691	0.765	0.000	0.304	0.000	0.326	0.576	0.569	0.699	1.163	1.025
16	0.342	0.743	0.886	0.000	0.339	0.000	0.364	0.618	0.331	0.701	1.114	1.107
17	0.342	0.839	0.758	0.000	0.345	0.133	0.369	0.586	0.672	0.925	1.059	1.010
18	0.381	0.786	0.635	0.000	0.373	0.308	0.310	0.576	0.557	0.683	1.166	0.987
19	0.357	0.943	0.719	0.107	0.353	0.306	0.179	0.640	0.487	0.924	1.056	1.026
20	0.397	0.742	0.655	0.000	0.339	0.223	0.083	0.624	0.590	0.807	0.937	1.160
21	0.384	0.754	0.675	0.000	0.354	0.088	0.303	0.708	0.469	1.482	0.997	0.992
22	0.372	0.787	0.583	0.000	0.387	0.000	0.382	0.589	0.541	0.684	1.286	1.126
23	0.352	0.865	0.773	0.000	0.395	0.000	0.455	0.650	0.430	1.038	0.876	1.212
24	0.350	0.832	0.682	0.000	0.371	0.000	0.358	0.558	0.546	1.064	1.232	0.940
25	0.414	0.848	0.677	0.000	0.342	0.000	0.449	0.540	0.508	1.019	0.968	1.070
26	0.325	0.844	0.821	0.000	0.298	0.000	0.542	0.615	0.564	0.809	1.177	1.117
27	0.385	0.706	0.796	0.168	0.372	0.000	0.192	0.567	0.553	0.882	0.932	1.144
28	0.691	0.859	0.684	0.474	0.394	0.000	0.469	0.536	0.608	1.126	0.998	1.002
29	0.600	0.802	0.763	0.330	0.380	0.000	0.419		0.453	0.825	1.180	1.123
30	0.575	0.802	0.849	0.000	0.339	0.143	0.413		0.583	1.110	1.062	1.142
31	0.567	0.923		0.000		0.220	0.000		0.374		1.029	

TOTAL 11.6219 24.8048 23.6689 8.1611 9.7861 4.2448 9.5601 14.8274 16.4251 23.6483 30.8143 32.0463

Jul-22 to Jan-23 at \$2440.00/MG 91.8477 MG
Feb-23 to Jun-23 at \$2590.00/MG 117.7614 MG
GRAND TOTAL: 209.6091 MG

FY 22/23 SAVINGS	\$ 529,110.41
FY 21/22 SAVINGS	\$ 210,402.64
FY 20/21 SAVINGS	\$ 278,518.31
FY 19/20 SAVINGS	\$ 679,590.16
FY 18/19 SAVINGS	\$ 614,245.45
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FY 07/08 SAVINGS	\$ 486,615.14
FY 06/07 SAVINGS	\$ 326,985.06

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

MONTHLY WELL NUMBERS
Million Gallons (MG)

<u>DATE</u>	<u>GLEN PARK</u>	<u>STONECREEK</u>
05/01/24	1.2130	0.0000
05/02/24	0.8647	0.0000
05/03/24	1.0150	0.0000
05/04/24	0.8365	0.0000
05/05/24	0.5538	0.0000
05/06/24	1.2251	0.0000
05/07/24	0.7746	0.0000
05/08/24	1.1170	0.0000
05/09/24	0.8933	0.0000
05/10/24	1.2645	0.0000
05/11/24	0.9393	0.0000
05/12/24	0.9694	0.0000
05/13/24	1.3817	0.0000
05/14/24		
05/15/24		
05/16/24		
05/17/24		
05/18/24		
05/19/24		
05/20/24		
05/21/24		
05/22/24		
05/23/24		
05/24/24		
05/25/24		
05/26/24		
05/27/24		
05/28/24		
05/29/24		
05/30/24		
05/31/24		
Totals	13.0479	0.0000
Combined Totals		13.0479

DIABLO WATER DISTRICT
May 22, 2024 Board Meeting
Item Number 11

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

The District Engineer will provide an update on:

- Projects that have made significant progress month over month.

RECOMMENDATION:

Discuss.

Dan Muelrath

Dan Muelrath
General Manager

Attached: Construction List



Development Status Report

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

Project Description	Location	Type of Project	Number and Size of Connections	Project Status	FIA Status	Additional Notes (see footer for detail)	Percent Facilities Intallation Complete
Elm Lane Apartments	Elm Lane, Oakley	Multi-Family	One 4" Domestic and One 1 1/2" Irrigation	Finalizing Paperwork for Final Acceptance	Board Approved	--	99%
Oakley - Contra Costa Logistics Center -24" Butterfly Valve Installation	6000 Bridgehead Road, near Wilbur Avenue	Isolation Valve Installation	No Connections	Finalizing Paperwork for Final Acceptance	Board Approved	--	99%
8734 - Stonewood Unit 2A	West of Rose Ave; south of Longhorn Way; North of Carpenter Road	Subdivision	27 Lots (1" services for fire sprinklers)	Working on As-Builts	Board Approved	--	98%
8736 & 8836 Pheasant Meadows & Vintner View	Off of O'Hara Avenue, south of Grapevine Lane	Subdivision	50 Lots for both 8736 & 8836 (1" services for fire sprinklers)	Working on As-Builts	Board Approved	--	98%
8904 Cypress Crossings (formerly Baldocchi Property) - Sellers Avenue Offsite Improvements	6390 Sellers Avenue; SE corner of E. Cypress Rd & Sellers Ave.	Mainline Extension	24" Watermain Extension down Sellers Avenue	Waiting on As-Builts	Board Approved	--	98%
9284 - Ranchette (Discovery Builders)	Oakley Road at Neroly Road	Subdivision	13 Lots (1" services for fire sprinklers)	Waiting on As-Builts	Board Approved	--	98%
9426 - Delta Coves Marina - Fire Services	West Wind Place, Bethel Island	Commercial	Three 1-1/2" Irrigation Services; Five 2" services for the Docks	Waiting for Plan Revisions and As-Builts	Board Approved	--	98%
8904 Cypress Crossings (Tuscany Estates-Baldocchi Property) In-Tract Improvements - East Cypress	East Cypress Road, Oakley	Subdivision	98 Lots for both 8736 & 8836 (1" services for fire sprinklers)	Punch List of Items has been Developed	Board Approved	--	95%
9426 - Delta Coves Marina - Cottages - Pulte Homes	West Wind Place, Bethel Island	Subdivision/Condos	64 Services (1" for fire sprinklers) and Two 1 1/2" Irrigation Services	Working on Punch List Items & As-Builts	Board Approved	--	93%
Oakley Logistics Center Phase 1- Backbone Infrastructure	6000 Bridgehead Road, near Wilbur Avenue	Commercial/ Light Industrial	Three 6" Services	Under Construction - Pending upgrades to 8" connections	Board Approved	--	90%

Notes:

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

Development Status Report

Project Description	Location	Type of Project	Number and Size of Connections	Project Status	FIA Status	Additional Notes (see footer for detail)	Percent Facilities Intallation Complete
9307 - Summer Lake North-Backbone	North of E. Cypress Road; East of Bethel Island Road	Subdivision	Backbone Infrastructure for Future Subdivisions; Services for Irrigation	Construction Underway	Board Approved	RW, GWMW, CN	50%
9616 Summer Lake North Phase 1 Village 1	North of E. Cypress Road; East of Bethel Island Road	Subdivision	88 Lots (1" services for fire sprinklers)	Construction Underway	FIA for Approval May 22, 2024 Meeting	RW, GWMW, CN	60%
9617 Summer Lake North Phase 1 Village 2	North of E. Cypress Road; East of Bethel Island Road	Subdivision	52 Lots (1" services for fire sprinklers)	Construction Underway	FIA for Approval May 22, 2024 Meeting	RW, GWMW, CN	60%
9615 Machado Lane - Cosetti Property	APNs 033-190-003 & 033-190-004	Subdivision	76 Lots (1" services for fire sprinklers)	Grading and Submittal Reviews Underway	FIA for Approval May 22, 2024 Meeting	GWMW	5%
8803 - Brownstone (Clyde Miles Construction)	Brownstone Road, Oakley	Subdivision	108 Lots (1" services for fire sprinklers)	Plans Approved Pending DWD Signature	FIA Projected for June 12, 2024 Special Board Meeting	GWMW	0%
9618 Summer Lake North Phase 1 Village 3	North of E. Cypress Road; East of Bethel Island Road	Subdivision	54 Lots (1" services for fire sprinklers)	Plans Approved Pending DWD Signature	FIA Projected for June 12, 2024 Special Board Meeting	RW, GWMW, CN	0%
9620 Summer Lake North Phase 1 Village 5	North of E. Cypress Road; East of Bethel Island Road	Subdivision	79 Lots (1" services for fire sprinklers)	Plans Approved Pending DWD Signature	FIA Projected for June 12, 2024 Special Board Meeting	RW, GWMW, CN	0%
6013 - BIRS Bethel Island Res. & Pump Station	Delta Coves Project, Bethel Island	Reservoir & Pump Station for Delta Coves	No Connections	Under DWD Plan Review	Future Board Meeting	CN	0%

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Development Status Report

Project Description	Location	Type of Project	Number and Size of Connections	Project Status	FIA Status	Additional Notes (see footer for detail)	Percent Facilities Intallation Complete
637 Brownstone Road	APN 034-170-006; Brownstone Rd; east of O'Hara Ave.	Subdivision	Pending	City Planning Stage/On Hold	Future Board Meeting	--	0%
6610 - Spinnaker Cove	Cypress Road to Sandmound Blvd	Subdivision	Pending	Planning Stage	Future Board Meeting	--	0%
8760 - Stonewood 1B	West of Rose Ave; south of Longhorn Way; North of Carpenter Road	Subdivision	133 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	GWMW	0%
8787 Rosewood Subdivision (61 Lots)	4073 Rose Avenue, Oakley	Subdivision	61 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	GWMW	0%
8807 - Villa Grove (35 Lots)	2080 O'Hara Avenue	Subdivision	35 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	--	0%
9088 - Cedarwood	4192 Live Oak Avenue (Near Knox Lane)	Subdivision	34 Lots (1" services for fire sprinklers)	City Planning Stage/On Hold	Future Board Meeting	--	0%
9156 - Bethel Island LLC (Biggs) (Part of Cypress Preserve)	South of Summer Lake South, Rock Slough, Oakley	Subdivision	195 Apt Units (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	RW, GWMW, CN	0%
9183 Stonewood 3	SE & SW Corners of Carpenter Rd/Simoni Ranch Rd and Rose Avenue	Subdivision	31 Lots (1" services for fire sprinklers)	City Planning Stage/On Hold	Future Board Meeting	--	0%
9311 KT-KB Oakley, LLC (Part of Cypress Preserve)	APN 032-082-001; East of Jersey Island Road; North of East Cypress Road	Subdivision	276 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	RW, GWMW, CN	0%
9404 - Lesh Property (Part of Cypress Preserve)	Northwest corner of Bethel Island & East Cypress Road	Subdivision	1056 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	RW, GWMW, CN	0%

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Development Status Report

Project Description	Location	Type of Project	Number and Size of Connections	Project Status	FIA Status	Additional Notes (see footer for detail)	Percent Facilities Intallation Complete
9488 Castro Property	East side of Machado Ln; South of East Cypress Road	Subdivision	10 Lots (1" services for fire sprinklers)	City Planning Stage/On Hold	Future Board Meeting	--	0%
9534 - Stonewood 3 Unit 2	West of Rose Ave; south of Longhorn Way' North of Carpenter Road	Subdivision	Pending	Under DWD Plan Review	Future Board Meeting	--	0%
9537 - 2480 Oakley Road	2480 Oakley Road, near Live Oak Avenue, Oakley	Subdivision	22 Lots (1" services for fire sprinklers)	City Planning Stage/On Hold	Future Board Meeting	--	0%
9557 Burroughs Property	E. Cypress Road & Knightsen Avenue	Subdivision	208 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	GWMW	0%
9579 Honey/Creekside Subdivision	463 & 560 Honey Lane	Subdivision	57 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	GWMW	0%
9580 Golden Oak	West Ruby Street and Fuschia Way	Subdivision	7 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	--	0%
9619 Summer Lake North Phase 1 Village 4	North of E. Cypress Road; East of Bethel Island Road	Subdivision	63 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	RW, GWMW, CN	0%
9624 Grand Cypress Preserve Ph. 1 Village 1 R-21	South of E. Cypress Road; West of Bethel Island Road	Subdivision	83 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	RW, GWMW, CN	0%
9625 Grand Cypress Preserve Ph. 1 Village 1 R-22	South of E. Cypress Road; West of Bethel Island Road	Subdivision	111 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	RW, GWMW, CN	0%
9626 Grand Cypress Preserve Ph. 1 Village 1 R-25	South of E. Cypress Road; West of Bethel Island Road	Subdivision	65 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	RW, GWMW, CN	0%
9627 Grand Cypress Preserve Ph. 1 Village 1 R-26	South of E. Cypress Road; West of Bethel Island Road	Subdivision	78 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	RW, GWMW, CN	0%
Brownstone and Main Commercial Development	Brownstone and Main Street	Commercial/ Restaurant/ Retail/Car Wash	Pending	City Planning Stage/On Hold	Future Board Meeting	GWMW	0%

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Development Status Report

Project Description	Location	Type of Project	Number and Size of Connections	Project Status	FIA Status	Additional Notes (see footer for detail)	Percent Facilities Intallation Complete
East Cypress Road Precise Alignment (Part of Cypress Preserve)	East Cypress Road; Between Knightsen Ave. and Bethel Island Road	Subdivision		Pending	Under DWD Plan Review	Future Board Meeting	-- 0%
IBN Sina Community Center	Oakley Road and Neroly Road	Public Assembly/Residential		Pending	City Planning Stage/On Hold	Future Board Meeting	-- 0%
Live Oak and Main Street	Live Oak Avenue and Main Street	Subdivision	49 Lots (1" services for fire sprinklers)		City Planning Stage/On Hold	Future Board Meeting	-- 0%
Oakley Village	West of Sellers Road	Subdivision	42 Lots (1" services for fire sprinklers)		City Planning Stage/On Hold	Future Board Meeting	-- 0%
The Honey Lane Development	637 Honey Lane, Oakley (adjacent to Marsh Creek)	Subdivision	19 Lots (1" services for fire sprinklers)		Under DWD Plan Review	Future Board Meeting	-- 0%

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DIABLO WATER DISTRICT
May 22, 2024 Board Meeting
Item Number 12

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

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

RECOMMENDATION:

Receive.

Dan Muelrath _____

Dan Muelrath
General Manager



DIABLO WATER DISTRICT
May 22, 2024 Board Meeting
Item Number 13

TO: Each Director

FROM: Dan Muelrath, General Manager

SUBJECT: Directors' Reports.

Representative assignments verbal reports:

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

Ad hoc reports:

- Report as needed.

RECOMMENDATION:

Discuss.

Dan Muelrath

Dan Muelrath
General Manager

DIABLO WATER DISTRICT
May 22, 2024 Board Meeting
Item Number 14

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

June 12, 2024	
Fiscal Year 24/25 Budget Approval	Action
Ordering Even-Year Board of Directors Election; Consolidation of Elections; and Specifications of the Election Order.	Action
July 24, 2024	
Board Write Offs	Action
Carbon Neutrality Project Update	Discussion
Blue Sky Planning Results	Discussion
District Public Outreach	Discussion
Other Items	Future Date
Sub Awardee Approval for RW Grant via EPA / ISD	TBD
EPA WaterSense New Home Certification	TBD

