



Public service is at the heart of everything we do.

Board Of Directors:

Paul Seger – *President*

Joe Kovalick – *Vice President*

Marilyn M. Tiernan | Jason Shaw | Conan Moats

General Manager: Dan Muelrath

General Counsel: Wes Miliband

Board Secretary: Kait Knight

AGENDA

The Regular Meeting of the Board of Directors of Diablo Water District will be held on March 25, 2026 at 6:30 pm at the District's Corporation Yard, 3990 Main Street, Oakley, California. This meeting is being conducted in person and via webinar. Members of the public and District staff may attend the meeting via conference call / web using the credentials below. Members of the public will continue to have the opportunity to provide public input via the webinar or phone features.

Dial in Number: 1-949-346-1487

Conference ID: 940 117 306#

Or

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

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

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

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.

Public Hearing

3. Public Hearing – AB 2561: Vacancy, Recruitment, and Retention Data.

- Open Hearing
- Presentation, Discussion, and Public Comments
- Close Hearing

4. Public Hearing – Statewide Community Infrastructure Program.

- Open Hearing
- Presentation, Discussion, and Public Comments and Written Objections
- Close Hearing

Action Items

5. Statewide Community Infrastructure Program.

Staff Recommendation: Adopt Resolution No. 2026-03, authorizing Diablo Water District to continue participation in the Statewide Community Infrastructure Program through the Amended and Restated Resolution.

6. 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 February 25, 2026.

Staff Recommendation: Approve.

B. Adopt Resolution No. 2026-04, Amending Regulation 1 to Incorporate Board-Approved Nonprofit Assistance Program.

Staff Recommendation: Adopt.

7. Financial Reports.

Staff Recommendation: Approve warrant register 2026-2, ACH and wire transactions for February 2026 and the monthly financial report for January 2026.

8. Authorization to Execute Agreement with Mann Urrutia Nelson Certified Public Accountants & Associates (MUN CPAs), Limited Liability Partnership, to Perform Fiscal Year 2025/26 Audit, in the amount of \$39,400.

Staff Recommendation: Authorize the General Manager and Board President to

execute the Engagement Letter with Mann Urrutia Nelson CPAs & Associates for the Fiscal Year 2025/26 Audit, in the amount of \$39,400.

9. Purchase of Emergency Backup Generator.

Staff Recommendation: Authorize the General Manager to execute a purchase order with Global Power Supply in the amount of \$329,029.76 for the procurement of a generator as outlined.

Discussion Items

10. Randall-Bold Water Treatment Plan CIP Update.

11. District Regulation 8 Water-Efficiency Regulation Update.

12. General Manager's Report.

- Water Supply Charts.
- Knightsen Monitoring Well Update.

13. District Engineer's Report.

14. District Counsel's Report.

15. Directors' Reports.

- Representative verbal reports.
- Other items as needed.

16. Future Agenda Items.

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

17. Next Meetings of the Board of Directors.

- April 22, 2026 Regular Meeting – 6:30 pm

March 25, 2026

Page 4 of 4

- May 27, 2026 Regular Meeting – 6:30 pm
- June 10, 2026 Special Meeting – 2:30 pm

Closed Session Items

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

Property Description: Jersey Island located in Contra Costa County .

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

Under Negotiation: Terms and Price.

**Conference with Legal Counsel – Existing Litigation
(Government Code sec. 54956.9)**

Name of Case: In re Aqueous Film-Forming Foams Product Liability Litigation, MDL No. 2:18-mn-02873 relating to City of Camden et al. v. E.I. DuPont de Nemours and Company, et al., No. 2:23-cv-03230-RMG (United States District Court, District of South Carolina, Charleston Division) for litigation involving PFAS.

19. Adjournment.

Posted this 19th day of March 2026.



Dan Muelrath, General Manager



FY 25/26 AB 2561 Report

Sophia Gonzales, Human Resources Manager
March 25, 2026

Agenda



VACANCY OVERVIEW

- Review budgeted positions and vacancies for FY 25/26.
- Identify any obstacles in hiring.

RECRUITMENT & RETENTION EFFORTS OVERVIEW

- Review FY 25/26 recruitment and retention efforts.
- Highlight opportunities for improvement.

VACANCY OVERVIEW

Budgeted Positions

- For the FY 25/26 budget, 28 FTE positions were approved.
- This included the addition of one Administrative Technician.

Job Title/Classification	FTE
General Manager*	1
Administrative Technician	1
Utility Billing Representative	2
Senior Utility Billing Representative	2
Utility Billing Analyst	0
Accounting Analyst - Confidential	1
Finance & Accounting Manager (E)	1
Forward Planning Analyst	2
Senior Forward Planning Analyst	0
Forward Planning Manager (E)	1
Human Resources Analyst - Confidential	0
Human Resources Manager (E)	1
Strategic Initiatives Project Manager (E)	1
Water Efficiency Specialist	0
Senior Water Efficiency Specialist	0
Public Relations Specialist	1
Senior Public Relations Specialist	0
District & Community Relations Manager (E)	1
Water System Trainee	0
Water System Worker I	3
Water System Worker II	5
Maintenance & Construction Leadworker	1
Water Operations Leadworker	1
Maintenance & Construction Supervisor	1
Water Operations Supervisor	0
Maintenance & Construction Manager (E)	1
Water Operations Manager (E)	1
	Total: 28

Vacancies as of 03/01/2026

- Total Vacancies: 7

Reason for Vacancy	Total	Percentage of Vacancies	Status
Retirement	1	14.29%	Converted & Filled
Separation	1	14.29%	Unfilled
Internal Promotion	3	42.86%	Filled
Termination	0	0%	-
Other	2	28.58%	Filled

- Other refers to one position vacant at the start of the fiscal year and one newly created position.

Identified Obstacles

CHANGING NEEDS

- Amid shifts in the District's structure, the District managed a high volume of recruitments within a condensed timeframe to support internal transitions.

PROCESS IMPROVEMENTS

- The District assessed its recruitment processes to better support employee development through equitable lateral transfers and promotional opportunities, ensuring pathways for career growth.



RECRUITMENT & RETENTION EFFORTS OVERVIEW

Recruitment Strategies

- The District is committed to actively attracting top talent to ensure continued growth and excellence.
- Current recruitment strategies include:
 - Encourage current employees to refer qualified candidates and highlight opportunities for internal advancement.
 - Post to the District's website.
 - Post to industry specific websites (i.e., Government Jobs, AWWA, CSDA, Water District Jobs, etc.).
 - Post to general job boards (i.e., Jobs Available, National Diversity Network, African American Employee Network, etc.).
 - Promote positions on social media platforms.
 - Targeted outreach for hard to fill positions.



Retention Efforts

BENEFITS
Competitive Medical, Dental, Vision, Life, and Disability Insurance
Employee Assistance Program
9/80 Work Schedules
Tuition Reimbursement Program
Bilingual Pay, Longevity Pay, and other supplemental benefits
457 Retirement Plan Options

EMPLOYEE ENGAGEMENT
Culture Initiative
New Employee Onboarding
Leadership Academy
Training & Development
Employee Events
Years of Service Recognition

Opportunities for Growth

- Evaluate recruitment strategies to identify opportunities for improvement.
- Leveraging applicant tracking systems, AI screening tools, or social recruiting tools.
- Continuously review benefits to identify improvements that support attracting and retaining employees.





Questions?

Thank You

Sophia Gonzales, Human Resources Manager



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sgonzales@diablowater.gov



87 Carol Lane, PO Box 127, Oakley, CA 94561

DIABLO WATER DISTRICT
March 25, 2026 Board Meeting
Item Number 4

TO: Each Director
FROM: Dan Muelrath, General Manager
SUBJECT: Public Hearing – Statewide Community Infrastructure Program.

Since 2011, the District has allowed developers to participate in the Statewide Community Infrastructure Program (SCIP), which allows a developer or property owner to finance public agency improvements or impact fees. The proposed Amended and Restated Resolution authorizes owners of property within our service area to apply for tax-exempt financing of District related public capital improvements and development-related fees through SCIP. There is no impact on existing projects that have previously used SCIP financing for District related improvements.

Prior to consideration of approving the amended and restated resolution for participation in SCIP, the District must hold a public hearing. This hearing was noticed in the newspaper as legally required, and as of publishing this item, no comments have been received.

RECOMMENDATION:

Conduct Public Hearing.

Dan Muelrath

Dan Muelrath
General Manager

DIABLO WATER DISTRICT
March 25, 2026, Board Meeting
Item Number 5

TO: Each Director
FROM: Dan Muelrath, General Manager
SUBJECT: Statewide Community Infrastructure Program.

Historically, the District has allowed developers to participate in the Statewide Community Infrastructure Program (SCIP), which allows a developer or property owner to finance public agency improvements or impact fees. The proposed Amended and Restated Resolution authorizes owners of property within our service area to apply for tax-exempt financing of District-related public capital improvements and development-related fees through SCIP. There is no impact on existing projects that have previously used SCIP financing for District related improvements.

Benefits to the District of participating in SCIP include:

- If a developer uses SCIP to pay for Facility Reserve Charges, the District can request all connection fees at the beginning of the project.
- SCIP will directly pay the District for the fees.
- Administratively cleaner for tracking which lots in new subdivisions have and have not paid connection fees.
- Allows better projection of future connection fee cash flows.

The current project looking to use SCIP is Rosewood Estates, a 58-unit single-family subdivision. In order for this project to be able to participate in SCIP financing, the District needs to provide an approved resolution by the end of this month.

RECOMMENDATION:

Adopt Resolution No. 2026-03, authorizing Diablo Water District to continue participation in the Statewide Community Infrastructure Program through the Amended and Restated Resolution.

Dan Muelrath

Dan Muelrath
General Manager

Attachment: Resolution No. 2026-03



Resolution No. 2026 – 03

A RESOLUTION OF THE BOARD OF DIRECTORS OF DIABLO WATER DISTRICT AUTHORIZING DIABLO WATER DISTRICT TO JOIN THE STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT SPECIAL ASSESSMENT PROCEEDINGS AND LEVY ASSESSMENTS AND SPECIAL TAXES AND TO FORM ASSESSMENT DISTRICTS AND COMMUNITY FACILITIES DISTRICTS WITHIN THE TERRITORY OF DIABLO WATER DISTRICT; EMBODYING THE TERMS OF A JOINT COMMUNITY FACILITIES AGREEMENT SETTING FORTH THE PROVISIONS FOR COMMUNITY FACILITIES DISTRICT FINANCINGS; APPROVING FORM OF ACQUISITION AGREEMENT FOR USE WHEN APPLICABLE; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Statewide Communities Development Authority (the “Authority”) is a joint exercise of powers authority, lawfully formed and operating within the State pursuant to an agreement (the “Joint Powers Agreement”) entered into as of June 1, 1988, under the authority of Title 1, Division 7, Chapter 5 (commencing with Section 6500) of the California Government Code (the “JPA Law”), the members of which include numerous cities, counties and local agencies in the State of California, including Diablo Water District (“District”); and

WHEREAS, the Joint Powers Agreement authorizes the Authority to undertake financing programs under any applicable provisions of State law to promote economic development, the stimulation of economic activity, and the increase of the tax base within the jurisdictional boundaries of its members (such members, the “Program Participants”); and

WHEREAS, as one of the Programs under the Joint Powers Agreement, the Authority has established the Statewide Community Infrastructure Program (“SCIP”) to allow the financing of certain public capital improvements to be constructed by or on behalf of property owners for acquisition by the District or another public agency (the “Improvements”) and improvements eligible for funding from certain development impact fees, capacity fees and/or other development related charges (the “Fees”) levied in accordance with the Mitigation Fee Act (California Government Code Sections 66000 and following) and other authority providing for the levy of fees and charges on new development to pay for public capital improvements (collectively, the “Fee Act”) through the levy of special assessments pursuant to the Municipal Improvement Act of 1913 (Streets and Highways Code Sections 10000 and following) (the “1913 Act”) and the issuance of improvement bonds (the “Improvement Bonds”) under the Improvement Bond Act of 1915

(Streets and Highways Code Sections 8500 and following) (the “1915 Act”) upon the security of the unpaid special assessments; and

WHEREAS, the “Mello-Roos Community Facilities Act of 1982,” being Chapter 2.5, Part 1, Division 2, Title 5 (beginning with Section 53311) of the Government Code of the State (the “Mello-Roos Act”), is an applicable provision of State law available to, among other things, finance public improvements and public services (“Services”) necessary to meet increased demands placed upon local agencies as a result of development; and

WHEREAS, the Authority also uses SCIP to allow the financing of Fees and Improvements through the levy of special taxes and the issuance of special tax bonds (the “Special Tax Bonds” and, together with the Improvement Bonds, the “Local Obligations”) under the Mello-Roos Act upon the security of the special taxes and to allow the financing of Services through the levy of special taxes under the Mello-Roos Act; and

WHEREAS, the District desires to allow the owners of property being developed within its jurisdiction (“Participating Developers”) to participate in SCIP and to allow the Authority to conduct proceedings and to form community facilities districts (“CFDs”) and to issue Local Obligations under the Mello-Roos Act, as well as to conduct assessment proceedings to form assessment districts (“Assessment Districts”) under the 1913 Act and to issue Local Obligations under the 1915 Act, to finance Fees levied on such properties and Improvements, provided that such Participating Developers voluntarily agree to participate and consent to the levy of the assessments or special taxes, as applicable; and

WHEREAS, the District desires to allow the Participating Developers to participate in SCIP and to allow the Authority to conduct proceedings and to form CFDs to levy special taxes to finance Services, provided that such Participating Developers voluntarily agree to participate and consent to the levy of such special taxes; and

WHEREAS, from time to time when eligible property owners within the jurisdiction of the District elect to be Participating Developers, the Authority will conduct proceedings under the 1913 Act and the Mello-Roos Act and issue Local Obligations under the 1915 Act and the Mello-Roos Act to finance Fees and Improvements and, at the conclusion of such proceedings, will levy assessments or special taxes, as applicable, on such property within the territory of the District; and

WHEREAS, both the Authority and the District are “local agencies” under the Mello-Roos Act; and

WHEREAS, the Mello-Roos Act permits two or more local agencies to enter into a joint community facilities agreement to exercise any power authorized by the Mello-Roos Act; and

WHEREAS, the District desires to enter into such joint community facilities agreements with the Authority from time to time to authorize the Authority to form CFDs from time to time within the territorial limits of the District to finance Fees, Improvements and Services necessitated by new development; and

WHEREAS, the District has previously presented Resolution No. 2011-05 of the Board of Directors of Diablo Water District, authorizing the District to join the Statewide Community Infrastructure Program; authorizing the California Statewide Communities Development Authority to accept applications from property owners, conduct special assessment proceedings and levy assessments within the territory of Diablo Water District; approving form of acquisition agreement for use when applicable; and authorizing related actions (the “Original Resolution”), and such Original Resolution was adopted on April 27, 2011; and

WHEREAS, the District now wishes to amend and restate the Original Resolution; and

WHEREAS, there has been presented to this meeting a proposed form of Resolution of Intention to be adopted by the Authority in connection with assessment proceedings (the “ROI”), a copy of which is attached hereto as Exhibit A, and the territory within which assessments may be levied for SCIP (provided that each Participating Developer consents to such assessment) shall be coterminous with the District’s official boundaries of record at the time of adoption of such ROI, and reference is hereby made to such boundaries for the plat or map required to be included in this Amended and Restated Resolution pursuant to Section 10104 of the Streets and Highways Code; and

WHEREAS, there has also been presented to this meeting a proposed form of Acquisition Agreement (the “Acquisition Agreement”), a copy of which has been made available to the Board and is on file with the Secretary of the Board, to be approved as to form for use with respect to any Improvements to be constructed and installed by a Participating Developer and for which the Participating Developer requests acquisition financing as part of its SCIP application; and

WHEREAS, the District will not be responsible for the conduct of any proceedings; the levy or collection of assessments or special taxes or any required remedial action in the

case of delinquencies in such assessment or special tax payments; or the issuance, sale or administration of the Local Obligations or any other bonds issued in connection with SCIP; and

WHEREAS, the Authority periodically issues Local Obligations on behalf of the local agency participants in SCIP to provide financing for the Fees and Improvements; and

WHEREAS, where the Authority determines a project is eligible for a SCIP pooled issuance, the Authority issues revenue bonds pursuant to the Marks-Roos Local Bond Pooling Act of 1985, consisting of Article 4 (commencing with Section 6584) of Chapter 5, Division 7, Title 1 of the California Government Code (the “Marks-Roos Act”) concurrently with the issuance of Local Obligations, the proceeds of which are used to purchase the Local Obligations; and

WHEREAS, pursuant to Government Code Section 6586.5, notice was published at least five days prior to the adoption of this Amended and Restated Resolution at a public hearing, which was duly conducted by this Board concerning the significant public benefits of SCIP and the financing of the Improvements and the public capital improvements to be paid for with the proceeds of the Fees;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Diablo Water District as follows:

Section 1. This Amended and Restated Resolution shall constitute full “local approval,” under Section 9 of the Joint Powers Agreement, for the issuance of bonds by the Authority from time to time in accordance herewith and the issuance of any refunding bonds therefor.

Section 2. The District hereby consents to the conduct of special assessment proceedings by the Authority in connection with SCIP pursuant to the 1913 Act and the issuance of Local Obligations under the 1915 Act on any property within the Proposed Boundaries; provided that:

- (1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI; and
- (2) The Participating Developers, who shall be the legal owners of such property at the time of the formation of the Assessment District, execute a written consent to the levy of assessments in connection with SCIP by the Authority and execute an

assessment ballot in favor of such assessment in compliance with the requirements of Section 4 of Article XIID of the State Constitution.

Section 3. The District hereby consents to the conduct of proceedings by the Authority under the Mello-Roos Act to form CFDs with boundaries that shall be coterminous with the District's official boundaries of record at the time of such proceedings or any portion thereof (the "Proposed Boundaries"), and to authorize a special tax and to issue bonds with respect thereto; provided that the Participating Developers, who shall be the legal owners of such property at the time of formation of the CFD, execute a written consent to the levy of special tax in connection with SCIP by the Authority and execute a ballot in favor of the formation of such CFD and the Mello-Roos Act. The District approves the use of the local goals and policies adopted by the Authority under Section 53312.7 of the Mello-Roos Act in connection with the formation of CFDs.

Section 4. CFDs formed by the Authority may finance any or all of the facilities, fees and services authorized under the Mello-Roos Act. The appropriate officials and staff of the District are hereby authorized and directed to cooperate with the Authority and the Authority's special tax consultant and other consultants to determine facilities, fees and services to be financed within each CFD and to calculate the appropriate level of the special tax to fund the Services for each CFD in connection with initial formation and in connection with the annual levy. The facilities are referred to herein as the "Improvements," and the Improvements to be owned by the District are referred to as the "District Improvements." The Fees paid or to be paid to the District are referred to as the "District Fees". The Services funded are referred to as "Services", and Services to be provided by the District are referred to as the "District Services". Improvements, Fees or Services to be owned, used or provided by another local agency (a "Third Party Local Agency"), the Authority will separately identify them in its proceedings and will enter into a joint community facilities agreement with such Third Party Local Agency as required by the Mello-Roos Act. The District acknowledges that Improvements and Fees will be funded through a CFD only if they are necessary to meet increased demands placed upon the District as a result of development occurring or expected to occur within the proposed CFD and Services will be funded through a CFD only if they are in addition to those provided in the territory of the CFD before the CFD was created and will not supplant existing services. In connection with the formation of each CFD, as may be required by the Authority's procedures, the District shall certify that such requirements are satisfied in form and substance satisfactory to the Authority.

Section 5. This Amended and Restated Resolution sets the terms of a "joint community facilities agreement" (as defined in Section 53316.2 of the Mello-Roos Act) between the District and the Authority. Adoption of each Resolution of Intention to form a

CFD under the Mello-Roos Act to finance District Improvements, District Fees or District Services shall constitute acceptance of the terms hereof by the Authority with respect to such CFD. This Amended and Restated Resolution and the Authority's Resolution of Intention for the respective CFDs shall together embody a separate and independent joint community facilities agreement for each CFD formed by the Authority (the "Joint Agreement"). The Board hereby finds and determines that this resolution and each Joint Agreement are beneficial to the residents/customers of the District and are in the best interests of the residents of the District and of the future residents of the area within the proposed CFDs.

Section 6. Proceeds from the sale of Local Obligations and CFD special tax proceeds available to finance the Improvements shall be deposited in one or more special funds for each development project (the "Acquisition and Construction Fund"), which the Authority shall establish and maintain for so long as such proceeds remain. The Acquisition and Construction Fund will be available both for District Improvements and District Fees and for the Improvements and Fees pertaining to each Third-Party Local Agency. Subaccounts shall be created as necessary. The Authority shall promptly provide notice in writing (which may be delivered by electronic means) to the District as to the amount of Local Obligation proceeds or special taxes made available to finance Improvements and Fees. The Authority will remit any special tax revenues from any particular CFD remaining after the final retirement of all related Local Obligations to the District and to the other local agencies in the proportions specified in the Authority's proceedings. The District will apply any such special tax revenues it receives for authorized District Improvements, District Fees and/or District Services, as applicable, and its own administrative costs only as permitted by respective CFD proceedings and by the Mello-Roos Act.

Section 7. As respects the Authority and each Third Party Local Agency, the District agrees to fully administer, and to take full governmental responsibility for, the construction or acquisition of the District Improvements and for the administration and expenditure of the District Fees, as applicable, including but not limited to environmental review, approval of plans and specifications, bid requirements, performance and payment bond requirements, insurance requirements, contract and construction administration, staking, inspection, acquisition of necessary property interests in real or personal property, the holding back and administration of retention payments, punch list administration, and the Authority and each Third Party Local Agency shall have no responsibility in that regard. The District reserves the right, as respects each Participating Developer, to require the Participating Developer to contract with the District to assume any portion or all of this responsibility.

Section 8. The District agrees to indemnify and to hold the Authority, its other members, and its other members' officers, agents and employees, and each Third Party Local Agency and their officers, agents and employees (collectively, the "Indemnified Parties") harmless from any and all claims, suits and damages (including costs and reasonable attorneys' fees) arising out of the design, engineering, construction and installation of the District Improvements and the improvements to be financed or acquired with the District Fees. The District reserves the right, as respects each Participating Developer, to require the Participating Developer to assume by contract with the District any portion or all of this responsibility.

Section 9. As respects the Authority and each Third Party Local Agency, the District agrees – once the District Improvements are constructed according to the approved plans and specifications, and the District and the Participating Developer have put in place their agreed arrangements for the funding of maintenance of the District Improvements – to accept ownership of the District Improvements, to take maintenance responsibility for the District Improvements, and to indemnify and hold harmless the Indemnified Parties to the extent provided in the preceding paragraph from any and all claims, etc., arising out of the use and maintenance of the District Improvements. The District reserves the right, as respects the Participating Developer, to require the Participating Developer by contract with the District to assume any portion or all of this responsibility.

Section 10. The form of the Acquisition Agreement presented to the Board is hereby approved, and the Board President or Vice President or any such officer's designee (each, an "Authorized Signatory") are each individually authorized to execute, and the Board Secretary is authorized to attest, and deliver to the Participating Developer, the Acquisition Agreement on behalf of the District in substantially that form, with such changes as shall be approved by the Authorized Signatory after consultation with the District's legal counsel and the Authority's bond counsel, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 11. The terms of this Amended and Restated Resolution and each Joint Agreement embodied by this Amended and Restated Resolution may be amended by a writing duly authorized, executed and delivered by the District and the Authority, except that no amendment may be made after the issuance of the Local Obligations by the Authority that would be detrimental to the interests of the bondholders without complying with all of the bondholder consent provisions for the amendment of the bond resolutions, bond

indentures or like instruments governing the issuance, delivery and administration of all outstanding Local Obligations.

Section 12. Except to the extent of the indemnifications extended to each Third Party Local Agency in each Joint Agreement embodied by this Amended and Restated Resolution, and the District's agreement to take responsibility for and ownership of the District Improvements, no person or entity, including the Participating Developer, shall be deemed to be a third party beneficiary of this Amended and Restated Resolution, and nothing in this Amended and Restated Resolution (either express or implied) is intended to confer upon any person or entity other than the Authority and the District (and their respective successors and assigns) any rights, remedies, obligations or liabilities under or by reason of this Amended and Restated Resolution.

Section 13. The District hereby finds and declares that the issuance of revenue bonds by the Authority to purchase Local Obligations, and the issuance of bonds to refund such revenue bonds, in connection with SCIP will provide significant public benefits, including without limitation, savings in effective interest rate, bond preparation, bond underwriting and bond issuance costs, and the more efficient delivery of local agency services to residential and commercial development within the District.

Section 14. The Authority has prepared and will update from time to time the "SCIP Manual of Procedures" (the "Manual"), and the District will handle bond proceeds and special tax collections for properties participating in SCIP in accordance with the procedures set forth in the Manual.

Section 15. The appropriate officials and staff of the District are hereby authorized and directed to make SCIP applications available to all property owners who are subject to Fees for new development within the District and/or who are conditioned to install Improvements and/or whose plans for new development within the District necessitate new or increased levels of Services and to inform such owners of their option to participate in SCIP; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The District shall designate appropriate staff who shall be responsible for coordination with the Authority and shall provide the appropriate contact information to the Authority from time to time.

Section 16. The Authority will administer the Assessment Districts and CFDs, including employing and paying all consultants, annually levying the assessments and special tax and all aspects of paying and administering the Local Obligations, and complying

with all State and Federal requirements appertaining to the proceedings, including the requirements of the United States Internal Revenue Code. The District will cooperate fully with the Authority in respect of the requirements of the Internal Revenue Code and to the extent information is required of the District to enable the Authority to perform its disclosure and continuing disclosure obligations with respect to the Local Obligations and any revenue bonds, although the District will not participate in nor be considered to be a participant in the proceedings respecting the CFDs (other than as a party to each Joint Agreement) nor will the District be or be considered to be an issuer of the Local Obligations nor any revenue bonds. The appropriate officials and staff of the District are hereby authorized and directed to execute and deliver such certificates, requisitions, agreements and related documents, including but not limited to such documents as may be required by bond counsel in connection with the participation in SCIP of any districts, authorities or other third-party entities entitled to own Improvements and/or to levy and collect Fees on new development to pay for public capital improvements within the jurisdiction of the District, as are reasonably required by the Authority in accordance with the Manual to implement SCIP and to evidence compliance with the requirements of federal and state law in connection with the issuance by the Authority of the Local Obligations and any other bonds for SCIP. Further, all amendments, consents, approvals, notices, orders, requests and other actions permitted or required by this Amended and Restated Resolution, any Joint Agreement, or any document executed in connection with Local Obligations and revenue bonds issued by the Authority, which may be necessary or desirable in connection with the formation of any Assessment District or CFD, issuance of Local Obligations, or administration of proceeds of Local Obligations or special taxes may be given or taken by any Authorized Signatory or other appropriate official of the District without further authorization by this Board.

Section 17. This Amended and Restated Resolution shall take effect immediately upon its adoption. The Secretary of the Board of Directors of Diablo Water District is hereby authorized and directed to transmit a certified copy of this Amended and Restated Resolution to the Secretary of the Authority. This Amended and Restated Resolution shall remain in force with respect to any Assessment District and CFD formed until all Local Obligations have been retired and the authority to levy the special tax conferred by any CFD proceedings and to levy the assessment conferred by any assessment proceedings has ended or is otherwise terminated. The Original Resolution shall remain in force with respect to any SCIP application approved by the District and any Assessment District formed pursuant to its authority until all Local Obligations have been retired and the authority to levy the assessment conferred by any assessment proceedings carried out pursuant to the Original Resolution has ended or is otherwise terminated.

* * * * *

I certify that the foregoing is a true and complete copy of a resolution duly adopted by the Board of Directors of Diablo Water District at a regular meeting thereof, held on March 25, 2026, by the following vote:

AYES:

NOES:

ABSENT:

DATED: March 25, 2026

Kait Knight, Secretary

Exhibits are for demonstrative purposes only.

EXHIBIT A TO THE RESOLUTION

**FORM OF RESOLUTION OF INTENTION
TO BE ADOPTED BY CSCDA**

For Assessment Districts Only

RESOLUTION NO. __SCIP-

RESOLUTION OF INTENTION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO FINANCE CAPITAL IMPROVEMENTS AND/OR THE PAYMENT OF DEVELOPMENT RELATED FEES FOR PUBLIC CAPITAL IMPROVEMENTS IN THE PROPOSED STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM ASSESSMENT DISTRICT NO. __ (*NAME OF PROJECT*) [CITY OF _____], [COUNTY OF _____], APPROVING A PROPOSED BOUNDARY MAP, MAKING CERTAIN DECLARATIONS, FINDINGS AND DETERMINATIONS CONCERNING RELATED MATTERS, AND AUTHORIZING RELATED ACTIONS IN CONNECTION THEREWITH

WHEREAS, under the authority of the Municipal Improvement Act of 1913 (the “1913 Act”), being Division 12 (commencing with Sections 10000 and following) of the California Streets and Highways Code (the “Code”), the Commission (the “Commission”) of the California Statewide Communities Development Authority (the “Authority”) intends to finance, through its Statewide Community Infrastructure Program, the payment of certain development impact fees, capacity fees and/or other development related charges for public improvements (the “Improvement Fees”) and/or to finance certain public capital improvements to be constructed by or on behalf of the property owner(s) and to be acquired by the Diablo Water District or another local agency (the “Improvements”) as described in Exhibit A attached hereto and by this reference incorporated herein, all of which are of benefit to the property within the proposed Statewide Community Infrastructure Program Assessment District No. __ (*name of project*) [City of _____], [County of _____] (the “Assessment District”);

WHEREAS, the Commission finds that the land specially benefited by the Improvements and/or the Improvement Fees is shown within the boundaries of the map entitled “Proposed Boundaries of California Statewide Communities Development Authority Statewide Community Infrastructure Program Assessment District No. __ (*name of project*) [City of _____], [County of _____],” a copy of which map is on file with the Secretary and presented to this Commission meeting, and determines that the land within the exterior boundaries shown on the map shall be designated “Statewide Community Infrastructure Program Assessment District No. __ (*name of project*) [City of _____], [County of _____]”;

WHEREAS, the Diablo Water District is a member of the Authority and has approved the adoption on its behalf of this Resolution of Intention and has consented to the levy of the assessments in the Assessment District;

NOW, THEREFORE, BE IT RESOLVED that the Commission of the California Statewide Communities Development Authority hereby finds, determines and resolves as follows:

Section 1. The above recitals are true and correct.

Section 2. Pursuant to Section 2961 of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (the "1931 Act"), being Division 4 (commencing with Section 2800) of the Code, the Commission hereby declares its intent to comply with the requirements of the 1931 Act by complying with Part 7.5 thereof.

Section 3. The Commission has designated a registered, professional engineer as Engineer of Work for this project, and hereby directs said firm to prepare the report containing the matters required by Sections 2961(b) and 10204 of the Code, as supplemented by Section 4 of Article XIII D of the California Constitution.

Section 4. The proposed boundary map of the Assessment District is hereby approved and adopted. Pursuant to Section 3111 of the Code, the Secretary of the Authority is directed to file a copy of the map in the office of the County Recorder of the [County of _____] within fifteen (15) days of the adoption of this resolution.

Section 5. The Commission determines that the cost of financing the Improvements and/or the payment of the Improvement Fees shall be specially assessed against the lots, pieces or parcels of land within the Assessment District benefiting from the financing of the Improvements and/or the payment of the Improvement Fees. The Commission intends to levy a special assessment upon such lots, pieces or parcels in accordance with the special benefit to be received by each such lot, piece or parcel of land, respectively, from the financing of the Improvements and/or the payment of the Improvement Fees.

Section 6. The Commission intends, pursuant to subparagraph (f) of Section 10204 of the Code, to provide for an annual assessment upon each of the parcels of land in the proposed Assessment District to pay various costs and expenses incurred from time to time by the Authority and not otherwise reimbursed to the Authority which result from the administration and collection of assessment installments or from the administration or registration of the improvement bonds and the various funds and accounts pertaining thereto.

Section 7. Bonds representing unpaid assessments, and bearing interest at a rate not to exceed twelve percent (12%) per annum, will be issued in the manner provided by the Improvement Bond Act of 1915 (Division 10 of the Code), and the last installment of the bonds shall mature not to exceed twenty-nine (29) years from the second day of September next succeeding twelve (12) months from their date.

Section 8. The procedure for the collection of assessments and advance retirement of bonds under the Improvement Bond Act of 1915 shall be as provided in Part 11.1 thereof.

Section 9. Neither the Authority nor any member agency thereof will obligate itself to advance available funds from its or their own funds or otherwise to cure any deficiency which may occur in the bond redemption fund. A determination not to obligate itself shall not prevent the Authority or any such member agency from, in its sole discretion, so advancing funds.

Section 10. The amount of any surplus remaining in the improvement fund after acquisition of the Improvements and/or payment of Improvement Fees and all other claims shall be distributed in accordance with the provisions of Section 10427.1 of the Code.

Section 11. To the extent any Improvement Fees are paid to the Authority in cash with respect to property within the proposed Assessment District prior to the date of issuance of the bonds, the amounts so paid shall be reimbursed from the proceeds of the bonds to the property owner or developer that made the payment.

PASSED AND ADOPTED by the California Statewide Communities Development Authority
this ___ day of _____, 20__.

I, the undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on _____, 20__.

By _____

Authorized Signatory
California Statewide Communities
Development Authority

EXHIBIT A TO THE RESOLUTION OF INTENTION

DESCRIPTION OF WORK

The payment of development impact fees, capacity fees and/or other development related charges levied within the Assessment District and/or public capital improvements to be acquired and owned by the Diablo Water District or another local agency upon or for the benefit of parcels within the Assessment District, for the project known as [*Project Name*], which are authorized to be financed pursuant to the Municipal Improvement Act of 1913 and as to which the owners of the applicable parcels within the Assessment District have applied for participation in SCIP, as more particularly described below.

PAYMENT OF IMPACT FEES, CAPACITY FEES AND/OR OTHER DEVELOPMENT RELATED CHARGES

CAPITAL IMPROVEMENTS*

**Capital improvements includes funding for incidental costs associated with the capital improvements, including but not limited to, contingency, design, engineering, and construction management*

[End of Form of Resolution of Intention]

CERTIFICATION OF RESOLUTION

I, the undersigned, the duly appointed and qualified Secretary of the Board of Directors of the Diablo Water District, do hereby certify that the foregoing Resolution No. _____ was duly adopted at a regular meeting of the Board of the Diablo Water District duly and regularly held at the regular meeting place thereof on the _____ day of _____, 20__, of which meeting all of the members of said Board had due notice and at which a majority thereof were present.

An agenda of said meeting was posted at least 72 hours before said meeting at _____, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda.

Notice of public was published in [*name of newspaper*] at least 5 days prior to the hearing.

I have carefully compared the foregoing with the original minutes of said meeting on file and of record in my office, and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

Dated: _____, 20__



Secretary of the Board of Directors of the
Diablo Water District

By: _____

FORM OF ACQUISITION AGREEMENT

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM

ACQUISITION AGREEMENT

BY AND BETWEEN
DIABLO WATER DISTRICT
AND
[DEVELOPER]

Dated as of _____, 20__

ACQUISITION AGREEMENT

Recitals

A. The parties to this Acquisition Agreement (the “Agreement”) are the DIABLO WATER DISTRICT, (the District), and [DEVELOPER], a [*indicate type of legal entity*] (the “Developer”).

B. The effective date of this Agreement is _____, 20__.

C. The Developer has applied for the financing of, among other things, certain public capital improvements to be owned by the District (collectively, the “Acquisition Improvements”) through the California Statewide Communities Development Authority (the “Authority”) and its Statewide Community Infrastructure Program (“SCIP”). [*For CFDS:*][The Acquisition Improvements are to be owned and operated by the District, and the financing is to be accomplished through a community facilities district which will be administered by the Authority under and pursuant to the Mello-Roos Community Facilities Act of 1982 – California Government Code Sections 53311 and following (the “Act”). On [_____], 20[_], the District entered into a Joint Community Facilities Agreement authorizing the Authority to form a community facilities district (the “District”) within the territorial limits of the District to finance, among other things, the Acquisition Improvements. On [_____], 20[_], the Authority formed the District and, on the same date, a landowner election was conducted in which all of the votes were cast unanimously in favor of conferring the District authority on the Authority Commission.] [*For Assessment Districts:*][The Acquisition Improvements are to be owned and operated by the District, and the financing is to be accomplished through an assessment district (the “District”) which will be administered by the Authority under and pursuant to Municipal Improvement Act of 1913 (Streets and Highways Code Sections 10000 and following) (the “1913 Act”) and the issuance of improvement bonds (the “Local Obligations”) under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the “1915 Act” and, together with the “1913 Act” the “Act”).]

D. The administration, payment and reimbursement of the capital facilities fees is agreed to be governed by the provisions of the SCIP Manual of Procedures as it may be amended from time to time. The administration, payment and reimbursement of the Acquisition Improvements shall be as provided herein.

E. Under SCIP, the Authority intends to levy [assessments] [special taxes] and issue bonds, in one or more series, to fund, among other things, all or a portion of the costs of the Acquisition Improvements. The portion of the proceeds of the [special taxes and] bonds allocable to the cost of the Acquisition Improvements, together with interest earned thereon, is referred to herein as the “Available Amount”.

F. The Authority will provide financing for the acquisition by the District of the Acquisition Improvements and the payment of the Acquisition Price (as defined herein) of

the Acquisition Improvements from the Available Amount. Attached hereto as Exhibit A is a description of the Acquisition Improvements, which includes authorized discrete and usable portions, if any, of the public capital improvements, [pursuant to Section 53313.51 of the Act,] to be acquired from the Developer.

G. The parties anticipate that, upon completion of the Acquisition Improvements and subject to the terms and conditions of this Agreement, the District will acquire such completed Acquisition Improvements with the Available Amount.

H. Any and all monetary obligations of the District arising out of this Agreement are the special and limited obligations of the District payable only from the Available Amount, and no other funds whatsoever of the District shall be obligated therefor.

I. Attached to this Agreement are Exhibit A (*Acquisition Improvements and the Eligible Portions thereof*) and Exhibit B (*Form of Requisition*), which are incorporated into this Agreement for all purposes.

In consideration of Recitals A through I, inclusive, and the mutual covenants, undertakings and obligations set forth below, the District and the Developer agree as stated below.

Agreement

ARTICLE I

DEFINITIONS; DISTRICT FORMATION AND FINANCING PLAN

Section 1.01. Definitions. As used herein, the following capitalized terms shall have the meanings ascribed to them below:

“Acceptable Title” means free and clear of all monetary liens, encumbrances, assessments, whether any such item is recorded or unrecorded, and taxes, except those items which are reasonably determined by the District Engineer not to interfere with the intended use and therefore are not required to be cleared from the title.

“Acquisition and Construction Fund” means the “Diablo Water District Acquisition and Construction Fund” established by the Authority pursuant to Section 1.03 hereof for the purpose of paying the Acquisition Price of the Acquisition Improvements and which fund may be held as a subaccount within a fund established under the Authority Trust Agreement and may be commingled with acquisition and construction fund monies available for other public capital improvements.

“Acquisition Improvement” shall have the meaning assigned to such term in the recitals and are further described in Exhibit A.

“Acquisition Price” means the total amount eligible to be paid to the Developer upon acquisition of an Acquisition Improvement as provided in Section 2.03 not to exceed the Actual Cost of the Acquisition Improvement.

“Act” has the meaning ascribed thereto in Recital C.

“Actual Cost” means the total cost of an Acquisition Improvement, as documented by the Developer to the satisfaction of the District and as certified by the District Engineer in an Actual Cost Certificate including, without limitation, (a) the Developer’s cost of constructing such Acquisition Improvement including grading, labor, material and equipment costs, (b) the Developer’s cost of designing and engineering the Acquisition Improvement, preparing the plans and specifications and bid documents for such Acquisition Improvement, and the costs of inspection, materials testing and construction staking for such Acquisition Improvement, (c) the Developer’s cost of any performance, payment and maintenance bonds and insurance, including title insurance, required hereby for such Acquisition Improvement, (d) the Developer’s cost of any real property or interest therein that is either necessary for the construction of such Acquisition Improvement (e.g., temporary construction easements, haul roads, etc.), or is required to be conveyed with such Acquisition Improvement in order to convey Acceptable Title thereto to the District or its designee, (e) the Developer’s cost of environmental evaluation or mitigation required for such Acquisition Improvement, (f) the amount of any fees actually paid by the Developer to governmental agencies in order to obtain permits, licenses or other necessary governmental approvals and reviews for such Acquisition Improvement, (g) the Developer’s cost for construction and project management, administration and supervision services for such Acquisition Improvement, (h) the Developer’s cost for professional services related to such Acquisition Improvement, including engineering, accounting, legal, financial, appraisal and similar professional services, and (i) the costs of construction financing incurred by the Developer with respect to such Acquisition Improvement.

“Actual Cost Certificate” means a certificate prepared by the Developer detailing the Actual Cost of an Acquisition Improvement, or an Eligible Portion thereof, to be acquired hereunder, as may be revised by the District Engineer pursuant to Section 2.03.

“Agreement” means this Acquisition Agreement, dated as of [_____], 20[_].

“Authority” means the California Statewide Communities Development Authority.

“Authority Trust Agreement” means a Trust Agreement entered into by the Authority and an Authority Trustee in connection with the issuance of bonds.

“Authority Trustee” means the financial institution identified as trustee in an Authority Trust Agreement.

“Available Amount” shall have the meaning assigned to the term in Recital E.

“Bonds” means bonds or other indebtedness issued by the Authority as tax-exempt or taxable bonds or other indebtedness, in one or more series, that is to be repaid by the District.

“Code” means the Streets and Highways Code or the Government Code of the State of California, as applicable.

“Developer” means [*Developer*], its successors and assigns.

“Disbursement Request Form” means a requisition for payment of funds from the Acquisition and Construction Fund for an Acquisition Improvement, or an Eligible Portion thereof in substantially the form contained in Exhibit B hereto.

“District” shall have the meaning assigned to the term in Recital C.

“Eligible Portion” shall have the meaning ascribed to it in Section 2.03 below.

“Installment Payment” means an amount equal to ninety percent (90%) of the Actual Cost of an Eligible Portion.

District means the Diablo Water District.

“District Engineer” means the Engineer of the District or his/her designee who will be responsible for administering the acquisition of the Acquisition Improvements hereunder.

“Project” means the Developer’s development of the property in the District, including the design and construction of the Acquisition Improvements and the other public and private improvements to be constructed by the Developer within the District.

[“Special Taxes” means annual special taxes, and prepayments thereof, authorized by the District to be levied by the Commission of the Authority.]

“Title Documents” means, for each Acquisition Improvement acquired hereunder, a grant deed or similar instrument necessary to transfer title to any real property or interests therein (including easements), or an irrevocable offer of dedication of such real property with interests therein necessary to the operation, maintenance, rehabilitation and improvement by the District of the Acquisition Improvement (including, if necessary, easements for ingress and egress) and a bill of sale or similar instrument evidencing transfer of title to the Acquisition Improvement (other than said real property interests) to the District, where applicable.

Section 1.02. Participation in SCIP. The District has adopted a resolution authorizing the Authority to accept applications from time to time of developers within the District’s jurisdictional boundaries. Developer has applied for financing through SCIP of the Acquisition Improvements, and such application has been approved by the District. [*For CFDs:*][The terms of a joint community facilities agreement identifying the Acquisition

Improvements and the terms and conditions for the District were embodied within the District Resolution and were accepted by the Authority with respect to the District.] Developer and District agree that until and unless such financing is completed by the Authority and the Available Amount is deposited in the Acquisition and Construction Fund (as defined in Section 1.03 below), neither the Developer nor the District shall have any obligations under this Agreement. Developer agrees to cooperate with the District and the Authority in the completion of SCIP financing for the Acquisition Improvements.

Section 1.03. Deposit and Use of Available Amount.

(a) Upon completion of the SCIP financing, the Available Amount will be deposited by the Authority in the Acquisition and Construction Fund.

(b) The Authority will cause the Authority Trustee to establish and maintain an account (the “Acquisition and Construction Fund”) for the purpose of holding all funds for the Acquisition Improvements. All earnings on amounts in the Acquisition and Construction Fund shall remain in the Acquisition and Construction Fund for use as provided herein and pursuant to the Authority Trust Agreement. Money in the Acquisition and Construction Fund shall be available to respond to delivery of a Disbursement Request Form and to be paid to the Developer or its designee to pay the Acquisition Price of the Acquisition Improvements, as specified in Article II hereof. Upon completion of all of the Acquisition Improvements and the payment of all costs thereof, any remaining funds in the Acquisition and Construction Fund (less any amount determined by the District as necessary to reserve for claims against the account) (i) shall be applied to pay the costs of any additional Acquisition Improvements eligible for acquisition with respect to the Project as approved by the Authority and, to the extent not so used, (ii) shall be applied by the Authority [to call Bonds or to reduce Special Taxes as the Authority shall determine][as provided in Section 10427.1 of the Code to pay a portion of the assessments levied on the Project property in the District].

Section 1.04. No District Liability; District Discretion; No Effect on Other Agreements. In no event shall any actual or alleged act by the District or any actual or alleged omission or failure to act by the District with respect to SCIP subject the District to monetary liability therefor. Further, nothing in this Agreement shall be construed as affecting the Developer’s or the District’s duty to perform their respective obligations under any other agreements, public improvement standards, land use regulations or subdivision requirements related to the Project, which obligations are and shall remain independent of the Developer’s and the District’s rights and obligations under this Agreement.

ARTICLE II

DESIGN, CONSTRUCTION AND ACQUISITION OF ACQUISITION IMPROVEMENTS

Section 2.01. Letting and Administering Design Contracts. The parties presently anticipate that the Developer has awarded and administered or will award and

administer engineering design contracts for the Acquisition Improvements to be acquired from Developer. All eligible expenditures of the Developer for design engineering and related costs in connection with the Acquisition Improvements (whether as an advance to the District or directly to the design consultant) shall be reimbursed at the time of acquisition of such Acquisition Improvements. The Developer shall be entitled to reimbursement for any design costs of the Acquisition Improvements only out of the Acquisition Price as provided in Section 2.03 and shall not be entitled to any payment for design costs independent of or prior to the acquisition of Acquisition Improvements.

Section 2.02. Letting and Administration of Construction Contracts; Indemnification. State law requires that all Acquisition Improvements not completed prior to the formation of the District shall be constructed as if they were constructed under the direction and supervision, or under the authority, of the District. In order to assure compliance with those provisions, except for any contracts entered into prior to the date hereof, Developer agrees to comply with any applicable requirements of the District with respect to the bidding and contracting for the construction of the Acquisition Improvements. The Developer agrees that all the contracts shall call for payment of prevailing wages as required by the Labor Code of the State of California. The Developer's indemnification obligation set forth in Section 3.01 of this Agreement shall also apply to any alleged failure to comply with the requirements of this Section, and/or applicable State laws regarding public contracting and prevailing wages.

Section 2.03. Sale of Acquisition Improvements. The Developer agrees to sell to the District each Acquisition Improvement to be constructed by Developer (including any rights-of-way or other easements necessary for the Acquisition Improvements, to the extent not already publicly owned), when the Acquisition Improvement has been constructed and is complete to the satisfaction of the District for an amount not to exceed the lesser of (i) the Available Amount or (ii) the Actual Cost of the Acquisition Improvement. Exhibit A, attached hereto and incorporated herein, contains a list of the Acquisition Improvements. Portions of an Acquisition Improvement eligible for Installment Payments prior to completion of the entire Acquisition Improvement are described as eligible, discrete and usable portions in Exhibit A (each, an "Eligible Portion"). At the time of completion of each Acquisition Improvement, or Eligible Portion thereof, the Developer shall deliver to the District Engineer a written request for acquisition, accompanied by an Actual Cost Certificate, and by executed Title Documents for the transfer of the Acquisition Improvement where necessary. In the event that the District Engineer finds that the supporting paperwork submitted by the Developer fails to demonstrate the required relationship between the subject Actual Cost and eligible work, the District Engineer shall advise the Developer that the determination of the Actual Cost (or the ineligible portion thereof) has been disallowed and shall request further documentation from the Developer. If the further documentation is still not adequate, the District Engineer may revise the Actual Cost Certificate to delete any disallowed items and the determination shall be final and conclusive.

Certain soft costs for the Acquisition Improvements, such as civil engineering, may

have been incurred pursuant to single contracts that include work relating also to the private portions of the Project. In those instances, the total costs under such contracts will be allocated to each Acquisition Improvement as approved by the District Engineer. Where a specific contract has been awarded for design or engineering work relating solely to an Acquisition Improvement, one hundred percent (100%) of the costs under the contract will be allocated to that Acquisition Improvement. Amounts allocated to an Acquisition Improvement will be further allocated among the Eligible Portions of that Acquisition Improvement, if any, in the same proportion as the amount to be reimbursed for hard costs for each Eligible Portion bears to the amount to be reimbursed for hard costs for the entire Acquisition Improvement. Costs will be allocated to each Acquisition Improvement as approved by the District Engineer. The costs of certain environmental mitigation required to mitigate impacts of the public and private portions of the Project will be allocated to each Acquisition Improvement as approved by the District Engineer.

In the event that the Actual Cost is in excess of the Available Amount, the District shall withdraw the Available Amount from the Acquisition and Construction Fund and transfer said amount to the Developer. In the event that the Actual Cost is less than the Available Amount, the District shall withdraw an amount from the Acquisition and Construction Fund equal to the Actual Cost, and shall transfer said amount to the Developer. Any amounts then remaining in the Acquisition and Construction Fund shall be applied as provided in Section 1.03.

In no event shall the District be required to pay the Developer more than the amount on deposit in the Acquisition and Construction Fund at the time such payment is requested.

Section 2.04. Conditions Precedent to Payment of Acquisition Price. Payment to the Developer or its designee of the Acquisition Price for an Acquisition Improvement from the Acquisition and Construction Fund shall in every case be conditioned first upon the determination of the District Engineer, pursuant to Section 2.03, that the Acquisition Improvement satisfies all District regulations and ordinances and is otherwise complete and ready for acceptance by the District, and shall be further conditioned upon satisfaction of the following additional conditions precedent:

(a) The Developer shall have provided the District with lien releases or other similar documentation satisfactory to the District Engineer as evidence that none of the property (including any rights-of-way or other easements necessary for the operation and maintenance of the Acquisition Improvement, to the extent not already publicly owned) comprising the Acquisition Improvement, and the property which is subject to the [assessments/Special Taxes] of the District, is not subject to any prospective mechanics lien claim respecting the Acquisition Improvements.

(b) All due and payable property taxes, and installments of [assessments/Special Taxes] shall be current on property owned by the Developer or under option to the Developer that is subject to the lien of the District.

(c) The Developer shall certify that it is not in default with respect to any loan secured by any interest in the Project.

(d) The Developer shall have provided the District with Title Documents needed to provide the District with title to the site, right-of-way, or easement upon which the subject Acquisition Improvements are situated. All such Title Documents shall be in a form acceptable to the District (or applicable governmental agency) and shall convey Acceptable Title. The Developer shall provide a policy of title insurance as of the date of transfer in a form acceptable to the District Engineer insuring the District as to the interests acquired in connection with the acquisition of any interest for which such a policy of title insurance is not required by another agreement between the District and the Developer. Each title insurance policy required hereunder shall be in the amount equal to or greater than the Acquisition Price.

Section 2.05. SCIP Requisition. Upon a determination by the District Engineer to pay the Acquisition Price of the Acquisition Improvements pursuant to Section 2.04, the District Engineer shall cause a SCIP Requisition to be submitted to the Program Administrator. The Program Administrator will review the SCIP Requisition and forward it with instructions to the Authority Trustee and the Authority Trustee shall make payment directly to the Developer of such amount pursuant to the Authority Trust Agreement. The District and the Developer acknowledge and agree that the Authority Trustee shall make payment strictly in accordance with the SCIP Requisition and shall not be required to determine whether or not the Acquisition Improvements have been completed or what the Actual Costs may be with respect to such Acquisition Improvements. The Authority Trustee shall be entitled to rely on the SCIP Requisition on its face without any further duty of investigation.

ARTICLE III

MISCELLANEOUS

Section 3.01. Indemnification and Hold Harmless. The Developer hereby assumes the defense of, and indemnifies and saves harmless the District, the Authority, and each of its respective officers, directors, employees and agents, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from or alleged to have resulted from the acts or omissions of the Developer or its agents and employees in the performance of this Agreement, or arising out of any contract for the design, engineering and construction of the Acquisition Improvements or arising out of any alleged misstatements of fact or alleged omission of a material fact made by the Developer, its officers, directors, employees or agents to the Authority's underwriter, financial advisor, appraiser, district engineer or bond counsel or regarding the Developer, its proposed developments, its property ownership and its contractual arrangements contained in the official statement relating to the SCIP financing (provided that the Developer shall have been furnished a copy of such official

statement and shall not have objected thereto); and provided, further, that nothing in this Section 3.01 shall limit in any manner the District's rights against any of the Developer's architects, engineers, contractors or other consultants. Except as set forth in this Section 3.01, no provision of this Agreement shall in any way limit the extent of the responsibility of the Developer for payment of damages resulting from the operations of the Developer, its agents and employees. Nothing in this Section 3.01 shall be understood or construed to mean that the Developer agrees to indemnify the District, the Authority or any of its respective officers, directors, employees or agents, for any negligent or wrongful acts or omissions to act of the District, Authority, its officers, employees, agents or any consultants or contractors.

Section 3.02. Audit. The District shall have the right, during normal business hours and upon the giving of ten days' written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer (for which the Developer seeks reimbursement) in constructing the Acquisition Improvements.

Section 3.03. Cooperation. The District and the Developer agree to cooperate with respect to the completion of the SCIP financing for the Acquisition Improvements. The District and the Developer agree to meet in good faith to resolve any differences on future matters which are not specifically covered by this Agreement.

Section 3.04. General Standard of Reasonableness. Any provision of this Agreement which requires the consent, approval or acceptance of either party hereto or any of their respective employees, officers or agents shall be deemed to require that such consent, approval or acceptance not be unreasonably withheld or delayed, unless such provision expressly incorporates a different standard. The foregoing provision shall not apply to provisions in the Agreement which provide for decisions to be in the sole discretion of the party making the decision.

Section 3.05. Third Party Beneficiaries. The Authority and its officers, employees, agents or any consultants or contractors are expressly deemed third party beneficiaries of this Agreement with respect to the provisions of Section 3.01. It is expressly agreed that, except for the Authority with respect to the provisions of Section 3.01, there are no third party beneficiaries of this Agreement, including without limitation any owners of bonds, any of the District's or the Developer's contractors for the Acquisition Improvements and any of the District's, the Authority's or the Developer's agents and employees.

Section 3.06. Conflict with Other Agreements. Nothing contained herein shall be construed as releasing the Developer or the District from any condition of development or requirement imposed by any other agreement between the District and the Developer, and, in the event of a conflicting provision, such other agreement shall prevail unless such conflicting provision is specifically waived or modified in writing by the District and the Developer.

Section 3.07. Notices. All invoices for payment, reports, other communication and notices relating to this Agreement shall be delivered (via mail or electronic mail) to:

If to the District:

Diablo Water District
[Address to come]
[Email to come]

If to the Developer:

[Developer]
[Address to come]
[Email to come]

Either party may change its address by giving notice in writing to the other party.

Section 3.08. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 3.09. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

Section 3.10. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement.

Section 3.11. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Section 3.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 3.13. Successors and Assigns. This Agreement is binding upon the heirs, assigns and successors-in-interest of the parties hereto. The Developer may not assign its rights or obligations hereunder, except to successors-in-interest to the property within the District, without the prior written consent of the District.

Section 3.14. Remedies in General. It is acknowledged by the parties that the District would not have entered into this Agreement if it were to be liable in damages under or with respect to this Agreement or the application thereof, other than for the payment to

the Developer of any (i) moneys owing to the Developer hereunder, or (ii) moneys paid by the Developer pursuant to the provisions hereof which are misappropriated or improperly obtained, withheld or applied by the District.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that the District shall not be liable in damages to the Developer, or to any assignee or transferee of the Developer other than for the payments to the Developer specified in the preceding paragraph. Subject to the foregoing, the Developer covenants not to sue for or claim any damages for any alleged breach of, or dispute which arises out of, this Agreement.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

DIABLO WATER DISTRICT

By: _____
Authorized Signatory

[DEVELOPER],
a [here indicate type of legal entity]

By: _____
Signature

Print Name

Exhibit A to the Acquisition Agreement

ACQUISITION IMPROVEMENTS AND THE ELIGIBLE PORTIONS THEREOF

[To be completed based on Final Engineer's Report/developer's budget and cash flows]

Funding includes amounts for incidental costs associated with the capital improvements, including, but not limited to, contingency, design, engineering, and construction management.

ACQUISITION IMPROVEMENTS	TOTAL AMOUNT*
[].....	\$[]
[].....	\$[]

* Estimated. Acquisition Price will be determined based on Actual Cost as further described in this Acquisition Agreement.

Exhibit B to the Acquisition Agreement

FORM OF REQUISITION

To: BLX Group LLC
SCIP Program Administrator
355 South Grand Avenue, Suite 2700
Los Angeles, California 90071
Attention: Vo Nguyen
Fax: 213-612-2499

Re: Statewide Community Infrastructure Program

The undersigned, a duly authorized representative of the DIABLO WATER DISTRICT hereby requests a withdrawal from the [DEVELOPER] ACQUISITION AND CONSTRUCTION FUND, as follows:

Request Date: [Insert Date of Request]

Name of Developer: [Developer]

Withdrawal Amount: [Insert Acquisition Price]

Acquisition Improvements: [Insert Description of Acquisition Improvement(s) from Ex. A]

Payment Instructions: [Insert Wire Instructions or Payment Address for Developer]

The undersigned hereby certifies as follows:

1. The Withdrawal is being made in accordance with a permitted use of such monies pursuant to the Acquisition Agreement, and the Withdrawal is not being made for the purpose of reinvestment.
2. None of the items for which payment is requested have been reimbursed previously from other sources of funds.
3. If the Withdrawal Amount is greater than the funds held in the Acquisition and Construction Fund, the SCIP Program Administrator is authorized to amend the amount requested to be equal to the amount of such funds.

DIABLO WATER DISTRICT

By: _____

Title: _____

DIABLO WATER DISTRICT
March 25, 2026 Board Meeting
Item Number 6



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

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

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

A. Minutes of the Regular Meeting of February 25, 2026.

Staff Recommendation: Approve.

B. Adopt Resolution No. 2026-04, Amending Regulation 1 to Incorporate Board-Approved Nonprofit Assistance Program.

Staff Recommendation: Adopt.

RECOMMENDATION:

Approve.

Dan Muelrath

Dan Muelrath
General Manager





Public service is at the heart of everything we do.

Board Of Directors:

Paul Seger – *President*

Joe Kovalick – *Vice President*

Marilyn M. Tiernan | Jason Shaw | Conan Moats

General Manager: Dan Muelrath

General Counsel: Wes Miliband

Board Secretary: Kait Knight

MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS OF
DIABLO WATER DISTRICT
HELD ON FEBRUARY 25, 2026

The Regular Meeting of the Board of Directors of Diablo Water District was held on February 25, 2026, at 6:30 pm at the District’s Corporation Yard, 3990 Main Street, Oakley, California, as noticed in the posted agenda.

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

The Regular Meeting of the Board of Directors of Diablo Water District (District) was called to order by President Seger at 6:30 p.m. on February 25, 2026.

Directors Present: Seger, Kovalick, Tiernan, Shaw

Staff Present: Dan Muelrath, Kait Knight, Jennifer McCoy, Sophia Gonzales

General Counsel: Wes Miliband (Miliband Water Law)

Others Present: Diego Verduzco (Ironhouse Sanitary District), Jennifer Jobe (ACWA JPIA) Bill Brick (CDM Smith), Additional District Staff, Members of the General Public

2. Public Input.

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

None.

Presentation

3. ACWA JPIA Overview Presentation.

Staff Recommendation: Receive and discuss.

The Board received a presentation from Jennifer Jobe, ACWA JPIA.

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 January 28, 2026.

Staff Recommendation: Approve.

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

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

5. Financial Reports.

Staff Recommendation: Approve warrant register 2026-1, ACH and wire transactions for January 2026, and the monthly financial report for December 2025.

It was moved by Vice President Kovalick, seconded by Director Shaw, and approved by the following vote to approve warrant register 2026-1, ACH and wire transactions for January 2026, and the monthly financial report for December 2025.

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

6. Generator Design Services Contract.

Staff Recommendation: Authorize the General Manager to execute an agreement with Frisch Engineering Services Inc. for the generator and wiring design services related to the pump station and new corporation yard for an amount not to exceed \$65,275, plus a 10% contingency.

It was moved by Director Tiernan, seconded by Vice President Kovalick, and approved by the following vote to authorize the General Manager to execute an agreement with Frisch Engineering Services Inc. for the generator and wiring design services related to the pump station and new corporation yard for an amount not to exceed \$65,275, plus a 10% contingency.

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

7. District Regulation 125 Records Management Program Update.

Staff Recommendation: Adopt Resolution No. 2026-01 amending and updating District Regulation 125.

It was moved by Vice President Kovalick, seconded by Director Shaw, and approved by the following vote to adopt Resolution No. 2026-01 amending and updating District Regulation 125.

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

8. District Regulation 107 Purchasing Update.

Staff Recommendation: Adopt Resolution No. 2026-02 amending and combining District Regulations 107 and 118.

It was moved by Vice President Kovalick, seconded by Director Shaw, and approved by the following vote to adopt Resolution No. 2026-02 amending and combining District Regulations 107 and 118 to include language requiring that the Board be notified of developer-funded purchases exceeding \$125,000.

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

Discussion Items

9. Credit Card Processing and Insite Tyler Transaction Fees.

Staff will bring additional information back to the Board at a future meeting.

10. Fiscal Year 26/27 Budget Workshop.

The Board discussed the FY 26/27 Budget.

11. General Manager's Report.

- Water Supply Charts
- Water-Efficiency Regulation Update
- Statewide Community Infrastructure Program (SCIP) Overview

General Manager Muelrath reported on current water supply conditions, provided an update on the District's water-efficiency regulation, and discussed potential SCIP funding, which will be brought forward for Board consideration at the March meeting.

12. District Engineer's Report.

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

13. District Counsel's Report.

- SB 707 Brown Act Update

General Counsel Miliband reported out on SB 707 and the status of the Delta Conveyance Project.

14. Directors' Reports.

- Representative verbal reports.
- Other items as needed.

Compensated Director Reports:

- Director Tiernan – City of Oakley (2/10/2026)
- President Seger – Ironhouse Sanitary District (2/3/2026, 2/17/2026); Jersey Island Ad Hoc (2/4/2026, 2/23/2026); Sacramento Lobbying Day (2/10/2026 – 4+ hours)
- Vice President Kovalick – Jersey Island Ad Hoc (2/5/2026); Sacramento Lobbying Day (2/10/2026 – 4+ hours)

Additionally, President Seger met with General Manager Muelrath and District staff regarding SGMA. He also attended a tour of the Antioch Desalination Plant.

15. Future Agenda Items.

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

General Manager Muelrath advised that CDM Smith would present an update on the Urban Water Management Plan at the March board meeting.

16. Next Meetings of the Board of Directors.

- March 25, 2026 Regular Meeting – 6:30 pm
- April 22, 2026 Regular Meeting – 6:30 pm
- May 27, 2026 Regular Meeting – 6:30 pm

Closed Session Items

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

Property Description: Jersey Island located in Contra Costa County

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

Under Negotiation: Terms and Price

**Closed Session - Conference with Legal Counsel – Existing Litigation
(Government Code sec. 54956.9)**

Name of Case: In re Aqueous Film-Forming Foams Product Liability Litigation, MDL No. 2:18-mn-02873 relating to City of Camden, et al., v. E.I. DuPont de Nemours and Company, et al.,

No. 2:23-cv-03230-RMG (United States District Court, District of South Carolina, Charleston Division) for litigation involving PFAS

Nothing to report.

18. Adjournment.

President Seger adjourned the meeting at 10:40 pm.

DIABLO WATER DISTRICT

REGULATION NO. 1

RATES AND CHARGES FOR WATER SERVICE

Section 1A. Monthly Service Charge

A monthly service charge shall be paid for each connection to the District's domestic water service system, as follows:

Size of Meter	Service Charge
5/8" x 3/4"	\$24.31
1" w/ fire sprinkler*	\$24.31
1"	\$60.76
1 1/2"	\$121.52
2"	\$194.43
3"	\$425.32
4"	\$729.11
6"	\$1,640.49
8"	\$3,402.50
10"	\$5,103.74
12"	\$6,440.43

- * The monthly service charge for a one (1) inch meter for residential services which is made necessary for the installation of a fire sprinkler system shall be the same as the charge for a five-eighth (5/8) inch meter for one- and two-family residential systems, for either new construction or retrofit.

Section 1B.

A monthly service charge shall be charged to customers of the Knightsen Water System, formerly customers of the County of Contra Costa, hereinafter to be known as “M-25”, as follows:

Size of Meter	Service Charge
5/8”	\$104.53
1” w/ fire sprinkler*	\$104.53
1”	\$146.34
1 ½”	\$188.16
2”	\$303.14
3”	\$1,149.85

- * The monthly service charge for a one (1) inch meter for residential services which is made necessary for the installation of a fire sprinkler system shall be the same as the charge for a five-eighth (5/8) inch meter for one- and two-family residential systems, for either new construction or retrofit.

Said customers shall also be subject to Sections 3, 4, 5, and 6 of Regulation No. 1.

Section 1C.

An annual service charge of \$508.00 shall be charged to all customers of service area M-27 to be billed and collected through the real property tax statements of each property.

Section 1D.

A monthly service charge shall be paid for each connection to the District’s well water system for irrigation and lake fill within Subdivision 7562 (M-24) as follows:

Size of Meter	Service Charge
5/8 x 3/4"	\$5.41
1"	\$13.51
1 1/2"	\$27.00
2"	\$43.19
3"	\$80.99
4"	\$134.98
6"	\$269.94
8"	\$431.90
10"	\$620.87
12"	\$1,160.74
14"	\$1,727.61
16"	\$2,472.64

Section 2. Water Usage Rates

A water usage rate shall be paid for all water delivered by the District as follows:

- a. For all uses of water except as specified in (b) and (c) see rate code classes (customer type) listed below:

Residential	
Tier 1: 0-6 hcf	\$4.37
Tier 2: 7-14 hcf	\$6.04
Tier 3: 15-22 hcf	\$8.32

Tier 4: > 22 hcf	\$9.91
Multi-Family*	
All Usage	\$4.39
Non-Residential	
Tier 1: 0-34 hcf	\$4.35
Tier 2: > 34 hcf	\$8.00
Irrigation	
Tier 1: 0-113 hcf	\$7.78
Tier 2: > 113 hcf	\$11.91
Construction/Hydrant	
Tier 1: 0-115 hcf	\$7.78
Tier 2: > 115 hcf	\$11.91

* Multi-Family only applies to a water service connection that has three or more separate living units on the property.

b. For well water used within the boundaries of Subdivision 7562 (M-24), Contra Costa County, for irrigation and lake fill: \$1.54 per hundred cubic feet.

c. For well water used within the boundaries of M-25 and M-27 for construction: \$0.84 per hundred cubic feet.

Section 3. Miscellaneous Charges

a. Late Charges

Payment for water service is due upon receipt. If a bill is not paid by the first day of the second month after the bill date, the bill is considered delinquent therefore, 7% of the amount of the

bill shall be added to the bill; and the same percentage shall be added on the same day of each month thereafter that the bill remains unpaid.

b. Trip Charges

Thirty-five dollars (\$35) shall be added to the bill each time an employee of the District calls at the location of the service or the customer's address for the purpose of giving notice of the District's intent to disconnect the service for non-payment of charges, or to disconnect or reconnect the service. During normal working hours, if a field employee makes a trip to the customer's address to turn off or turn on the service for the customer to perform emergency repairs more than one (1) turn-off and one (1) turn-on service trip over the course of seven (7) consecutive days, \$35 will be charged and added to the bill for each additional trip.

Emergency repairs after hours shall be at no cost to the customer up to one (1) turn-off and one (1) turn-on trip over the course of seven (7) consecutive days. Additional trips will be subject to a callout charge of \$300 per trip. If an after-hours trip requires an additional visit within the same (2) two-hour time window, only one trip charge shall be billed to the customer's account.

Section 4. Charge for Insufficient Funds

If any attempted payment tendered to the District for water service is not honored by the bank or credit card company, a charge of \$30 shall be added to the customer's account.

Section 5. Charge for Connection or Disconnection of Service

New water service will be connected or disconnected at the request of a customer during regular business hours, provided the request is received during regular business hours and subject to the provisions of Section 3 (b) hereof. If a customer requests a new connection or disconnection of

water service be made after regular business hours, the District will do so for a charge of \$300. At the time application is made to the District for new water service, a \$30 application fee shall be charged to the customer on the customer's first bill.

Section 6. Security Deposits

- a. At the time application is made to the District for water service by a property owner, a \$100 security deposit shall be charged to the customer on the customer's first bill for water service. At the time application is made to the District for water service by a tenant, a \$200 security deposit will be split in half, \$100 due at the time the application is submitted and the other \$100 shall be charged to the customer on the customer's first bill for water service.
- b. At the time application is made to the District for water service by someone who is not the property owner or tenant of the service location or had previously left the District with monies owed to the District, a security deposit shall be paid by either cashier's check, money order, cash or credit card before the water service is turned on.
- c. The District may apply the security deposit to any account owing by the depositor to the District that is delinquent for more than 30 days. The customer's account shall be charged the amount required to replenish the security deposit to two times the customer's average monthly water bill, but not less than \$100 for property owners and \$200 for tenants.
- d. If during any consecutive twelve months more than one notice of disconnection has been delivered by the District to a customer, the customer's credit shall be deemed to be unsatisfactory and the District may charge the customer's account for a security deposit, or an increase in an existing security deposit, equal to \$100 for property owners and \$200 for tenants, or two times the customer's monthly bill for water service, whichever is greater.
- e. A property owner's credit shall be deemed to be satisfactory if during any 12 consecutive

months not more than one notice of delinquency in payment of an amount due the District has been delivered by the District to the property owner. 13 months after a service is connected, the District shall review the property owner's service account for the previous 12 months and if during said period not more than one such notice has been delivered to the property owner, the property owner's security deposit(s) shall be credited to their account. 13 months after each of said notices is delivered to the property owner, the District shall review the property owner's service account for the previous 12 months and if during said period not more than one such notice has been delivered to the property owner, the property owner's security deposit(s) shall be credited to their account.

- f. Upon termination of service and full payment of all accounts owed by the customer to the District, any balance of the security deposit shall be refunded to the customer.
- g. If a customer moves from one location to another in the District no new or additional security deposit shall be required for service at the new location. Any security deposit with the District for the original location shall be transferred to the new location.
- h. No interest shall accrue or be paid on any security deposit.

Section 7. Adjustment of Charge Due to Leak

- a. The billing of a customer's charge for excessive water delivered caused by a leak or mechanical malfunction will be subject to review and approval, adjusted as set forth herein provided that each of the following conditions are met:
 - that the customer's meter has been and is operating accurately;
 - that there is no evidence that the excessive water delivery was caused by an intentional or negligent act of the customer;
 - that upon becoming aware of the excessive water delivery the customer promptly takes

reasonable action to discover the cause and to correct it;

- that the leak is proved to be fixed and the water usage is within range of customers' seasonal use;
- that the customer notifies the District of the excessive charge by submitting a leak adjustment request via the website or in writing and
- prior to issuing the adjustment, the customer must sign up for leak alerts via the online customer portal.

b. A customer shall have up to four months from when a leak occurred to submit a leak adjustment request to the District. The request must include the following information:

- what happened to cause the excess water usage;
- what dates the excess water usage occurred; and
- what the customer did to correct the leak, including providing supporting documentation that a leak existed with copies of receipts (parts purchased, vendor hired or with pictures if fixed by the customer).

c. If the District determines that the quantity of water delivered to a customer exceeds the customer's normal use of water, the monthly water bill by which the customer first became aware of the excessive usage shall be reduced by one half the difference between said bill and the customer's bill from the same month of the previous year. If the customer does not have a usage history from the previous year, then the amount of excessive use shall be determined by the District by using the billing periods that are available, or any other means considered to be applicable by the General Manager or their designee. An adjustment shall be credited to the customer's account.

d. All leak adjustments are not to exceed \$500 per adjustment. Adjustments exceeding \$500 must be approved by the Finance & Accounting Manager. Any adjustment in excess of

\$1,000 will require the General Manager's approval.

- e. To be eligible for any future leak adjustments on the account, the customer must remain signed up for leak alerts.
- f. Adjustments cannot be requested more than once in a 24-month period.
- g. If the leak continues beyond three billing periods, the customer will not be eligible for an adjustment due to negligence of getting the leak corrected in a timely manner.

Section 8. ~~Income-Based~~ Discount on Monthly Service Charges

a. The District shall provide assistance to eligible customers through the discount programs described in this section, subject to applicable program requirements. Funding is limited, and applications will be accepted on a first-come, first-served basis.

a.b. ~~Income-Based Discount on~~ Monthly Service Charge:

- a. The Monthly Service Charge for residential water service shall be discounted by either 25% or 50%, subject to the conditions set forth herein. The residential water service must be for a single-family dwelling unit occupied by the customer and must be furnished through a water meter no larger than one inch.
- b. To be eligible for a service charge discount, the water account holder registered with the District must meet the income guidelines below:
 - 100% of Federal Poverty Level (FPL) Income Limits - 25% per month discount on service charge
 - 200% of 100% Federal Poverty Level (FPL) Income Limits - 50% per month discount on service charge.
- c. Participation eligibility will be determined by evidence of the water account

holder's participation in the PG&E Care Program, CalFresh, CalWORKS, Medi-Cal, Supplemental Security Income, or similar state or federally sponsored programs.

d. Renewal of program eligibility will be required every three years.

b. Discount for Nonprofits

a. The Monthly Service Charge and Private Fire Line Charge for qualifying nonprofit organizations shall be discounted at 50%, subject to the conditions set forth herein.

1. The water service shall be located within a commercially zoned area.

2. The applicant shall provide proof of their valid 501(c)(3) tax-exempt status. The name listed on the 501(c)(3) must match the water service account holder.

3. Program eligibility is subject to maintaining qualifying nonprofit status and ongoing verification.

Section 9: Accepted Payment Methods

Payment for water service shall be accepted by the following methods:

- Check;
- Money order;
- Cashier's check;
- Credit card;
- Cash (with not more than \$10 in coin or limited to one roll of each coin denomination per bill);
- Online bill payment through customer's bank;
- Auto withdrawal from customer's checking or savings account; or

- Other method that may be approved by the General Manager.

Third-party checks will not be accepted for payment of water service.

**Diablo Water District
Regulation No. 1
Rates and Charges for Water Service**



Section 1. Monthly Service Charge

- a. A monthly service charge shall be paid for each connection to the District's domestic water service system, as follows:

Size of Meter	Service Charge
5/8" x 3/4"	\$24.31
1" w/ fire sprinkler*	\$24.31
1"	\$60.76
1 1/2"	\$121.52
2"	\$194.43
3"	\$425.32
4"	\$729.11
6"	\$1,640.49
8"	\$3,402.50
10"	\$5,103.74
12"	\$6,440.43

- * The monthly service charge for a one (1)-inch meter for residential services, which is made necessary for the installation of a fire sprinkler system, shall be the same as the charge for a five-eighth (5/8)-inch meter for one- and two-family residential systems, for either new construction or retrofit.

**Diablo Water District
Regulation No. 1
Rates and Charges for Water Service**



b. M-25

- A monthly service charge shall be charged to customers of the Knightsen Water System, formerly customers of the County of Contra Costa (M-25), as follows:

Size of Meter	Service Charge
5/8"	\$104.53
1" w/ fire sprinkler*	\$104.53
1"	\$146.34
1 1/2"	\$188.16
2"	\$303.14
3"	\$1,149.85

* The monthly service charge for a one (1)-inch meter for residential services, which is made necessary for the installation of a fire sprinkler system, shall be the same as the charge for a five-eighth (5/8)-inch meter for one- and two-family residential systems, for either new construction or retrofit.

- Said customers shall also be subject to Sections 3, 4, 5, and 6 of Regulation No. 1.

c. M-27

- An annual service charge of \$508.00 shall be charged to all customers of service area M-27 to be billed and collected through the real property tax statements of each property.

d. M-24

- A monthly service charge shall be paid for each connection to the District's well water system for irrigation and lake fill within Subdivision 7562 (M-24) as follows:

**Diablo Water District
Regulation No. 1
Rates and Charges for Water Service**



Size of Meter	Service Charge
5/8 x 3/4"	\$5.41
1"	\$13.51
1 1/2"	\$27.00
2"	\$43.19
3"	\$80.99
4"	\$134.98
6"	\$269.94
8"	\$431.90
10"	\$620.87
12"	\$1,160.74
14"	\$1,727.61
16"	\$2,472.64

Section 2. Water Usage Rates

- a. A water usage rate shall be paid for all water delivered by the District as follows:

Residential	
Tier 1: 0-6 hcf	\$4.37
Tier 2: 7-14 hcf	\$6.04

**Diablo Water District
Regulation No. 1
Rates and Charges for Water Service**



Tier 3: 15-22 hcf	\$8.32
Tier 4: > 22 hcf	\$9.91
Multi-Family*	
All Usage	\$4.39
Non-Residential	
Tier 1: 0-34 hcf	\$4.35
Tier 2: > 34 hcf	\$8.00
Irrigation	
Tier 1: 0-113 hcf	\$7.78
Tier 2: > 113 hcf	\$11.91
Construction/Hydrant	
Tier 1: 0-115 hcf	\$7.78
Tier 2: > 115 hcf	\$11.91

* Multi-Family only applies to a water service connection that has three or more separate living units on the property.

b. M-24

- For well water used within the boundaries of Subdivision 7562 (M-24), Contra Costa County, for irrigation and lake fill: \$1.54 per hundred cubic feet.

c. M-25 and M-27

- For well water used within the boundaries of M-25 and M-27 for construction: \$0.84 per hundred cubic feet.

**Diablo Water District
Regulation No. 1
Rates and Charges for Water Service**



Section 3. Miscellaneous Charges

a. Late Charges

- Payment for water service is due upon receipt. If a bill is not paid by the first day of the second month after the bill date, the bill is considered delinquent; therefore, 7% of the amount of the bill shall be added to the bill, and the same percentage shall be added on the same day of each month thereafter that the bill remains unpaid.

b. Trip Charges

- Thirty-five dollars (\$35) shall be added to the bill each time an employee of the District calls at the location of the service or the customer's address for the purpose of giving notice of the District's intent to disconnect the service for non-payment of charges or to disconnect or reconnect the service. During normal working hours, if a field employee makes a trip to the customer's address to turn off or turn on the service for the customer to perform emergency repairs more than one (1) turn-off and one (1) turn-on service trip over the course of seven (7) consecutive days, \$35 will be charged and added to the bill for each additional trip.
- Emergency repairs after hours shall be at no cost to the customer up to one (1) turn-off and one (1) turn-on trip over the course of seven (7) consecutive days. Additional trips will be subject to a callout charge of \$300 per trip. If an after-hours trip requires an additional visit within the same (2) two-hour window, only one trip charge shall be billed to the customer's account.

Section 4. Charge for Insufficient Funds

- a. If any attempted payment tendered to the District for water service is not honored by the bank or credit card company, a charge of \$30 shall be added to the customer's account.

**Diablo Water District
Regulation No. 1
Rates and Charges for Water Service**



Section 5. Charge for Connection or Disconnection of Service

- a. New water service will be connected or disconnected at the request of a customer during regular business hours, provided the request is received during regular business hours and subject to the provisions of Section 3 (b) hereof. If a customer requests a new connection or disconnection of water service to be made after regular business hours, the District will do so for a charge of \$300. At the time application is made to the District for new water service, a \$30 application fee shall be charged to the customer on the customer's first bill.

Section 6. Security Deposits

- a. At the time application is made to the District for water service by a property owner, a \$100 security deposit shall be charged to the customer on the customer's first bill for water service. At the time application is made to the District for water service by a tenant, a \$200 security deposit will be split in half, \$100 due at the time the application is submitted and the other \$100 shall be charged to the customer on the customer's first bill for water service.
- b. At the time application is made to the District for water service by someone who is not the property owner or tenant of the service location or had previously left the District with monies owed to the District, a security deposit shall be paid by either cashier's check, money order, cash or credit card before the water service is turned on.
- c. The District may apply the security deposit to any account owing by the depositor to the District that is delinquent for more than 30 days. The customer's account shall be charged the amount required to replenish the security deposit to two times the customer's average monthly water bill, but not less than \$100 for property owners and \$200 for tenants.
- d. If during any consecutive twelve months more than one notice of disconnection has been delivered by the District to a customer, the customer's credit shall be deemed to be unsatisfactory, and the District may charge the customer's account for a security deposit, or an increase in an existing security deposit, equal to \$100 for property owners and \$200 for tenants, or two times the customer's monthly bill for water service, whichever is greater.

**Diablo Water District
Regulation No. 1
Rates and Charges for Water Service**



- e. A property owner's credit shall be deemed to be satisfactory if, during any 12 consecutive months, not more than one notice of delinquency in payment of an amount due to the District has been delivered by the District to the property owner. 13 months after a service is connected, the District shall review the property owner's service account for the previous 12 months, and if during said period not more than one such notice has been delivered to the property owner, the property owner's security deposit(s) shall be credited to their account. 13 months after each of said notices is delivered to the property owner, the District shall review the property owner's service account for the previous 12 months, and if during said period not more than one such notice has been delivered to the property owner, the property owner's security deposit(s) shall be credited to their account.
- f. Upon termination of service and full payment of all accounts owed by the customer to the District, any balance of the security deposit shall be refunded to the customer.
- g. If a customer moves from one location to another in the District no new or additional security deposit shall be required for service at the new location. Any security deposit with the District for the original location shall be transferred to the new location.
- h. No interest shall accrue or be paid on any security deposit.

Section 7. Adjustment of Charge Due to Leak

- a. The billing of a customer's charge for excessive water delivered caused by a leak or mechanical malfunction will be subject to review and approval, adjusted as set forth herein, provided that each of the following conditions is met:
 - That the customer's meter has been and is operating accurately;
 - That there is no evidence that the excessive water delivery was caused by an intentional or negligent act of the customer;
 - That upon becoming aware of the excessive water delivery, the customer promptly takes reasonable action to discover the cause and to correct it;
 - That the leak is proved to be fixed and the water usage is within range of customers' seasonal use;

**Diablo Water District
Regulation No. 1
Rates and Charges for Water Service**



- That the customer notifies the District of the excessive charge by submitting a leak adjustment request via the website or in writing and
 - Prior to issuing the adjustment, the customer must sign up for leak alerts via the online customer portal.
- b. A customer shall have up to four months from when a leak occurred to submit a leak adjustment request to the District. The request must include the following information:
- What happened to cause the excess water usage;
 - What dates the excess water usage occurred; and
 - What the customer did to correct the leak, including providing supporting documentation that a leak existed with copies of receipts (parts purchased, vendor hired or with pictures if fixed by the customer).
- c. If the District determines that the quantity of water delivered to a customer exceeds the customer's normal use of water, the monthly water bill by which the customer first became aware of the excessive usage shall be reduced by one-half the difference between said bill and the customer's bill from the same month of the previous year. If the customer does not have a usage history from the previous year, then the amount of excessive use shall be determined by the District by using the billing periods that are available or any other means considered to be applicable by the General Manager or their designee. An adjustment shall be credited to the customer's account.
- d. All leak adjustments are not to exceed \$500 per adjustment. Adjustments exceeding \$500 must be approved by the Finance & Accounting Manager. Any adjustment in excess of \$1,000 will require the General Manager's approval.
- e. To be eligible for any future leak adjustments on the account, the customer must remain signed up for leak alerts.
- f. Adjustments cannot be requested more than once in a 24-month period.
- g. If the leak continues beyond three billing periods, the customer will not be eligible for an adjustment due to negligence in getting the leak corrected in a timely manner.

**Diablo Water District
Regulation No. 1
Rates and Charges for Water Service**



Section 8. Discount on Monthly Service Charge

- a. The District shall provide assistance to eligible customers through the discount programs described in this section, subject to applicable program requirements. Funding is limited, and applications will be accepted on a first-come, first-served basis.
- b. Income-Based Discount on Monthly Service Charge
 - The Monthly Service Charge for residential water service shall be discounted by either 25% or 50%, subject to the conditions set forth herein. The residential water service must be for a single-family dwelling unit occupied by the customer and must be furnished through a water meter no larger than one inch.
 - To be eligible for a service charge discount, the water account holder registered with the District must meet the income guidelines below:
 - i. 100% of Federal Poverty Level (FPL) Income Limits - 25% per month discount on service charge
 - ii. 200% of 100% Federal Poverty Level (FPL) Income Limits - 50% per month discount on service charge.
 - Participation eligibility will be determined by evidence of the water account holder's participation in the PG&E Care Program, CalFresh, CalWORKS, Medi-Cal, Supplemental Security Income, or similar state or federally sponsored programs.
 - Renewal of program eligibility will be required every three years.
- c. Discount for Nonprofits
 - The Monthly Service Charge and Private Fire Line Charge for qualifying nonprofit organizations shall be discounted at 50%, subject to the conditions set forth herein.
 - i. The water service shall be located within a commercially zoned area.
 - ii. The applicant shall provide proof of their valid 501(c)(3) tax-exempt status. The name listed on 501(c)(3) must match the water service account holder.
 - iii. Program eligibility is subject to maintaining qualifying nonprofit status and ongoing verification.

**Diablo Water District
Regulation No. 1
Rates and Charges for Water Service**



Section 9. Accepted Payment Methods

- a. Payment for water service shall be accepted by the following methods:
- Check;
 - Money order;
 - Cashier's check;
 - Credit card;
 - Cash (with no more than \$10 in coin or limited to one roll of each coin denomination per bill);
 - Online bill payment through the customer's bank;
 - Auto withdrawal from customer's checking or savings account; or
 - Other method that may be approved by the General Manager.
- b. Third-party checks will not be accepted for payment of water service.

Resolution No. 2026 – 04

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF DIABLO WATER DISTRICT AMENDING
DISTRICT REGULATION NUMBER 1**

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

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

WHEREAS, this regulation pertains to District water rates and discount assistance programs; and

WHEREAS, the Board at its February 25, 2026 Board Meeting approved a discount program for nonprofit account holders that reside in commercially zoned areas; and

WHEREAS, the regulation needs to be updated as shown in the Attachment, herein referenced and incorporated.

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

1. Update District Regulation 1 as shown in Attachment.

* * * * *

I certify that the foregoing is a true and complete copy of a resolution duly adopted by the Board of Directors of Diablo Water District at a regular meeting thereof, held on March 25, 2026, by the following vote:

AYES:

NOES:

ABSENT:

DATED: March 25, 2026

Kait Knight, Secretary

DIABLO WATER DISTRICT
March 25, 2026 Board Meeting
Item Number 7



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

Items included for discussion:

- Warrant Register Number:
 - 2026-2
 - ACH and Wire Transactions – February 2026

- Payable items \$125,000 or more, explained in more detail:
 - CCWD - \$326,673.62 – Water Purchases for January 2026
 - CCWD – \$227,496.58 – RBWTP Operating Costs for February 2026

- Monthly Financial Statements
 - January 2026

RECOMMENDATION:

Approve warrant register 2026-2, ACH and wire transactions for February 2026 and the monthly financial report for January 2026.

Jennifer McCoy

Jennifer McCoy
Finance & Accounting Manager

Attachments: Warrant Register 2026-2
ACH and Wire Transactions for February 2026
Monthly Financial Report for January 2026



DIABLO WATER DISTRICT
Warrant Register 2026 - 2
March 25, 2026



<u>Check Numbers</u>	<u>Detail</u>	<u>Amount</u>
February Utility Billing Refund Checks 59548 - 59564	See Detail Check Register	3,331.94
February AP Checks 59565 - 59613	See Detail Check Register	493,119.68
Payroll Direct Deposit Employees	February Payroll Direct Deposit	232,707.38
Payroll Checks 595614 - 59615	See Detail Check Register	7,001.81
February AP Checks 59616 - 59653	See Detail Check Register	460,769.55
 TOTAL WARRANTS		 1,196,930.36

The foregoing Accounts Payable Warrants 59548 through 59653, payroll for February 2026, Federal, State Income Taxes withheld and retirement are hereby approved for payment.

General Manager

Director

Director

Director

Director

Director

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



Diablo Water District, CA

Refund Check Register

Refund Check Detail

UBPKT07657 - FEBRUARY 2026 WATER REFUNDS 2-11-26

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
027-07925-06	MARPLES & ASSOCIATES	2/11/2026	59548	100.00			100.00	Refund
099-08878-12	CONSOLIDATED ENGINEERING, INC.	2/11/2026	59549	1,403.96			1403.96	Refund
099-13270-03	TRI STATE GENERAL CONTRACTORS INC	2/11/2026	59550	521.42			521.42	Refund
107-05461-05	INC., TRUSTWORTHY ADVISORS	2/11/2026	59551	64.03			64.03	Refund
108-01486-04	WILSON, RENEE L	2/11/2026	59552	185.74			185.74	Refund
110-02176-05	LEGACY LIVING INC	2/11/2026	59553	87.45			87.45	Refund
113-07023-04	VIZENOR, JASMYN	2/11/2026	59554	141.63			141.63	Refund
114-06998-09	GONZALEZ, RAUL	2/11/2026	59555	86.67			86.67	Refund
118-04404-04	FLORES, MARIO	2/11/2026	59556	84.37			84.37	Refund
119-00779-04	LOUIE, KENDRICK	2/11/2026	59557	87.45			87.45	Refund
119-04121-05	TONG, YI	2/11/2026	59558	75.24			75.24	Refund
120-01159-11	TRICON SFR 2025-1 BORROWER LLC	2/11/2026	59559	81.96			81.96	Refund
122-05680-04	CHAMBERS, EMILY	2/11/2026	59560	124.29			124.29	Refund
124-09430-10	WEI, NAIZHOU	2/11/2026	59561	132.22			132.22	Refund
125-02946-03	ALDAY, NICOH	2/11/2026	59562	9.37			9.37	Refund
134-10340-03	GALLO, ADRIANNE	2/11/2026	59563	71.88			71.88	Refund
139-12825-04	XU, YUE ZI	2/11/2026	59564	74.26			74.26	Refund
Total Refunds: 17				Total Refunded Amount:			3,331.94	

Revenue Code Summary

Revenue Code	Amount
996 - Unapplied Credits	3331.94
Revenue Total:	3331.94

General Ledger Distribution

Posting Date: 02/11/2026

Account Number	Account Name	Posting Amount	IFT
Fund: 01 - General Operating			
01-00-109-000	Claim on Pooled Cash	-3,331.94	Yes
01-00-110-000	Accounts Receivable - Water Bills	3,331.94	
01 Total:		0.00	
Fund: 99 - Pooled Cash			
99-00-100-000	Pooled Cash	-3,331.94	

General Ledger Distribution

Posting Date: 02/11/2026

Account Number	Account Name	Posting Amount	IFT
99-00-209-000	Due To Other Funds	3,331.94	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						
AANTEX01	AANTEX PEST CONTROL	02/12/2026	Regular	0.00	150.00	59565
AD SEENO	AD SEENO CONSTRUCTION CO.	02/12/2026	Regular	0.00	11,007.75	59566
ALTAMONT	ALTAMONT LANDSCAPE INC	02/12/2026	Regular	0.00	2,205.00	59567
AQUA	AQUA METRIC	02/12/2026	Regular	0.00	15,114.50	59568
AT&TUVRS	AT&T	02/12/2026	Regular	0.00	96.30	59569
AT&T	AT&T	02/12/2026	Regular	0.00	216.94	59570
BAVCO	BAVCO	02/12/2026	Regular	0.00	5,893.08	59571
BAYAREA	BAY AREA AIR QUALITY ATT: ACCOU	02/12/2026	Regular	0.00	568.00	59572
BRENNTAG	BRENNTAG PACIFIC, INC	02/12/2026	Regular	0.00	2,803.52	59573
CCSDA	CCSDA	02/12/2026	Regular	0.00	2,500.00	59574
CDPOWER	CD & POWER	02/12/2026	Regular	0.00	1,254.08	59575
LINNCHCK	CHUCK LINN	02/12/2026	Regular	0.00	255.18	59576
CITYOFBW	CITY OF BRENTWOOD	02/12/2026	Regular	0.00	133.00	59577
CCFIREQP	CONTRA COSTA FIRE EQUIPMENT	02/12/2026	Regular	0.00	2,463.68	59578
CCWD01	CONTRA COSTA WATER DIST	02/12/2026	Regular	0.00	326,673.62	59579
CORE&MAIN	CORE & MAIN	02/12/2026	Regular	0.00	328.91	59580
COMCOLO1	CREDIT CONSULTING SER INC	02/12/2026	Regular	0.00	64.22	59581
CYPRESS	CYPRESS LAND INVESTMENTS, LLC	02/12/2026	Regular	0.00	2,546.44	59582
BOWERS01	DANNY BOWERS	02/12/2026	Regular	0.00	255.18	59583
DENOVA	DENOVA HOMES	02/12/2026	Regular	0.00	402.78	59584
EBERT	EBERT ENTERPRISES, INC	02/12/2026	Regular	0.00	8,850.00	59585
GALLAGHER	GALLAGHER	02/12/2026	Regular	0.00	16,940.00	59586
USABLUE	HD SUPPLY FACILITIES MAIN	02/12/2026	Regular	0.00	5,523.86	59587
	Void	02/12/2026	Regular	0.00	0.00	59588
HILLCHEM	HILL BROTHERS CHEMICAL CO	02/12/2026	Regular	0.00	1,222.75	59589
HOMEDPOT	HOME DEPOT CREDIT SERVICES	02/12/2026	Regular	0.00	388.42	59590
KB HOME	KB HOME	02/12/2026	Regular	0.00	7,183.28	59591
LENNAR	LENNAR HOMES	02/12/2026	Regular	0.00	1,865.97	59592
LOEWKE	LOEWKE PLANNING ASSOCIATES, IN	02/12/2026	Regular	0.00	7,462.50	59593
MCCAULEY	MCCAULEY AGRICULTURAL & PEST S	02/12/2026	Regular	0.00	300.00	59594
MCDONALDS	MCDONALDS USA	02/12/2026	Regular	0.00	481.32	59595
MILIBAND	MILIBAND WATER LAW	02/12/2026	Regular	0.00	6,191.50	59596
OAKDISPO	MT DIABLO	02/12/2026	Regular	0.00	798.50	59597
JANN, N	NORMA JANN	02/12/2026	Regular	0.00	485.00	59598
ODP	ODP BUSINESS SOLUTIONS, LLC	02/12/2026	Regular	0.00	18,945.27	59599
PACG&E01	PACIFIC GAS & ELECTRIC CO	02/12/2026	Regular	0.00	3,908.49	59600
QUADIENT LEASING	QUADIENT LEASING USA, INC	02/12/2026	Regular	0.00	1,179.72	59601
QQCW	QUICK QUACK CAR WASH	02/12/2026	Regular	0.00	222.27	59602
R&R	R&R PACIFIC CONSTRUCTION	02/12/2026	Regular	0.00	262.33	59603
SCHEER	SCHEER SECURITY	02/12/2026	Regular	0.00	320.00	59604
SEALED	SEALED WITH INTEGRITY	02/12/2026	Regular	0.00	60.00	59605
STALLS	STALLS & STRIPES	02/12/2026	Regular	0.00	16,400.00	59606
STAPLES	STAPLES CREDIT PLAN	02/12/2026	Regular	0.00	21.06	59607
ID INSURANCE FUND	STATE INSURANCE FUND	02/12/2026	Regular	0.00	172.00	59608
TELSTAR1	TELSTAR INSTRUMENTS, INC	02/12/2026	Regular	0.00	2,468.00	59609
USPOST01	U.S. POSTAL SERVICE	02/12/2026	Regular	0.00	478.00	59610
UNDERGROUND	UNDERGROUND REPUBLIC WATER V	02/12/2026	Regular	0.00	13,965.97	59611
VIP CLEANING	VIP CLEANING SERVICE	02/12/2026	Regular	0.00	1,560.00	59612

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
YELLOWROOF	YELLOW ROOF CONSTRUCTION	02/12/2026	Regular	0.00	531.29	59613

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	78	48	0.00	493,119.68
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	78	49	0.00	493,119.68

Fund Summary

Fund	Name	Period	Amount
99	Pooled Cash	2/2026	493,119.68
			<hr/>
			493,119.68



Diablo Water District, CA

Payroll Check Register Checks

Pay Period: 1/27/2026-2/26/2026

Packet: PYPKT00619 - FEBRUARY 2026 PAYROLL 2-26-26 LP
Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Check Type	Date	Amount	Number
PADILLA, GINO L	P02	Regular	02/27/2026	6,647.41	59614
TIERNAN, MARILYN M	T57	Regular	02/27/2026	354.40	59615



Diablo Water District, CA

Payroll Check Register

Direct Deposits

Pay Period: 1/27/2026-2/26/2026

Packet: PYPKT00619 - FEBRUARY 2026 PAYROLL 2-26-26 LP

Payroll Set: Payroll Set 01 - 01

Employee	Employee #	Date	Amount	Number
ALVARADO, HECTOR A	A85	02/27/2026	697.23	1457
ALVARADO, HECTOR A	A85	02/27/2026	150.00	1457
ALVARADO, HECTOR A	A85	02/27/2026	6,125.11	1457
BIEGLER, DAMIEN	B00	02/27/2026	5,958.75	1458
CRAWFORD, CHAD D	C09	02/27/2026	7,902.02	1459
COZART, LORI	C74	02/27/2026	5,082.58	1460
CARRANZA GUTIERREZ, EDUARDO	C93	02/27/2026	6,277.87	1461
DEJESUS, HUNTER J	D10	02/27/2026	8,110.86	1462
FORD, WILLOW	F01	02/27/2026	6,487.89	1463
FORD, WILLOW	F01	02/27/2026	200.00	1463
GONZALEZ, JORGE R	G17	02/27/2026	12,645.54	1464
GROOVER, MATTHEW J	G21	02/27/2026	6,167.34	1465
GONZALES, SOPHIA M	G91	02/27/2026	9,501.58	1466
HERRERA, JOHN P	H02	02/27/2026	7,573.03	1467
JOHNSON, ASHLEY	J92	02/27/2026	6,981.76	1468
KOVALICK, JOSEPH A	K01	02/27/2026	184.70	1469
KNIGHT, KATHLEEN MARIE	K24	02/27/2026	11,491.96	1470
McCoy, JENNIFER	L21	02/27/2026	15,859.91	1471
LIRA, MICHAEL	L28	02/27/2026	9,059.33	1472
LEYBA, SANDRA	L85	02/27/2026	9,302.85	1473
MENDOZA, ATANACIO	M20	02/27/2026	11,035.70	1474
MILINA, CHERI	M21	02/27/2026	9,125.13	1475
MUELRATH, DANIEL B	M22	02/27/2026	16,299.69	1476
MOATS, CONAN R	M74	02/27/2026	92.35	1477
PLOWMAN, SHELBY	P24	02/27/2026	5,930.28	1478
POSADA, LAUREN A	P89	02/27/2026	9,365.21	1479
BALESTERI, REBECCA	R20	02/27/2026	7,978.61	1480
ROMERO, LUIS J	R22	02/27/2026	9,968.83	1481
ROSALES, PAOLA	R94	02/27/2026	6,232.84	1482
SEGER, PAUL S	S65	02/27/2026	369.40	1483
SHAW, JASON R	S74	02/27/2026	184.70	1484
VELAZQUEZ, CAMILO R	V01	02/27/2026	8,553.69	1485
WEAVER, WAYNE A	W27	02/27/2026	11,810.64	1486



Diablo Water District, CA

Payroll Check Register Report Summary

Pay Period: 1/27/2026-2/26/2026

Packet: PYPKT00619 - FEBRUARY 2026 PAYROLL 2-26-26 LP
Payroll Set: Payroll Set 01 - 01

Type	Count	Amount
Regular Checks	2	7,001.81
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	33	232,707.38
Total	35	239,709.19



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	02/26/2026	Regular	0.00	3,000.00	59616
ACCBUSINESS	ACC BUSINESS	02/26/2026	Regular	0.00	606.78	59617
ACWAHPIT	ACWA/JPIA	02/26/2026	Regular	0.00	79,186.95	59618
AIRSYSTEM	AIR SYSTEMS SERVICE & CONSTRUCT	02/26/2026	Regular	0.00	855.00	59619
AMAZON	AMAZON CAPITAL SERVICES	02/26/2026	Regular	0.00	3,339.14	59620
AT&TUVRS	AT&T	02/26/2026	Regular	0.00	182.83	59621
AT&T	AT&T	02/26/2026	Regular	0.00	348.46	59622
BAVCO	BAVCO	02/26/2026	Regular	0.00	10,782.56	59623
BIGBLUMB	BIG "B" LUMBERTERIA INC	02/26/2026	Regular	0.00	87.78	59624
BIGBOY	BIG BOY WRAPS	02/26/2026	Regular	0.00	4,938.75	59625
BWAUTO01	BRENTWOOD AUTO PARTS INC	02/26/2026	Regular	0.00	41.25	59626
CDM01	CDM SMITH	02/26/2026	Regular	0.00	8,781.84	59627
CITYOFBW	CITY OF BRENTWOOD	02/26/2026	Regular	0.00	2,610.49	59628
COMCAST2	COMCAST	02/26/2026	Regular	0.00	366.57	59629
CC CAER	CONTA COSTA CAER GROUP, INC	02/26/2026	Regular	0.00	605.00	59630
CCWD-RB	CONTRA COSTA WATER DIST	02/26/2026	Regular	0.00	227,496.58	59631
CCWD-RB	CONTRA COSTA WATER DIST	02/26/2026	Regular	0.00	11,276.91	59632
EKIENVIR	EKI ENVIRONMENT & WATER	02/26/2026	Regular	0.00	11,187.37	59633
INSIGHT	INSIGHT PUBLIC SECTOR, INC	02/26/2026	Regular	0.00	2.55	59634
AMBROSINI	JOHN AMBROSINI	02/26/2026	Regular	0.00	8,005.09	59635
RENERIA	MANUEL RENERIA AND/OR CARMEL	02/26/2026	Regular	0.00	2,577.82	59636
MILIBAND	MILIBAND WATER LAW	02/26/2026	Regular	0.00	11,407.00	59637
OKLYACE	OAKLEY ACE HARDWARE	02/26/2026	Regular	0.00	1,066.11	59638
	Void	02/26/2026	Regular	0.00	0.00	59639
OLDREPUBLIC	OLD REPUBLIC TITLE COMPANY	02/26/2026	Regular	0.00	2,000.00	59640
PACG&E01	PACIFIC GAS & ELECTRIC CO	02/26/2026	Regular	0.00	33,011.31	59641
PURPOSE BUILT	PURPOSE BUILT TRADE CO	02/26/2026	Regular	0.00	126.12	59642
ROYALBRS	ROYAL BRASS INC	02/26/2026	Regular	0.00	173.77	59643
SEALED	SEALED WITH INTEGRITY	02/26/2026	Regular	0.00	165.00	59644
SIGNATURE	SIGNATURE HOMES	02/26/2026	Regular	0.00	767.29	59645
STANDINS	STANDARD INSURANCE CO	02/26/2026	Regular	0.00	3,956.57	59646
EARTH PARTNERS	THE EARTH PARTNERS, LLC	02/26/2026	Regular	0.00	20,000.00	59647
PVS01	UNIVAR USA INC	02/26/2026	Regular	0.00	4,875.00	59648
VERIZON	VERIZON WIRELESS	02/26/2026	Regular	0.00	2,250.79	59649
VIKINGSHRED	VIKING SHRED	02/26/2026	Regular	0.00	68.99	59650
VISIONSR	VISION SERVICE PLAN	02/26/2026	Regular	0.00	782.70	59651
WATERSAV	WATERSAVERS IRRIGATION	02/26/2026	Regular	0.00	422.82	59652
WEX BANK - CHEVRON	WEX BANK	02/26/2026	Regular	0.00	3,416.36	59653

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	46	37	0.00	460,769.55
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	46	38	0.00	460,769.55

Fund Summary

Fund	Name	Period	Amount
99	Pooled Cash	2/2026	460,769.55
			<hr/> 460,769.55

DIABLO WATER DISTRICT
Banking Activity for February 2026
March 25, 2026



TRANSACTION TYPE	DATE	PAYABLE TO	DESCRIPTION	AMOUNT
Electronic Debit	02/02/26	State of Idaho	State of Idaho Withholding - January 2026 Payroll Deduction	566.00
Electronic Debit	02/02/26	Lincoln Financial	SIP 457 Deferred Comp - January 2026 Payroll Deductions	4,212.22
Electronic Debit	02/02/26	CalPERS	SIP 457 Deferred Comp - January 2026 Payroll Deductions	8,268.58
Electronic Debit	02/02/26	State EDD	State Withholding - January 2026 Payroll	17,348.22
Electronic Debit	02/02/26	Global Payments	Credit Card Processing Fees - Open Edge (January 2026)	15,956.34
Electronic Debit	02/13/26	US Bank	February 2026 Credit Card Payment	15,152.85
Electronic Debit	02/26/26	IRS	February 2026 Payroll Taxes (Fed/Medi/SS)	100,451.89
Electronic Debit	02/26/26	DWD Direct Deposit	Payroll February 2026 - Direct Deposit (See Warrant Reg)	232,707.38
TOTAL ACTIVITY				394,663.48

The above Banking Transactions for February 2026 were given to the Board of Directors for their review as part of the March 25, 2026 Board Meeting.

Jennifer McCoy

Jennifer McCoy
Finance & Accounting Manager

3/2/2026

Date



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

Balance as of December 31, 2025		<u><u>\$18,636,177.23</u></u>
Receipts, January 2026		
Operating	1,370,063.40	
Non-Operating (MERA, Admin, Inspection & Eng Fees & Contract Services)	109,878.66	
Facilities Reserve	113,082.94	
Interest		
General	19,232.72	
MERA	1,286.30	
Facilities Reserve	10,190.54	
Investment activity (+ or -)	5,514,115.90	
Disbursements, January 2026		
Operating	(1,482,525.43)	
Facilities Reserve	(53,505.43)	
Quarterly Bank Analysis Charges	(2,327.62)	
Balance as of January 31, 2026		<u><u>\$24,235,669.21</u></u>

FUNDS	AMOUNT
(as of close of business on January 31, 2026)	
District General Fund	8,346,843.05
Restricted funds	
2019 Series Held in Trust by US Bank	0.00
2022 Loan Project Funds - LAIF Account	302,840.85
2026 Series Held in Trust by US Bank	5,508,283.56
Facilities Reserve (AB-1600 Requirements)	5,828,491.89
Designated Funds	
Rate Stabilization Fund (Target \$1M)	1,000,000.00
Reserve Fund - Capital Reserve (Target \$2M by 2027)	1,500,000.00
Reserve Fund - Emergency Reserve (Target \$3M by 2033)	0.00
Main Extension Reimbursement (MERA)	756,616.84
Knightsen Well System (M25)	39,659.61
Willow Park Marnia Well System (M27)	81,631.94
Customer Deposits	384,725.00
Developer Admin, Inspection & Eng Deposit Totals	(110,881.28)
Current Active Projects	\$ (80,814.25)
Archived Projects	\$ 3,379.30
Projects on Hold	\$ (15,880.28)
Project for Tracking Purposes Only	\$ (19,202.05)
Accidents Pending Collection	\$ (910.44)
Closing out Projects	\$ 2,546.44
Subdivision #4990 Phase 3 Bond Deposit	300,000.00
51 Carol Lane Performance Bond	105,000.00
Cypress Self Storage Maintenance Bond	0.00
Substandard Street Deposit	
Future Relocation of Bethel Island Road Offsite Waterline	192,000.00
District's Portion of Investment	457.75
TOTAL	<u><u>\$24,235,669.21</u></u>

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

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

INSTITUTION	PAR VALUE	RATE OF INTEREST	MARKET VALUE
California Local Agency Investment Fund *		3.9310	9,283,684.93
BMO, General Checking Account *			2,493,808.34
US Bank - 298466000 <i>Held US Bank</i> - Value with Interest Earnings/COP 2026			5,508,283.56
US Bank 298466001 (Green Bonds) Project Fund - Series 2026	5,500,000.00	Varies	
US Bank 298466002 (Green Bonds) Cost of Issuance Fund - Series 2026	8,283.56	Varies	
MBS RMB-028036 <i>Held Bank of New York</i> - Value with Interest Earnings			6,949,892.38
MD 01/31/26 TSRY54789820 United States Treasury Bills	2,710,000.00	4.07	
MD 05/14/26 06048W-L9-9 Bank Amer Corp Medium Term Rated AA- Callable 5/14/22**	200,000.00	1.40	
MD 09/14/26 146102BC1 Carter Bank & Trust Martinsville VA/CD	240,000.00	3.95	
MD 11/27/26 052392CC9 Austin Telco Fed Cr Un Tex Sc/CD	200,000.00	5.05	
MD 01/29/27 42869G-AA-4 Hickam Fed Cr Un Honolulu Hawaii SH/CD	220,000.00	4.40	
MD 02/26/27 560390-DB-9 Maine Community Bk Biddeford ME/CD	249,000.00	3.85	
MD 05/18/27 14042RRF0 Capital One Natl Assn Mclean VA/CD	230,000.00	3.20	
MD 07/12/27 898812-AP-7 Tucson Fed Cr Un Ariz SH CTF - Callable Monthly	151,000.00	4.00	
MD 09/27/27 02007G3R2 Ally BK Sandy Utah/CD	245,000.00	3.75	
MD 10/01/27 Goldman Sachs BK USA New York/CD	245,000.00	3.40	
MD 11/22/27 Workers Federal Credit Union Littleton/MA SH/CD	249,000.00	4.10	
MD 04/10/28 549104-H6-7 Luana Svgs Bk Iowa/CD	240,000.00	3.95	
MD 06/05/28 02589A-HK-1 American Express Natl BK Brokered Intl/CD	244,000.00	4.20	
MD 05/07/29 05584C-X3-5 BNY Mellon N A Instl/CD	245,000.00	3.85	
MD 04/22/30 3134HB-KE-0 Federal Home Ln Mtg Corp Rated AA+ Callable 1/22/26**	400,000.00	4.50	
MD 09/25/30 856288CZ6 State BK India New York N Y/CD	245,000.00	3.75	
MD 09/30/30 00435JB1 Access BaK Omaha NEB/CD	249,000.00	3.50	
MD 10/22/30 61778EHA2 Morgan Stanley BK N A Salt Lake City Utah/CD	245,000.00	3.75	
MD 12/24/30 61776NK93 Morgan Stanley Private BK Natk Assn Pur N.Y./CD	245,000.00	3.85	
MD 07/28/31 795451EN9 Sallie Mae BK Salt Lake City Utah/CD / Callable 7/28/26	245,000.00	3.90	
Multibank Interest, Money Management Fund	41,744.82		
TOTAL			<u>\$24,235,669.21</u>

* Demand Account

** Long-term ratings from Fitch

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

ACRONYMS

ADMIN - Administration

BK - Bank

CD - Certificate of Deposit

ENG - Engineering

MBS - Multi-Bank Securities, Inc

MD - Maturity Date

MERA - Main Extension Reimbursement Account

Mtg - Meeting

RES - Reserve

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

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

INSTITUTION	RATE OF INTEREST	MARKET VALUE
Lincoln National, Deferred Compensation (Quarterly)	Varies	1,560,438.29
CERBT Funds (Quarterly)	10.09% year/year	1,296,013.46
TOTAL		\$2,856,451.75

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

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

COUNTY WELL FUND BALANCES

<u>Knightsen (M25)</u>	<u>Expenses</u>	<u>Income</u>	<u>Total Fund Balance</u>
FY 09/10	(10,755.47)	6,597.68	(28,780.40)
FY 10/11	(14,038.87)	6,436.27	(36,383.00)
FY 11/12	(12,396.89)	8,286.50	(40,493.39)
FY 12/13	(10,137.89)	8,883.84	(41,747.44)
FY 13/14	(6,200.51)	12,272.06	(35,675.89)
FY 14/15	(6,932.58)	15,655.41	(26,953.06)
FY 15/16	(8,416.99)	16,875.62	(18,494.43)
FY 16/17	(8,785.34)	17,273.74	(10,006.03)
FY 17/18	(7,922.88)	20,365.36	2,436.45
FY 18/19	(11,864.02)	17,841.20	8,413.63
FY 19/20	(9,223.40)	19,299.15	18,489.38
FY 20/21	(15,538.25)	16,817.08	19,768.21
FY 21/22	(11,441.81)	18,374.15	26,700.55
FY 22/23	(9,348.58)	20,744.48	38,096.45
FY 23/24	(16,602.60)	23,212.60	44,706.45
FY 24/25	(39,069.38)	23,078.60	28,715.67
FY 25/26 (as of Jan)	(5,945.59)	16,889.53	39,659.61

<u>Willow Park (M27)</u>	<u>Expenses</u>	<u>Income</u>	<u>Total Fund Balance</u>
FY 09/10	(18,061.81)	36,018.24	126,363.56
FY 10/11	(23,516.61)	36,036.01	138,882.96
FY 11/12	(24,035.34)	36,667.17	151,514.79
FY 12/13	(47,529.75)	34,738.68	138,723.72
FY 13/14	(49,171.53)	39,995.81	129,548.00
FY 14/15	(13,720.87)	40,031.50	155,858.63
FY 15/16	(15,238.28)	40,514.09	181,134.44
FY 16/17	(71,763.56)	40,811.23	150,182.11
FY 17/18	(127,061.18)	42,658.12	65,779.05
FY 18/19	(115,739.39)	44,305.39	(5,654.95)
FY 19/20	(36,613.13)	46,080.33	3,812.25
FY 20/21	(98,331.00)	48,344.04	(46,174.71)
FY 21/22	(35,917.18)	56,310.23	(25,781.66)
FY 22/23	(49,426.10)	67,652.30	(7,555.46)
FY 23/24	(50,687.06)	70,934.41	12,691.89
FY 24/25	(51,218.06)	81,817.89	43,291.72
FY 25/26 (as of Jan)	(11,730.56)	50,070.78	81,631.94

DIABLO WATER DISTRICT
March 25, 2026 Board Meeting
Item Number 8



TO: Each Director

FROM: Jennifer McCoy, Finance & Accounting Manager

SUBJECT: Authorization to Execute Agreement with Mann Urrutia Nelson Certified Public Accountants & Associates (MUN CPAs), Limited Liability Partnership, to Perform Fiscal Year 2025/26 Audit, in the amount of \$39,400.

Staff are anticipating fiscal year 2025/26 interim work to take place in mid-June. The final fieldwork will occur sometime after June 30th, the close of the fiscal year, with the final audit results being presented to the Board in December 2026. Justin Williams will continue as our partner on the Audit, the associate staff working on the audit will remain the same as the previous eight years.

RECOMMENDATION:

Authorize the General Manager and Board President to execute the Engagement Letter with Mann Urrutia Nelson CPAs & Associates for the Fiscal Year 2025/26 Audit, in the amount of \$39,400.

Jennifer McCoy

Jennifer McCoy
Finance & Accounting Manager

Attachments: FY 26 Engagement Letter
FY 26 Planning Letter





March 9, 2026

To Board of Director and Management
Diablo Water District
P.O. Box 127
Oakley, California 94561

We are pleased to confirm our understanding of the services we are to provide Diablo Water District (the District) for the year ended June 30, 2026.

Audit Scope and Objectives

We will audit the financial statements of the business-type activities and the disclosures, which collectively comprise the basic financial statements of Diablo Water District as of and for the year ended June 30, 2026. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) District's Proportionate Share of the Net Pension Liability
- 3) Schedule of Contributions to the Pension Plan
- 4) Schedule of Changes in the Net Other Post Employment Benefit (OPEB) Liability and Related Ratios
- 5) Schedule of Contributions to the OPEB Plan

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Cash and Investments Available for Operations
- 2) Schedule of Debt Services Net Revenue Coverage

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the District and other procedures we consider necessary to enable us to express such opinions.

As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others.

In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the financial statements and related notes of the District in conformity with accounting principles generally accepted in the United States of America based on information provided by you. We will also assist in preparing the 2025-26 Special District Financial Transactions Report in accordance with Government Code 53891 based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of MUN CPAs, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulator or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of MUN CPAs, LLP personnel.

Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the regulator. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Justin Williams is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed \$35,500 for the audit and \$3,900 for the preparation of the Financial Transactions Report. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client (Diablo Water District) and accountant (MUN CPAs, LLP) both agree that any dispute over fees charges by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

Reporting

We will issue a written report upon completion of our audit of Diablo Water District's financial statements. Our report will be addressed to the Board of Directors and Management of Diablo Water District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

MUN CPAs, LLP

MUN CPAs, LLP

RESPONSE:

At least two weeks prior to the start of year-end fieldwork we will provide MUN CPAs with a fully reconciled trial balance and certain schedules as listed in the Suralink client portal. We understand that failure to meet this deadline may result in fieldwork getting rescheduled, which could cause significant delays in completion of the audit.

This letter correctly sets forth the understanding of Diablo Water District.

Management signature: _____

Title: _____



March 9, 2026

The Board of Directors
Diablo Water District
Oakley, California

We are engaged to audit the financial statements of the business-type activities of Diablo Water District for the year ended June 30, 2026. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

Our Responsibilities under U.S. Generally Accepted Auditing Standards and Government Auditing Standards

As stated in our engagement letter dated March 9, 2026, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

As part of our audit, we will consider the system of internal control of the District. Such considerations are solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of the District's compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to the management's discussion and analysis, pension related schedules, and other-post employment benefit related schedules, which supplement the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have been engaged to report on the Schedule of Cash and Investments Available for Operations and the Schedule of Debt Service Revenue Coverage, which accompany the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Planned Scope, Timing of the Audit, Significant Risks, and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including the system of internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

We have identified the following significant risks of material misstatement as part of our auditing planning; however, audit planning has not concluded and modifications may be made:

- Management override of controls
- Impact of new GASB accounting standards
- Revenue recognition
- Timing and recording of accruals

Justin Williams is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

At least two weeks prior to the start of year-end fieldwork, management has agreed to provide a fully reconciled trial balance and certain schedules as listed in the Suralink client portal. FAILURE TO MEET THIS DEADLINE MAY RESULT IN THE FIELDWORK GETTING RESCHEDULED, WHICH COULD CAUSE SIGNIFICANT DELAYS IN COMPLETION OF THE AUDIT.

This information is intended solely for the use of the Board of Directors and management of Diablo Water District and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

MUN CPAs, LLP

MUN CPAs, LLP

DIABLO WATER DISTRICT
March 25, 2026, Board Meeting
Item Number 9



TO: Each Director
FROM: Nacho Mendoza, Water Operations Manager
SUBJECT: Purchase of Emergency Backup Generator.

The approved FY 2025/26 budget includes funding (2026 Bond Proceeds) for purchasing an emergency generator for Stonecreek Well. The generator will support the Water Operations team, enhancing their ability to ensure reliable operations during emergency power outages. The generator will provide emergency power to the entire pump station, including PLC controls, SCADA, and the well pump. The generator also provides resiliency as it is interchangeable with the existing Glen Park Well and South Park Well generators.

In accordance with District Regulation 107 - Contracting and Purchasing, budgeted supplies and equipment that exceed \$125,000 must be awarded/authorized by the Board.

The District will purchase the emergency generator through Global Power Supply for a price of \$329,029.76.

RECOMMENDATION:

Authorize the General Manager to execute a purchase order with Global Power Supply in the amount of \$329,029.76 for the procurement of a generator as outlined.

Nacho Mendoza

Nacho Mendoza
Water Operations Manager

Attachment: Generator Quote





Sold To: Nacho Mendoza Diablo Water District 87 Carol Ln Oakley, CA 94561 Phone: (925) 625-2112	Ship To: Diablo Water District 3990 Main St. Oakley, CA 94561 Phone: (925) 625-2112	Seller: Mark Paisley mark.paisley@globalpwr.com Phone: (805) 724-0682 Fax: (805) 683-3823
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Quote #	Offer Date	FOB	Terms
GPSQ1207488	02/11/2026	Origin	50% / 50%: buyer must pay 50% at time of purchase, 50% due at time of invoice.

Qty	Description	Unit Price	Ext Price
1	Item 320kW ANA Mobile Generator SDG400S-8E1 ELECTRIC TRAILER 3" RING HITCH ASSEMBLY Lead Time: 11 weeks	\$272,600.00	\$272,600.00
1	Item POSI LOK SDG400 GR BRN ORG YEL KIT	\$23,300.00	\$23,300.00
1	Item BLOCK HEATER THERMOSIPHON 1500W SDG400	\$950.00	\$950.00
1	Item BATTERY CHARGER KIT SDG400 24V 5A	\$690.00	\$690.00
1	FREIGHT FREIGHT	\$7,800.00	\$7,800.00

Subtotal	\$305,340.00
Sales Tax	\$23,689.76
Total	\$329,029.76

DIABLO WATER DISTRICT
March 25, 2026 Board Meeting
Item Number 10



TO: Each Director
FROM: Dan Muelrath, General Manager
SUBJECT: Randall-Bold Water Treatment Plan CIP Update.

Contra Costa Water District (CCWD) will present updates to the proposed CIP plan.

Staff and the District Engineer have reviewed the projects and are working with CCWD on cost allocations and a final CIP plan.

RECOMMENDATION:

Discuss.

Dan Muelrath

Dan Muelrath
General Manager

Attachments: RBWTP CIP Presentation





**RANDALL-BOLD WATER TREATMENT
PLANT
OPERATIONS AND CAPITAL
IMPROVEMENT PROGRAM (CIP)
OVERVIEW**

**JEFF QUIMBY
ASSISTANT GENERAL MANAGER**

RANDALL-BOLD WTP OPERATIONS AND CIP OVERVIEW

Randall-Bold WTP Operations

- Produces high-quality water with regional benefit since commissioned in 1992
- Reliably meets DWD and CCWD demands, including key partners: Antioch, Community of Bay Point, and Brentwood
- Resources shared with CCWD/City of Brentwood WTP
- Campus operated in conjunction with CCWD's Bollman WTP



RANDALL-BOLD WTP OPERATIONS AND CIP OVERVIEW



Water Treatment Plant Comprehensive Plan (WTPCP)

- Update to 2020 WTPCP on track to be complete summer 2026
 - Renewal and Replacement Evaluation
 - Energy Efficiency Evaluation & Process Evaluations
- 2027 Capital Improvement Plan based on 2020 WTPCP with placeholders anticipated from current update
 - No Priority Level 1
 - \$47.3M Priority Level 2



RANDALL-BOLD WTP OPERATIONS AND CIP OVERVIEW

Randall-Bold WTP Priority 2 Projects in FY27-36 (\$millions)

PROJECT NAME	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
DCS Replacement	\$1.63									
Clearwell Improvements, piping, valve & chemical feed upgrades	\$0.79	\$0.78								
Ozone Generator PSU Replacement	\$0.19	\$0.93								
Intermediate Ozone & Post Ozone Improvements		\$0.15	\$0.75							
Power System Improvements			\$2.12	\$5.88	\$5.10	\$5.00				
Filter Upgrades		\$0.60	\$3.14							
Filter Media Replacement		\$0.40	\$1.72							
WTP Restoration	\$0.76	\$0.76	\$0.65	\$0.43	\$0.43	\$0.43	\$0.43	\$0.43	\$0.43	\$0.43
WTPCP Implementation Placeholder				\$0.98	\$2.37	\$0.95	\$2.30	\$1.47	\$1.47	\$1.47
WTPCP Update						\$0.27	\$0.10			
Sedimentation Basin Rehabilitation*	\$0.69	\$3.62								
TOTAL	\$4.05	\$7.24	\$8.38	\$7.29	\$7.89	\$6.64	\$2.83	\$1.90	\$1.90	\$1.90
DWD Share	\$1.01	\$1.09	\$2.51	\$2.19	\$2.37	\$1.99	\$0.85	\$0.57	\$0.57	\$0.57

* Sedimentation Basin Costs are not funded by DWD

RANDALL-BOLD WTP OPERATIONS AND CIP OVERVIEW FY25 Construction

- Chemical Storage Improvements, Phase 2 and Ozone Generator No. 2 Power Supply Unit (PSU) and Dielectrics Replacement (\$3.0M)



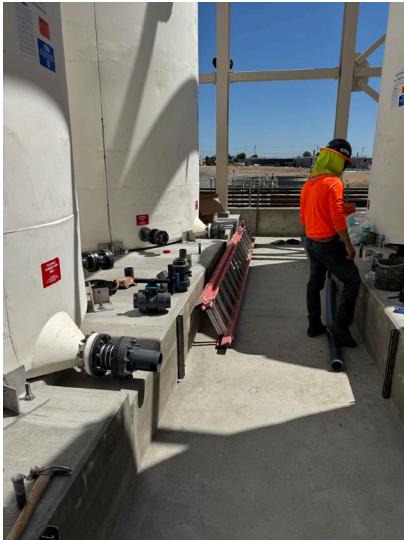
RANDALL-BOLD WTP OPERATIONS AND CIP OVERVIEW FY26 Construction (Completed)

- Ozone Generator No. 1 PSU and Dielectrics Replacement (\$1.3M)



RANDALL-BOLD WTP OPERATIONS AND CIP OVERVIEW FY26 Construction (complete in May 2026)

- Converted high-risk chlorine gas and aqueous ammonia systems to less hazardous chemicals, Sodium Hypochlorite and Liquid Ammonium Sulfate, that are now in use (\$7.2M)
 - Improved worker and public safety, reduced annual regulatory burden (lowering operating costs)



RANDALL-BOLD WTP OPERATIONS AND CIP OVERVIEW

Randall-Bold WTP FY27-28 Construction Work

- Clearwell and Chemical Feed Improvements – Construction in FY27 and FY28 (\$1.6M)
- Sedimentation Basins Improvements – Construction in FY27 and FY28 (no DWD contribution, \$4.3M)
- Ozone Generator No. 3 PSU and Dielectrics Replacement – Furnish and install in FY28 (\$1.1M)

RANDALL-BOLD WTP OPERATIONS AND CIP OVERVIEW

Randall-Bold WTP Future Construction Work (Cont.)

- Filter Upgrades – Design in FY28 for construction in FY29 (\$3.7M)
- Filter Media Replacement – Design in FY28 for construction in FY29 (\$2.1M)
- Intermediate Ozone and Post Ozone Improvements – Design in FY28 for construction in FY29 (\$0.9M)
- Power System Improvements – Design in FY29, phased construction in FY30-32 (\$18.1M)

RANDALL-BOLD WTP OPERATIONS AND CIP OVERVIEW

DWD & CCWD Coordination

- Quarterly meetings to review active RBWTP projects and efforts
- CCWD provides DWD staff with opportunities to review draft design deliverables and participate in design review meetings
- Engagement throughout 2026 WTPCP development
- 2027 CIP review
- FY27-28 Budget Development (upcoming)

DIABLO WATER DISTRICT
March 25, 2026 Board Meeting
Item Number 11



TO: Each Director
FROM: Dan Muelrath, General Manager
SUBJECT: District Regulation 8 Water-Efficiency Regulation Update.

As discussed at the Board's February 25, 2026 meeting, updates to the District's water-efficiency regulation were presented for consideration. Proposed updates include:

- Update gallons per capita per day per state standards.
- Define target exterior water budgets.
 - Districtwide enforcement, not individual account holders.
- Prohibition of irrigating non-functional turf per state regulation.
- Expand definition of waste and unreasonable use to include using potable water for non-potable uses in industrial settings.
- Clarifying and updating processes for failure to address unreasonable water waste.

The Board was invited to provide feedback or identify additional items for consideration.

A redlined version of the proposed regulation updates is included for review, with adoption scheduled for consideration at the April 22, 2026 Regular Board Meeting.

RECOMMENDATION:

Discuss.

Dan Muelrath

Dan Muelrath
General Manager

Attachments: Regulation 8 Redline
Regulation 8 Clean



DIABLO WATER DISTRICT

REGULATION NO. 8

WATER-USE EFFICIENCY

Section I. Purpose

- A. The purpose of this regulation is to assure that all water supplied by the District is used for reasonable and beneficial purposes, to prevent unreasonable use and waste of water, to promote efficient water use, and to comply with all applicable regulatory requirements.

Section II. Prevention of Waste or Unreasonable Use

In accordance with State regulations, the District defines waste and unreasonable use as any of the following activities:

1. Creating landscape irrigation runoff or overspray.
2. Irrigating between the hours of 8:00 a.m. and 8:00 p.m.
3. Irrigating within 48 hours of measurable rainfall, defined as 0.25” or more within a 24-hour period.
4. Operating water fountains or decorative features that that do not re-circulate water.
5. Using a hose without an automatic shut-off nozzle.
6. The use of potable water for street cleaning, unless required to protect the health and safety of the public.

~~5.7.~~ Failing to repair a water leak located on the customer side of the water meter.

B. To ensure equitable treatment of all customers, the District will take a positive and proactive customer service approach to assist customer in resolving waste or unreasonable use of water.

C. ~~Following notice,~~ The District shall have the right, ~~following written notice,~~ to impose upon any water service connection ~~customer and property owner, accountholder, or landlord~~ such conditions as the District determines to be necessary to prevent unreasonable use or waste of water. ~~After each notification, the customer will be given 7 days to remedy the issue.~~

~~First written notification: Courtesy Notice shall be provided Letter and Door Hanger at the Property, no penalty including notification to the landlord as applicable. The accountholder shall have 15 days, or such shorter period as determined in emergency situations, in accordance with the terms of water service, to correct unreasonable use or waste to avoid penalty.~~

~~Second written notification: Courtesy Letter no penalty~~

~~Third Second written notification: Letter and door hanger at the property, including notification to the landlord as applicable. The accountholder shall have 15 days, or such shorter period as determined in emergency situations, in accordance with the terms of water service, to correct unreasonable use or waste. Applicable trip charges for visiting the property for notification shall apply.~~

~~\$25 penalty~~

~~Fourth written notification: \$50 penalty~~

~~Fifth-Additional~~ written notification: Further notifications shall result in a \$100 penalty and the installation of flow restrictors where the leak exceeds two gallons per minute. All costs and expenses incurred by the District to resolve the unreasonable use or waste including overhead, shall be charged to the accountholder.

Further actions: All users of water furnished by the District are required to take all reasonable actions to prevent the waste of water up to and including the termination of water service.

- D. The District may determine wasteful or unreasonable use of potable water in instances where potable water is not required and where alternative water sources that could meet the needs of the end use are not explored and/or implemented in accordance with Regulation 12 – Recycled Water.

Section III. Indoor Water Efficiency Standards

- A. The State of California has established regulatory requirements that the District must achieve regarding indoor water-use efficiency. The following are regulated limits that the District must achieve across all customers.

- ~~• January 1, 2021: 55 gallons per capita per day~~
- January 1, 2025: 52.547 gallon per capita per day
- January 1, 2030: 42.50 gallons per capita per day

b. All existing users of water furnished by the District are required to take all reasonable action to upgrade fixtures to current water-use efficiency standards. All new connections shall ~~have be equipped with~~ fixtures that meet ~~th~~CALGreene water efficiency requirements standards. ~~of this section, in addition to being an EPA WaterSense labeled product. In the event that CalGreen increases the water efficiency requirements per fixture, the new increased efficiency standard will supersede those listed here.~~

~~Residential:~~

~~Showerhead: not to exceed 1.8 gpm.~~

~~Lavatory faucet: not to exceed 1.2 gpm.~~

~~Kitchen faucet: not to exceed 1.8 gpm.~~

~~Toilets: not to exceed 1.28 gallons per flush.~~

~~Clothes washer: energy star certified.~~

~~Dishwasher: energy star certified.~~

~~Non-Residential:~~

~~Showerhead: not to exceed 1.8 gpm.~~

~~Lavatory faucet: not to exceed 0.4 gpm.~~

~~Kitchen faucet: not to exceed 1.5 gpm.~~

~~Metering faucets: not to exceed 0.2 gallons per cycle.~~

~~Gravity toilets: not to exceed 1.2 gallons per flush.~~

~~Flushometer style toilets: not to exceed 1.28 gallons per flush.~~

~~Clothes washer: energy star certified.~~

~~Dishwasher: energy star certified.~~

Section IV. Outdoor Water Efficiency Standards

A. The State of California ~~is creating~~ has implemented regulatory requirements that the District must ~~achieve~~ meet regarding outdoor water-use efficiency. The following are outdoor water-use limits for potable water customers.

1. Existing Landscapes Water Budgets: Calculated as
Evapotranspiration x Adjustment Factor x Irrigated Area x 0.62
(result in gallons).

~~Calculation in gallons:~~

~~Evapotranspiration x Adjustment Factor x irrigated area x 0.62~~

~~(a) Adjustment Factor January 1, 2021: 70% of~~
~~Evapotranspiration for irrigated areas.~~

~~(b)~~(a) Adjustment Factor January 1, 2025: 65% of
Evapotranspiration for irrigated areas.

~~(c)~~(b) Adjustment Factor January 1, 2030: 60% of
Evapotranspiration for irrigated areas.

2. ~~New-Commercial~~ Landscapes:

(c) The State of California has created regulatory requirements prohibiting the use of potable water for irrigating nonfunctional turf on commercial, industrial and some multi-family properties, except for cemeteries (AB 1572).

(d) The District will coordinate with local land use agencies to implement the nonfunctional turf prohibition.

(e) The implementation schedule for properties owned by specific entities is as follows:

(f) Local Agencies by January 1, 2027.

(g) Institutional, Commercial and Industrial by January 1, 2028.

(h) Homeowners' Associations, Common Interest Developments and Community Service Organizations by January 1, 2029.

(i) The District reserves the right to act as the local agency responsible for implementing the State's Model Water Efficient Landscape Ordinance (MWELo) and all future state or local regulations that require coordination between land use and water agencies.

(j)

~~(d) [redacted] Plant selection, irrigation design, water budgets, inspections, etc. shall be in compliance with the most recent version of the State's Model Water Efficient Landscape Ordinance (MWELo).~~

~~(e) [redacted] In addition to the MWELo and in support of eliminating non functional turf, the District further prohibits the installation of new turf in areas less than 10ft in width or length.~~

~~(f) District will coordinate with the Association of California Water Agencies, and other trade organizations, to work with the California State Legislature to implement a state-wide, non-functional turf prohibition.~~

~~(g) Further, the District will also work with local land use authorities to implement a non-functional turf prohibition.~~

~~(h) All eligible products must be EPA WaterSense labeled.~~

~~The District reserves the right to be the local agency responsible for the implementation of MWELO.~~

Section V. Water-Use Efficiency Measures of the District

A. The District shall:

1. Continuously provide customer-focused programs that promote efficient use of water.
2. Meter all water use.
3. Perform annual water audits in compliance with State regulations.
4. Coordinate with local school districts to provide educational information and/or programs on efficient water use.
5. Make educational materials regarding water-use efficiency and its benefits available at the District office, on the District website, via social media, and at other public locations.

- ~~1. pursue at all times a customer focused program for the efficient use of water.~~
- ~~2. All water use shall be metered.~~
- ~~3. Perform annual water audits compliant with state regulations.~~
- ~~4. Coordinate with local school districts in providing educational information and/or programs on efficient water use.~~
- ~~5. Make available at the District's office, website, social media, public library and other public places, educational materials regarding water use efficiency and related benefits.~~

Section VI. Water Rates

- ~~A. To encourage water use efficiency and further discourage the waste and unreasonable use of water, the District shall utilize a cost based, Prop 218 compliant water rate structure.~~

Diablo Water District Regulation No. 8 Water-Use Efficiency



Section 1. Purpose

- a. The purpose of this regulation is to ensure that all water supplied by the District is used for reasonable and beneficial purposes, to prevent unreasonable use and waste of water, to promote efficient water use, and to comply with all applicable regulatory requirements.

Section 2. Prevention of Waste or Unreasonable Use

- a. In accordance with State regulations, the District defines waste and unreasonable use as any of the following activities:
 - Creating landscape irrigation runoff or overspray.
 - Irrigating between the hours of 8:00 a.m. and 8:00 p.m.
 - Irrigating within 48 hours of measurable rainfall, defined as 0.25” or more within a 24-hour period.
 - Operating water fountains or decorative features that do not recirculate water.
 - Using a hose without an automatic shut-off nozzle.
 - The use of potable water for street cleaning, unless required to protect the health and safety of the public.
 - Failing to repair a water leak located on the customer side of the water meter.
- b. Following notice, the District shall have the right to impose upon any water service connection such conditions as the District determines to be necessary to prevent unreasonable use or waste of water.
 - **First Notification:** Notice shall be provided by letter and door hanger at the property, including notification to the landlord, as applicable. The accountholder shall have fifteen (15) days, or such shorter period as determined necessary in emergency situations and in accordance with the terms of water service, to correct the unreasonable use or waste of water to avoid penalty.
 - **Second Notification:** Notice shall be provided by letter and door hanger at the property, including notification to the landlord, as applicable. The accountholder

Diablo Water District Regulation No. 8 Water-Use Efficiency



shall have fifteen (15) days, or such shorter period as determined necessary in emergency situations and in accordance with the terms of water service, to correct the unreasonable use or waste of water. Applicable trip charges for visiting the property for notification shall apply.

- **Additional Notifications:** Any further notifications shall result in the assessment of a \$100 penalty and, where a leak exceeds two gallons per minute, the installation of flow-restricting devices. All costs and expenses incurred by the District to address the unreasonable use or waste of water, including administrative overhead, shall be charged to the accountholder.
 - **Further Actions:** All users of water furnished by the District are required to take all reasonable actions to prevent the waste of water, up to and including the termination of water service.
- c. The District may determine wasteful or unreasonable use of potable water in instances where potable water is not required and where alternative water sources that could meet the needs of the end use are not explored and/or implemented in accordance with Regulation 12 – Recycled Water.

Section 3. Indoor Water Efficiency Standards

- a. The State of California has established regulatory requirements for indoor water-use efficiency that the District must meet. The following are regulated limits that the District must achieve across all customers:
- January 1, 2025: 47 gallons per capita per day
 - January 1, 2030: 42 gallons per capita per day
- b. All existing users of water supplied by the District are required to take all reasonable actions to upgrade fixtures to current water-use efficiency standards. All new connections shall be equipped with fixtures that meet CALGreen water efficiency standards.

Section 4. Outdoor Water Efficiency Standards

Diablo Water District Regulation No. 8 Water-Use Efficiency



- a. The State of California has implemented regulatory requirements that the District must meet regarding outdoor water-use efficiency. Although the District manages water use to an overall budget, customers are encouraged to help the District achieve these water savings. The following are outdoor water-use limits for potable water customers.
- Existing Landscapes Water Budgets: Calculated as Evapotranspiration x Adjustment Factor x Irrigated Area x 0.62 (result in gallons).
 - i. Adjustment Factor January 1, 2025: 65% of evapotranspiration for irrigated areas.
 - ii. Adjustment Factor January 1, 2030: 60% of evapotranspiration for irrigated areas.
 - Commercial Landscapes
 - i. The State of California has created regulatory requirements prohibiting the use of potable water for irrigating nonfunctional turf on commercial, industrial and some multi-family properties, except for cemeteries (AB 1572).
 - ii. The District will coordinate with local land use agencies to implement the nonfunctional turf prohibition.
 - i. The implementation schedule for properties owned by specific entities is as follows:
 - 1. Local Agencies by January 1, 2027.
 - 2. Institutional, Commercial and Industrial by January 1, 2028.
 - 3. Homeowners' Associations, Common Interest Developments and Community Service Organizations by January 1, 2029.
- b. The District reserves the right to act as the local agency responsible for implementing the State's Model Water Efficient Landscape Ordinance (MWELO) and all future state or local regulations that require coordination between land use and water agencies.

Section 5. Water-Use Efficiency Measures of the District

- a. The District shall:

Diablo Water District Regulation No. 8 Water-Use Efficiency



- Continuously provide customer-focused programs that promote efficient use of water.
- Meter all water use.
- Perform annual water audits in compliance with State regulations.
- Coordinate with local school districts to provide educational information and/or programs on efficient water use.
- Make educational materials regarding water-use efficiency and its benefits available at the District office, on the District website, via social media, and at other public locations.

DIABLO WATER DISTRICT
March 25, 2026 Board Meeting
Item Number 12

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 = 147,000 AF – 91.875% full (91.25% last month).
 - Total Water Demand.
 - Local Well Production.

- Knightsen Monitoring Well Update.

RECOMMENDATION:

Receive.

Dan Muelrath

Dan Muelrath
General Manager

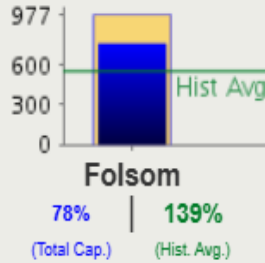
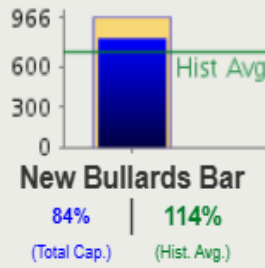
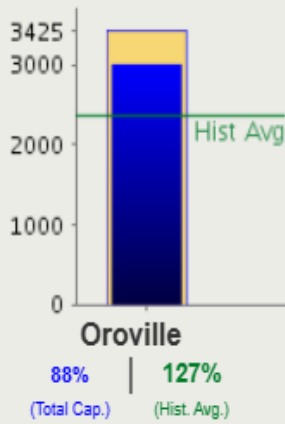
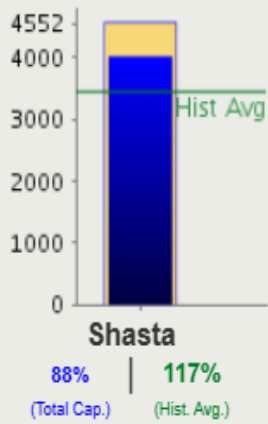
Attachments: Statewide Reservoir Conditions
Total Water Demand
Local Well Production



CURRENT CONDITIONS: MAJOR WATER SUPPLY RESERVOIRS:15-MAR-2026

Data as of Midnight: 15-Mar-2026

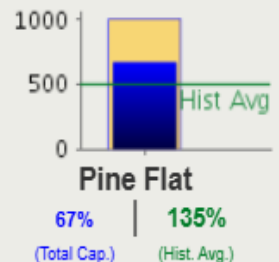
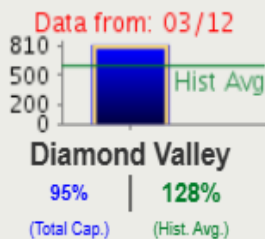
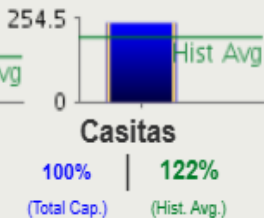
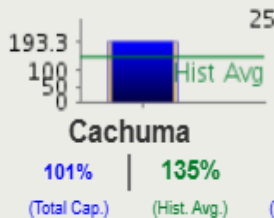
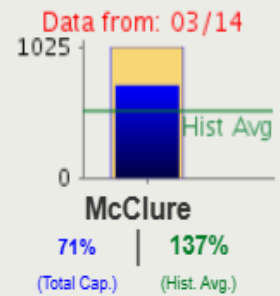
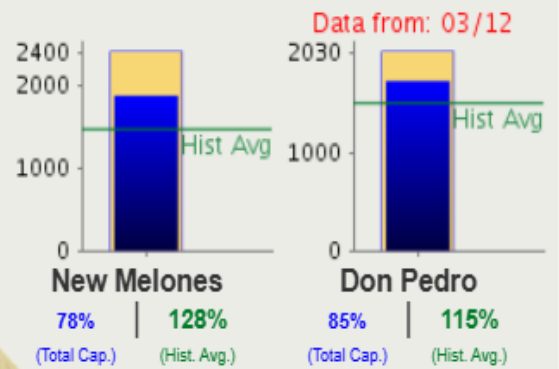
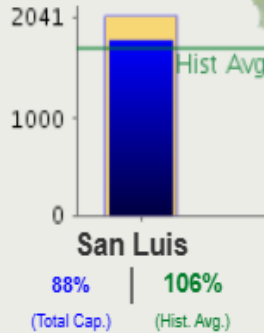
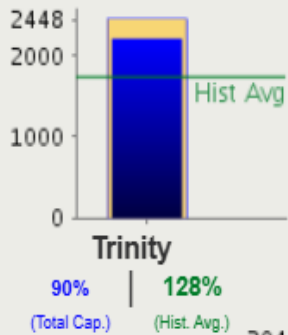
Change Date:



LEGEND

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

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



[Click to download printable version of current data.](#)

Report Generated: 16-Mar-2026 10:26 AM

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

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

	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25
1	1.172	1.116	0.945	1.009	0.789	0.525	0.000	0.319	0.534	0.579	0.909	0.988
2	1.236	1.115	1.070	0.980	0.670	0.507	0.000	0.583	0.610	0.640	0.939	1.066
3	1.193	1.104	1.065	1.036	0.787	0.284	0.000	0.510	0.539	0.600	0.933	1.083
4	1.236	1.049	1.075	0.971	0.845	0.000	0.225	0.509	0.626	0.718	0.747	1.044
5	1.236	1.183	1.012	0.968	0.783	0.000	0.000	0.449	0.556	0.664	1.081	1.101
6	1.162	1.105	1.125	0.927	0.767	0.000	0.000	0.495	0.517	0.764	0.904	1.054
7	1.121	1.210	1.000	0.981	0.861	0.000	0.001	0.505	0.588	0.845	0.993	1.100
8	1.236	0.955	0.933	0.991	0.836	0.000	0.191	0.428	0.612	0.719	0.941	0.916
9	1.237	1.236	1.105	0.917	0.766	0.021	0.390	0.522	0.579	0.839	1.103	1.103
10	1.173	1.054	0.981	0.971	0.635	0.296	0.468	0.563	0.674	0.769	1.059	1.103
11	1.236	0.972	1.125	0.930	0.788	0.317	0.496	0.510	0.622	0.979	0.799	1.102
12	1.237	1.168	0.927	0.898	0.668	0.416	0.504	0.497	0.661	0.692	1.013	1.044
13	1.088	1.051	1.125	0.899	0.419	0.000	0.590	0.517	0.511	0.834	0.937	1.103
14	1.052	1.171	0.965	0.879	0.743	0.000	0.504	0.449	0.561	1.077	1.046	1.101
15	1.138	1.078	0.916	0.919	0.717	0.000	0.554	0.437	0.497	0.761	1.047	1.041
16	1.128	1.206	0.985	1.084	0.645	0.000	0.562	0.499	0.530	1.030	0.967	1.087
17	1.202	1.000	0.982	1.038	0.693	0.000	0.523	0.527	0.648	0.798	0.898	1.104
18	1.084	1.000	1.049	1.060	0.781	0.000	0.438	0.534	0.449	0.911	0.996	1.109
19	1.237	1.129	0.924	0.913	0.704	0.000	0.617	0.492	0.634	0.852	1.104	1.102
20	1.072	1.071	1.072	0.976	0.670	0.000	0.587	0.512	0.462	0.778	1.063	1.035
21	1.079	1.140	0.949	0.984	0.659	0.000	0.537	0.493	0.673	1.104	1.104	0.933
22	1.237	1.028	0.917	1.001	0.591	0.000	0.644	0.570	0.785	0.821	1.102	0.985
23	1.138	1.085	0.964	0.968	0.661	0.000	0.519	0.547	0.449	1.005	1.101	1.103
24	1.236	1.019	1.018	1.018	0.353	0.000	0.624	0.533	0.820	0.839	0.945	1.101
25	1.078	0.960	1.080	0.988	0.721	0.000	0.614	0.555	0.581	1.004	0.926	0.959
26	1.236	1.187	0.944	1.036	0.559	0.000	0.502	0.580	0.760	0.802	1.086	1.101
27	0.896	0.993	0.943	0.841	0.535	0.000	0.609	0.551	0.673	0.701	1.057	1.023
28	1.236	1.225	1.001	0.999	0.618	0.000	0.567	0.539	0.670	0.770	1.104	1.048
29	1.027	0.987	0.933	0.918	0.596	0.000	0.569	0.610	0.424	1.036	0.964	
30	1.080	1.125	0.933	0.906	0.488	0.000	0.547	0.593	0.981	1.103	1.101	
31	0.111	1.018		0.801		0.000	0.513		0.702		1.102	

TOTAL 34.8280 33.7419 30.0595 29.8065 20.3435 2.3667 12.8939 14.2203 18.7220 24.3008 31.1439 31.7018

Jul-24 to Jan-25 at \$2780.00/MG 164.0400 MG
Feb-25 to Jun-25 at \$2960.00/MG 120.0888 MG
GRAND TOTAL: 284.1288 MG

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

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

MONTHLY WELL NUMBERS

Million Gallons (MG)

DATE	GLEN PARK	STONECREEK
03/01/26	0.5260	0.0000
03/02/26	0.5486	0.0186
03/03/26	0.5697	0.0000
03/04/26	0.5529	0.0180
03/05/26	0.5878	0.0000
03/06/26	0.5234	0.0180
03/07/26	0.5641	0.0000
03/08/26	0.6974	0.0000
03/09/26	0.6793	0.0186
03/10/26	0.6948	0.0000
03/11/26	0.6946	0.0186
03/12/26	0.7010	0.0000
03/13/26	1.0933	0.0189
03/14/26	0.7543	0.0000
03/15/26	0.6963	0.0000
03/16/26	0.9283	0.0184
03/17/26	0.7491	0.0000
03/18/26		
03/19/26		
03/20/26		
03/21/26		
03/22/26		
03/23/26		
03/24/26		
03/25/26		
03/26/26		
03/27/26		
03/28/26		
03/29/26		
03/30/26		
03/31/26		
Totals	11.5609	0.1291
Combined Totals		11.69

DIABLO WATER DISTRICT
March 25, 2026 Board Meeting
Item Number 13

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.
- During the Board Meeting on December 10, 2025, Director Tiernan requested an update on developments that will bring the District's water system through South Oakley. In response to this request, the attached slides will be presented to the Board summarizing the status and future plans for the District's expansion of water mains into the southern part of its service area.

RECOMMENDATION:

Discuss.

Dan Muelrath

Dan Muelrath
General Manager

Attachments: Construction List
South Oakley Future Development Presentation



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 Installation 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%
9426 - Delta Coves Marina - Fire Services	West Wind Place, Bethel Island	Commercial	Three 1-1/2" Irrigation Services; Five 2" services for the Docks	Waiting for Plan Revisions and As-Builts	Board Approved	--	98%
9426 - Delta Coves Marina - Cottages - Pulte Homes	West Wind Place, Bethel Island	Subdivision/Condos	64 Services (1" for fire sprinklers) and Two 1 1/2" Irrigation Services	Punchlist Items Complete: Awaiting As-Builts	Board Approved	--	98%
CIP 280	Laurel Rd at O' Hara	Road Widening	1 Irrigation Connection	Waiting for As-Builts	FIA Not Required- only 1 service	--	98%
9307 - Summer Lake North- Backbone	North of E. Cypress Road; East of Bethel Island Road	Subdivision	Backbone Infrastructure for Future Subdivisions; Services for Irrigation	Finalizing Punchlist Items	Board Approved	RW, GWMW, CN	97%
9615 Machado Lane - Cosetti Property	APNs 033-190-003 & 033-190-004	Subdivision	76 Lots (1" services for fire sprinklers)	Finalizing Punchlist Items	Board Approved	--	97%
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)	Working through Punchlist; waiting for As-Builts	Board Approved	RW, GWMW, CN	97%
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)	Working through Punchlist; waiting for As-Builts	Board Approved	RW, CN	97%
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)	Waiting for Cathodic Protection and As-Builts	Board Approved	RW, CN	97%

Notes:

RW = Project identified to install recycled water piping system.

GWMW = Project to install one or more groundwater monitoring wells.

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

Development Status Report

Project Description	Location	Type of Project	Number and Size of Connections	Project Status	FIA Status	Additional Notes (see footer for detail)	Percent Facilities Installation Complete
Oakley Shops at Laurel Field	Laurel Rd at O' Hara	Commercial/Safeway	1-1.5", 1-2", 1-3" domestic services; 1-1.5" irrigation service; 2-8" fire services	Completing GIS files and Record Drawings	Board Approved	--	97%
8760 - Stonewood 1B	West of Rose Ave; south of Longhorn Way; North of Carpenter Road	Subdivision	133 Lots (1" services for fire sprinklers)	Awaiting Record Drawings	Board Approved	GWMW	97%
9622 Summer Lake North Phase 1 Village 7	North of E. Cypress Road; East of Bethel Island Road	Subdivision	86 Lots (1" services for fire sprinklers)	Awaiting CP Reports, GIS files and Record Drawings	Board Approved	RW, GWMW, CN	95%
9614 Sellers Avenue	South of E. Cypress Road; West of Sellers Avenue	Subdivision	77 Lots (1" services for fire sprinklers)	Working through Punchlist; waiting for As-Builts and Test Reports	Board Approved	--	93%
Emerson Ranch Commercial - Phase 1	Cypress Road at Sellers Avenue	Commercial	One 2" domestic, one 1" irrigation, and one 8" fire services	Construction Underway; passed pressure and Bac-T testing	Board Approved	--	80%
8787 Rosewood Subdivision	4073 Rose Avenue, Oakley	Subdivision	61 Lots (1" services for fire sprinklers)	2nd pressure test passed; awaiting Bac-T results	Board Approved	--	75%
9557 Burroughs Property	E. Cypress Road & Knightsen Avenue	Subdivision	208 Lots (1" services for fire sprinklers)	Construction Underway; waiting to start 2nd pressure test	Board Approved	GWMW	70%
CIP 247	E. Cypress Road, East of Knightsen Avenue	Road Widening/ Realignment	1 Irrigation Connection and Extension of 20" Waterline	First Pressure Test Passed. Waiting for final construction activities	FIA Planned for Upcoming Board Meeting	--	65%
9618 Summer Lake North Phase 1 Village 3	North of E. Cypress Road; East of Bethel Island Road	Subdivision	54 Lots (1" services for fire sprinklers)	Construction Underway	Board Approved	RW, CN	60%
9621 Summer Lake North Phase 1 Village 6	North of E. Cypress Road; East of Bethel Island Road	Subdivision	55 Lots (1" services for fire sprinklers)	Construction Underway; 2nd pressure test upcoming	Board Approved	RW, CN	60%

Notes:

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

Development Status Report

Project Description	Location	Type of Project	Number and Size of Connections	Project Status	FIA Status	Additional Notes (see footer for detail)	Percent Facilities Installation Complete
Live Oak Industrial Park	Live Oak Avenue; between Main St and Oakley Rd	Industrial Facilities; 8 buildings	8 Buildings (4-1" potable services; 1-1" irrigation service; 1-8" fire service)	Submittal review complete; Starting construction	Board Approved	--	40%
CIP 310	E. Cypress Road, Canal Crossing to Jersey Island Rd	Road Widening/ Realignment	No Connections	Construction Underway	Future Board Meeting	--	25%
CIP 302	E. Cypress Road, East of Jersey Island Rd	Road Widening/ Realignment	No Connections	Submittal Reviews Underway	Future Board Meeting	--	10%
9620 Summer Lake North Phase 1 Village 5	North of E. Cypress Road; East of Bethel Island Road	Subdivision	79 Lots (1" services for fire sprinklers)	Waiting for Project Start Date	Board Approved	RW, CN	0%
8803 - Brownstone (Clyde Miles Construction)	Brownstone Road, Oakley	Subdivision	50 Lots (1" services for fire sprinklers)	Waiting to start Submittal Review	Board Approved	GWMW	0%
6013 - BIRS Bethel Island Res. & Pump Station	Delta Coves Project, Bethel Island	Reservoir & Pump Station for Delta Coves	No Connections	Under Design and DWD Plan Review	Future Board Meeting	CN	0%
637 Brownstone Road	APN 034-170-006; Brownstone Rd; east of O'Hara Ave.	Subdivision	Pending	On Hold	Future Board Meeting	--	0%
6610 - Spinnaker Cove	Cypress Road to Sandmound Blvd	Subdivision	Pending	Planning Stage	Future Board Meeting	--	0%
8807 - Villa Grove	2080 O'Hara Avenue	Subdivision	35 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	--	0%
9088 - Cedarwood	4192 Live Oak Avenue (Near Knox Lane)	Subdivision	34 Lots (1" services for fire sprinklers)	City Planning Stage	Future Board Meeting	--	0%

Notes:

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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 Installation Complete
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 APN 032-082-001; East	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)	of Jersey Island Road; North of East Cypress Road	Subdivision	276 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	RW, GWMW, CN	0%
9404 - Leshner Property (Part of Cypress Preserve)	Northwest corner of Bethel Island & East Cypress Road	Subdivision	1056 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	RW, GWMW, CN	0%
9488 Castro Property	East side of Machado Ln; South of East Cypress Road	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	21 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	--	0%
9537 - 2480 Oakley Road	2480 Oakley Road, near Live Oak Avenue, Oakley	Subdivision	22 Lots (1" services for fire sprinklers)	City Planning Stage/On Hold	Future Board Meeting	--	0%
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%
9624 Grand Cypress Preserve Ph. 1 Village 1 R-21	South of E. Cypress Road; West of Bethel Island Road	Subdivision	83 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	RW, GWMW, CN	0%
9625 Grand Cypress Preserve Ph. 1 Village 1 R-22	South of E. Cypress Road; West of Bethel Island Road	Subdivision	111 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	RW, GWMW, CN	0%

Notes:

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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 Installation Complete
9626 Grand Cypress Preserve Ph. 1 Village 1 R-25	South of E. Cypress Road; West of Bethel Island Road	Subdivision	65 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	RW, GWMW, CN	0%
9627 Grand Cypress Preserve Ph. 1 Village 1 R-26	South of E. Cypress Road; West of Bethel Island Road	Subdivision	78 Lots (1" services for fire sprinklers)	Under DWD Plan Review	Future Board Meeting	RW, GWMW, CN	0%
Brownstone and Main Commercial Development	Brownstone and Main Street	Commercial/ Restaurant/ Retail/Car Wash	Pending	City Planning Stage/On Hold	Future Board Meeting	GWMW	0%
East Cypress Road Precise Alignment (Part of Cypress Preserve)	East Cypress Road; Between Knightsen Ave. and Bethel Island Road	Subdivision	Pending	Under DWD Plan Review	Future Board Meeting	--	0%
IBN Sina Community Center	Oakley Road and Neroly Road	Public Assembly/Residential	Pending	City Planning Stage/On Hold	Future Board Meeting	--	0%
Live Oak and Main Street	Live Oak Avenue and Main Street	Subdivision	49 Lots (1" services for fire sprinklers)	City Planning Stage/On Hold	Future Board Meeting	--	0%
Oakley Village	West of Sellers Road	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%

Notes:

RW = Project identified to install recycled water piping system.

GWMW = Project to install one or more groundwater monitoring wells.

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Diablo Water District

Board Update: Future District Expansion into Southern Sphere of Influence



Bill Brick
District Engineer

March 25, 2026



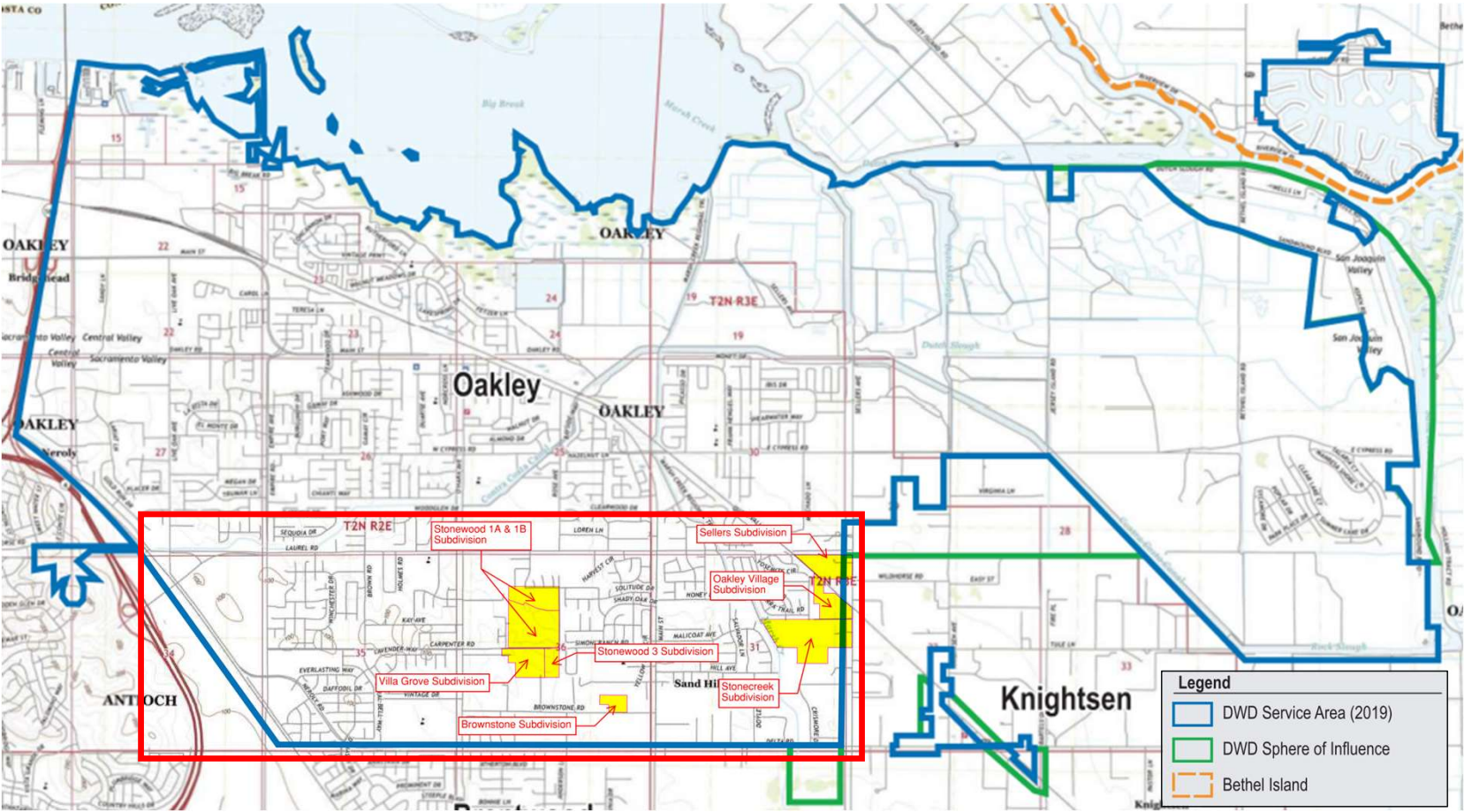


Agenda

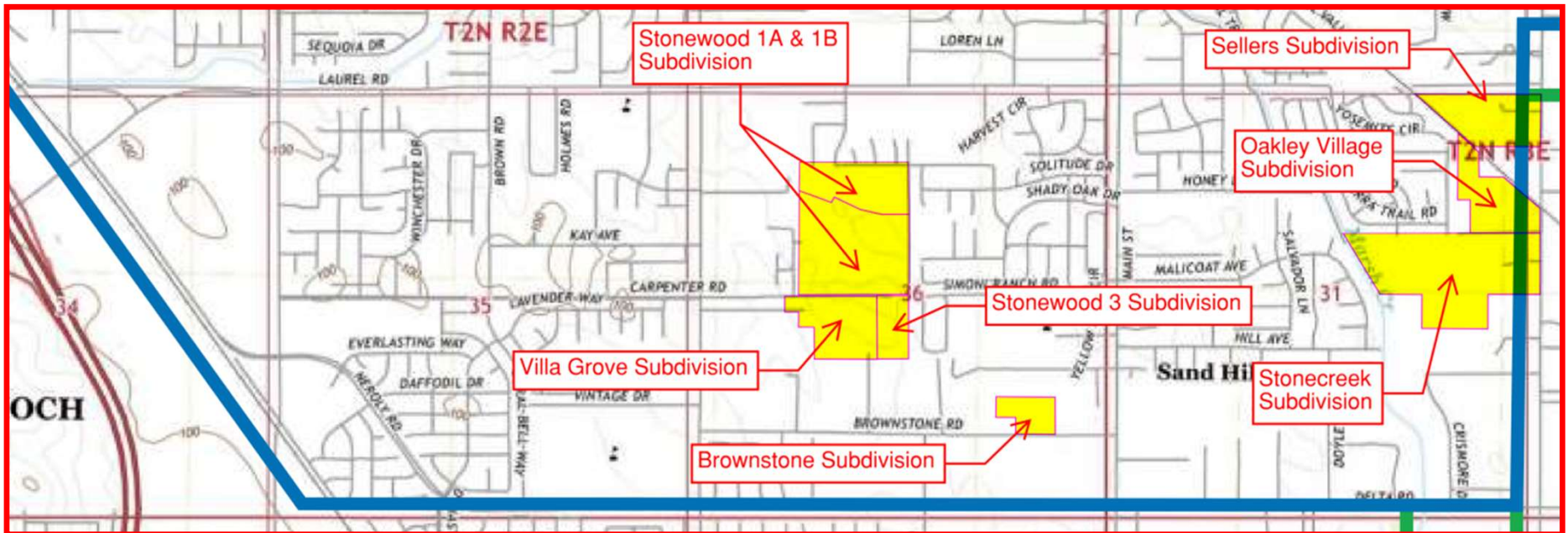
1. DWD Future Expansion into Southern Service Area
2. DWD and CCWD Connection Fees



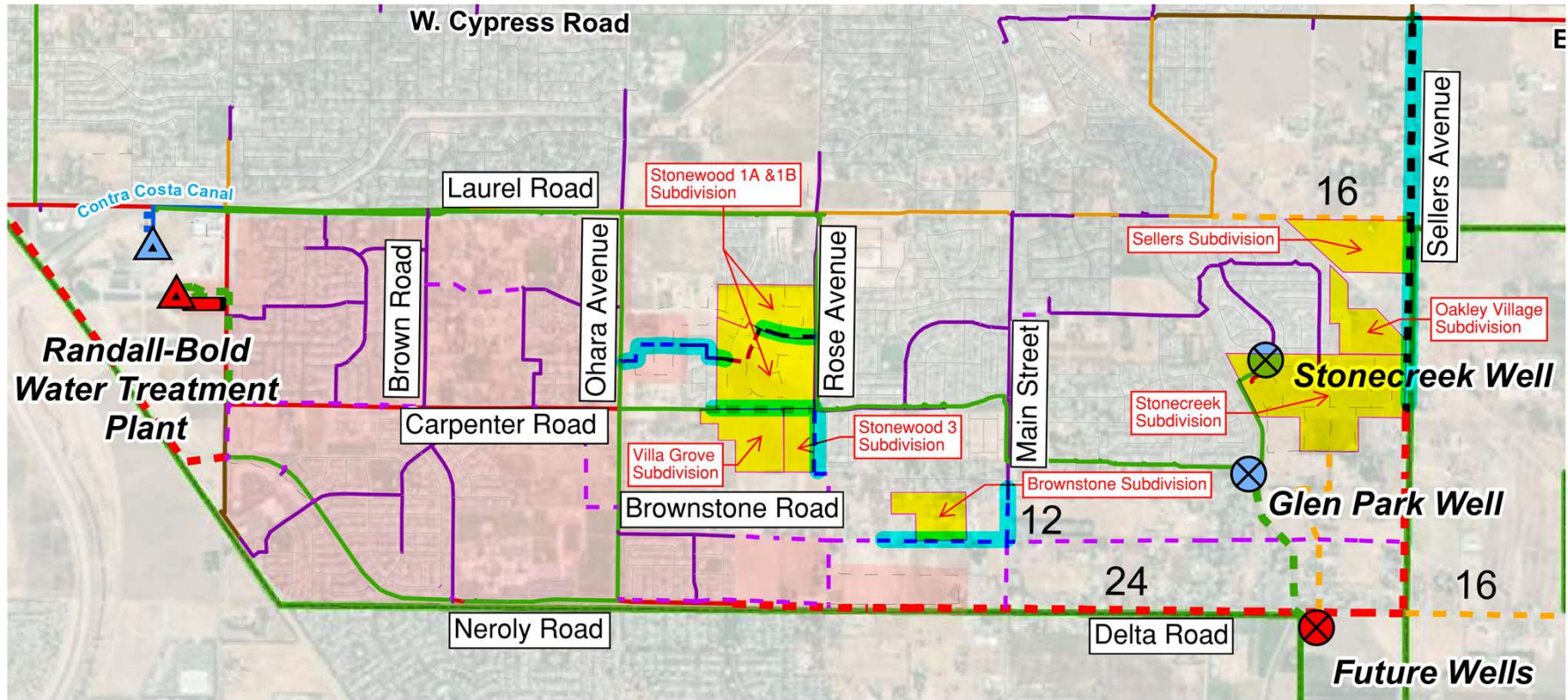
DWD Future Expansion into Southern Service Area



DWD Future Expansion into Southern Service Area



DWD Future Expansion into Southern Service Area





DWD and CCWD Connection Fees

- Connection Fees (per 5/8" Meter):
 - DWD
 - West of Jersey Island Road FRC = \$13,247
 - MERA = \$1,613
 - CCWD
 - FRC = \$5,821 (approx.)
- TOTAL = \$20,681

FRC = Facility Reserve Charge
MERA = Main Extension Reimbursement Assessment



DIABLO WATER DISTRICT
March 25, 2026 Board Meeting
Item Number 14

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
March 25, 2026 Board Meeting
Item Number 15



TO: Each Director
FROM: Dan Muelrath, General Manager
SUBJECT: Directors' Reports.

Representative assignments verbal reports:

Monthly:

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

As needed:

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

Ad hoc reports:

- Report as needed

Other:

- Report as needed

RECOMMENDATION:

Discuss.

Dan Muelrath

Dan Muelrath
General Manager



DIABLO WATER DISTRICT
March 25, 2026 Board Meeting
Item Number 16

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

April 22, 2026	
Regulation 8	Action
Budget Planning Workshop	Discussion
Urban Water Management Plan Update	Discussion
Customer Service Survey Results	Discussion
Regulations 4, 5, 6 and 7	Discussion
May 27, 2026	
Urban Water Management Plan Update	Public Hearing/Action
Well Systems Prop 218	Action
Draft Budget Presentation	Discussion
Spring Groundwater Level Update	Discussion
June 10, 2026	
Final Budget Approval	Action
Annual Board Write-Offs	Action
Ordering Even-Year Board of Directors Election; Consolidation of Elections	Action
Other Items	
Cross-Connection Control Plan Update	Once Approved by State
Sub-Awardee Approval for Recycled Water Grant via EPA / Ironhouse	TBD

