



87 Carol Lane
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www.diablowater.org

Directors:
Edward Garcia
President

John H. de Fremery
Vice President

Kenneth L. Crockett
Enrico Cinquini
Paul Seger

*General Manager
& Secretary:*
Daniel Muelrath

General Counsel:
Jeffery D. Polisner

AGENDA

The Regular Meeting of the Board of Directors of Diablo Water District will be held on Wednesday, March 27, 2019, 7:30 p.m. at the District's office, 87 Carol Lane, Oakley, California.

The District's agendas and supporting documents are available at the District's Office located at 87 Carol Lane, Oakley, California, or by calling Christine Belleci at (925) 625-0588. A fee may be charged for copies.

If you have a special accommodation needs to attend the meeting, please provide at least two (2) working days notice prior to the meeting by calling Christine Belleci at (925) 625-0588.

- 1 - **Pledge of Allegiance.**
- 2 - **Public Input. (Anyone present may address the Board of Directors on any subject within the jurisdiction of Diablo Water District. This need not be related to any item on the Agenda.)**
- 3 - **Approval of Minutes of the Regular Meeting of February 27, 2019.**

Staff Recommendation: Approve Minutes.
- 4 - **Consideration of Claim by Courtney Kellogg to Waive District's Delinquent Account Fee.**

Staff Recommendation: Deny Claim.

5 - Public Hearing for By-Division Elections Pre-Map Creation.

Staff Recommendation: Receive presentation and conduct public hearing.

6 - Authorization to Execute Agreement with Mann, Urrutia, Nelson Certified Public Accounts & Associates, Limited Liability Partnership to Perform Fiscal Year 2018/19 Audit, in the Amount of \$31,000.

Staff Recommendation: Authorize the General Manager and Board President to Execute the Engagement Letter with Mann Urrutia Nelson CPAs & Associates for the Fiscal Year 2018/19 Audit, in the Amount of \$31,000.

7 - Santiago Island Village Local Agency Formation Commission Indemnification Agreements.

Staff Recommendation: Authorize the General Manager to execute the LAFCO Indemnification Agreements for the sphere of influence amendment and annexation of Santiago Island Village.

8 - Resolution Number 2019 - 4 Authorizing Adoption of the 2018 Contra Costa County Hazard Mitigation Plan.

Staff Recommendation: Adopt Resolution Number 2019 - 4.

9 - Authorization to Execute Facilities Installation Agreement with Louis L. and Theresa J. Pool for the Eight-Inch Main Line Extension to Parcel D on Daniel Drive Within Minor Subdivision 14-978, Bella Estates, and Two One-Inch Services, Oakley.

Staff Recommendation: Authorize the General Manager to Execute the Agreement

10 - Discussion Items and Reports.

General Manager

- Water Supply Charts

General Counsel

Engineer

- Delta Coves

Comments of Directors

11 - Financial Reports.

- Approval of Warrant Register Numbers 2019-3 and 2019-3A.
- Receive Monthly Financial Statements.

12 - Next Meeting of the Board of Directors.

April 24, 2019

13 - Adjournment.

Posted this 22nd day of March 2019.

Dan Muelrath

Dan Muelrath, General Manager/Secretary

**MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS OF
DIABLO WATER DISTRICT
HELD ON FEBRUARY 27, 2019**

The regular meeting of the Board of Directors of Diablo Water District (District) was called to order by President Garcia, at the District's office, 87 Carol Lane, Oakley, California at 7:30 p.m. on February 27, 2019.

ROLL CALL

Directors Present:	Garcia, de Fremery, Crockett (via phone), Cinquini, Seger
Directors Absent:	None
Staff Present:	Dan Muelrath, General Manager
General Counsel:	Jeffrey Polisner
Consultant:	Bill Brick (CDM), District Engineer
Others Present:	Dawn Morrow (Ironhouse Sanitary District – Director)

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mr. Brick.

PUBLIC INPUT

None.

**APPROVAL OF MINUTES OF THE REGULAR MEETING OF
JANUARY 23, 2019**

President Garcia entertained objections to a motion to adopt the minutes. No objections were noted, therefore the routine motion was adopted.

**RESOLUTION 2019 – 3 OF THE BOARD OF DIABLO WATER DISTRICT
AUTHORIZING THE GENERAL MANAGER TO EXECUTE AND SUBMIT THE
STATE WATER RESOURCES CONTROL BOARD'S AUTHORIZING RESOLUTION
FOR STATE REVOLVING FUNDS FOR SANTIAGO ISLAND VILLAGE WATERLINE
PROJECT**

Director Seger inquired about how this project fits into the bigger picture of bringing District water to the rest of Bethel Island. In regards to the physical infrastructure for this project, General Manager Muelrath stated this project is independent of the larger project. However, it is related from a grant funding standpoint, as this project is a pilot project for the potential future grant funding of additional infrastructure on Bethel Island.

Director Seger also inquired about grant funding eligibility, limitations regarding potential increases to property value, and cost sharing. General Manager Muelrath responded that since Santiago Island Village (and all of Bethel Island) is considered a disadvantaged community that there is no cost sharing and grants will cover 100% of the cost involved. Staff will follow-up with Contra Costa Water District regarding the grant they are seeking through Department of Water Resources.

It was moved by Vice President de Fremery, seconded by Director Seger to approve Resolution 2019 - 3.

AYES:	Garcia, de Fremery, Cinquini, Crockett, Seger
NOES:	None
ABSTAIN:	None

DISCUSSION ITEMS AND REPORTS

GENERAL MANAGER

General Manager Muelrath reviewed the handouts in the agenda packet regarding the Tentative Timeline for District Based Elections and Water Supply Charts.

GENERAL COUNSEL

General Counsel Polisner reported that the Board had received one claim for relief of the District's Regulations regarding delinquent and late fees, which will be agendized for consideration at the March meeting.

ENGINEER

District Engineer Brick provided an update on Delta Coves and an overview of the upcoming Cypress Preserve project.

COMMENTS OF DIRECTORS

None.

FINANCIAL REPORTS.

A.) APPROVAL OF WARRANT REGISTER NUMBERS 2019-2 AND 2019-2A.

It was moved by Vice President de Fremery, seconded by Director Seger, and unanimously carried to approve Warrant Register Numbers 2019 – 2 and that warrants numbered 49218 through 49296 be issued as thereon indicated.

It was moved by Director Cinquini, seconded by Vice President de Fremery, and carried by the following vote to approve Warrant Register Number 2019 – 2A and that warrants numbered 49297 through 49343 be issued as thereon indicated.

AYES:	Garcia, de Fremery, Cinquini, Seger
NOES:	None
ABSTAIN:	Crockett

B.) RECEIVE MONTHLY FINANCIAL STATEMENTS.
Received.

NEXT MEETING OF THE BOARD OF DIRECTORS

The next meeting of the Board of Directors is scheduled for March 27, 2019.

ADJOURNMENT

It was moved by Director Crockett, seconded by Director Cinquini, and unanimously carried to adjourn the meeting at 8:02 p.m.

Respectfully submitted,

Dan Muelrath, Secretary

DIABLO WATER DISTRICT

March 27, 2019 Board Meeting

Item Number 4

TO: Each Director

FROM: Dan Muelrath, General Manager

SUBJECT: Consideration of Claim by Courtney Kellogg to Waive District's Delinquent Account Fee.

During the month of February, the following item was elevated to the General Manager's office. A decision to follow District policy was enforced, however, Mr. Kellogg is appealing the staff decision to the Board.

Information below is being provided for your information.

- Mr. Kellogg's appeal letter is attached.
- General Manager did not waive District Regulation No. 1 Section 3.b. "Delinquent Accounts" which reads:

Delinquent Accounts - Payment for water service is due upon receipt. If a bill is not paid by the twenty-fifth day after it is mailed by the District, five percent 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.

- Over the 15 year life of Mr. Kellogg's account, the total bill amount is routinely under paid, so per Regulation No. 1 Section 3.b., a 5% charge is added to the unpaid balance. Typical monthly delinquent charge is approximately \$2.75, for a lifetime account total of \$512.00.

RECOMMENDATION:

Deny Claim.

Dan Muelrath

Dan Muelrath
General Manager

**DIABLO WATER
DISTRICT**

FEB 25 2019

RECEIVED

RE : 415 Bayview dr Oakley Ca

Water Service Late Fees

Water Board

February 21 2019

Dear Water Board Members

My name is Courtney Kellogg , owner of 415 Bayview dr , Oakley ca. Im writing you to see what WE can All do regarding my \$500 I have paid the Water District in late fee's.

This is crazy amount and would like this to end. You have generated over \$55,000 in Collection of late fees.

Im a California Teacher and support my Family on one income. I have always paid my water service , just maybe didn't pay the full amount. Being one income house hold , Im sorta on a budget.

It is very disrespectful and annoying to get harassed by your employees " Giving a Courtesy Call" I still have a balance , but its ALL LATE Fee's.

Im very upset / frustrated that I have given you over \$500 in late fees. Please give me a break, I don't care what type of break you decide. Credit or discount or????

Thanks for your Time.

Courtney Kellogg

925 752-4884 cell

Courtney Kellogg

DIABLO WATER DISTRICT
March 27, 2019 Board Meeting
Item Number 5

TO: Each Director

FROM: Dan Muelrath, General Manager

SUBJECT: Public Hearing for By-Division Elections Pre-Map Creation.

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

The District's demographer (Cooperative Strategies) will provide an overview of the map creation process. Once this is complete, input will be sought from the Directors and public on possible area boundaries.

RECOMMENDATION:

Receive presentation and conduct public hearing.

Dan Muelrath

Dan Muelrath
General Manager

Attached: Public hearing presentation
Public hearing announcement published in Oakley Press



**COOPERATIVE
STRATEGIES**
COMPLETE FINANCIAL & DEMOGRAPHIC PLANNING FOR EDUCATION

DIABLO WATER DISTRICT

VOTING AREA PROCESS

MARCH 27, 2019



BACKGROUND

WHAT IS THE CALIFORNIA VOTING RIGHTS ACT ("CVRA")?

- Took effect January 1, 2003.
- Prohibits the use of "at-large" elections when such an election system:

"impairs the ability of a protected class to elect candidates of its choice or its ability to influence the outcome of an election...."

-(Elections Code §14027.)

- The Board has taken action to adopt a resolution initiating the transition from at-large to by-area elections.



VOTING AREA PROCESS

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



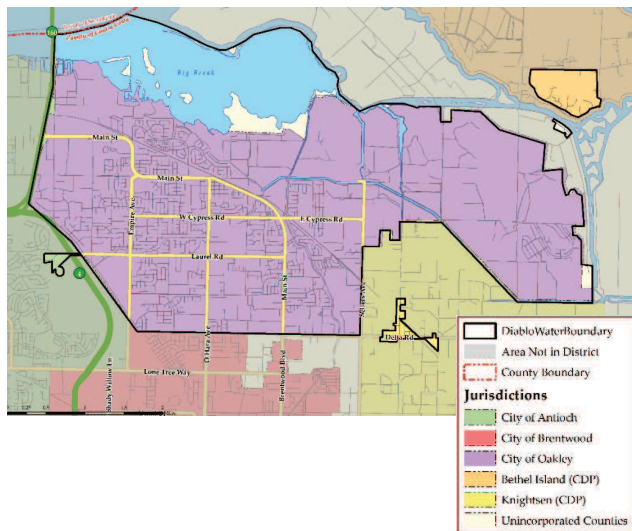
CONSIDERATIONS IN VOTING AREAS

- ✓ Each area shall contain nearly equal number of inhabitants
- ✓ Follow man-made and natural geographic features, as much as possible
- ✓ Drawn to comply with the Federal Voting Rights Act
- ✓ Respect incumbency, if possible
- ✓ Compact and contiguous, as much as possible
- ✓ Other local considerations
- ✓ Respect communities of interest, as much as possible



DISTRICT DEMOGRAPHICS

2010 CENSUS DATA



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

DIABLO WATER DISTRICT

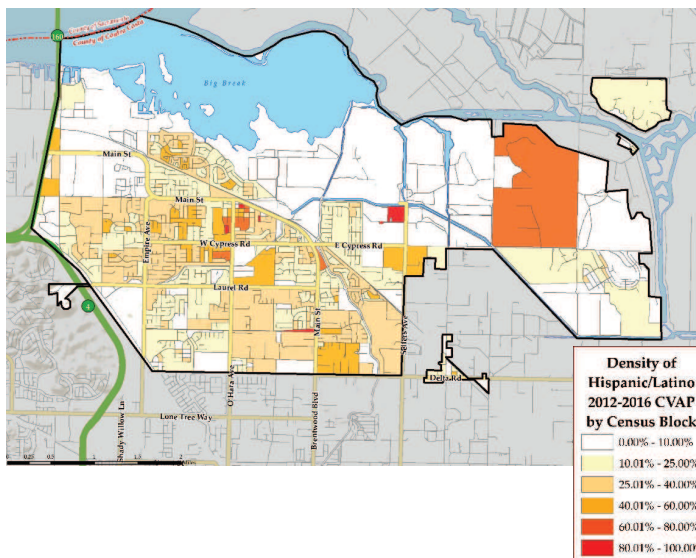
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DISTRICT DEMOGRAPHICS

CITIZEN VOTING AGE POPULATION ESTIMATES

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

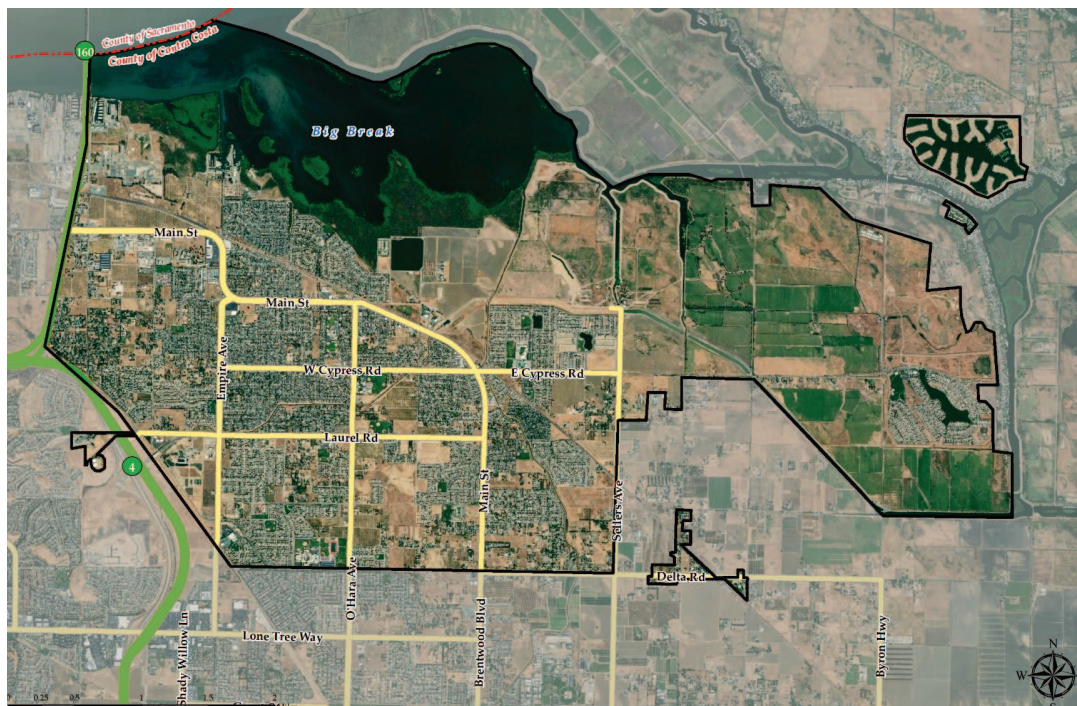


DIABLO WATER DISTRICT

5



HOW SHOULD LINES BE DRAWN?



DIABLO WATER DISTRICT

6



PRE-MAP PUBLIC HEARING

EXAMPLES OF FEEDBACK FOR MAPPING PROCESS

"I would like to keep Neighborhood X and Neighborhood Y in the same voting area..."

DIABLO WATER DISTRICT

7



PRE-MAP PUBLIC HEARING

EXAMPLES OF FEEDBACK FOR MAPPING PROCESS

I think:

- Main Street
- West Cypress Road
- Laurel Road

... may make sense as a voting area boundary because ...

- It keeps communities together
- It provides good representation



QUESTIONS



Public Hearing for Area Elections Pre-Map Creation

March 27, 2019 @ 7:30pm

Diablo Water District (DWD) is moving from an at-large Director election to a by-division Director election. As part of the process, DWD is seeking public input for the creation of by-division voting area. To participate please submit suggestions via mail to: Diablo Water District, Attn: General Manager, PO Box 127, Oakley, CA 94561 or attend the public hearing in person on March 27, 2019 @ 7:30pm at 87 Carol Lane, Oakley.

DIABLO WATER DISTRICT

March 27, 2019 Board Meeting

Item Number 6

TO: Each Director

FROM: Dan Muelrath, General Manager

SUBJECT: Authorization to Execute Agreement with Mann Urrutia Nelson Certified Public Accountants & Associates, Limited Liability Partnership to Perform Fiscal Year 2018/19 Audit, in the Amount of \$31,000.

Staff is anticipating the fiscal year 2018/19 interim field work to take place in mid-May. The final field work will occur after the June 30th closing of the fiscal year; with the final audit results being presented to the Board in late 2019.

RECOMMENDATION:

Authorize the General Manager and Board President to Execute the Engagement Letter with Mann Urrutia Nelson CPAs & Associates for the Fiscal Year 2018/19 Audit, in the Amount of \$31,000.

Dan Muelrath

Dan Muelrath
General Manager

Attached: 2019 Engagement Letter



MANN • URRUTIA • NELSON CPAs & ASSOCIATES, LLP
GLENDALE • ROSEVILLE • SACRAMENTO • SOUTH LAKE TAHOE • KAUAI, HAWAII

February 20, 2019

To the Board of Directors and Management
Diablo Water District
87 Carol Lane
Oakley, California 94561

We are pleased to confirm our understanding of the services we are to provide Diablo Water District for the year ended June 30, 2019. We will audit the statement of net position, statements of revenues, expenses, and changes in net position, and cash flows, including the related notes to the financial statements, which collectively comprise the basic financial statements of Diablo Water District as of and for the year ended June 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Diablo Water 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 Diablo Water District's RSI in accordance with auditing standards generally accepted in the United States of America. 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 evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles 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 Plan's Net Pension Liability
- 3) District's Contributions to the Cost Sharing Defined Benefit Pension Plan
- 4) Schedule of Changes in the Net OPEB Liability and Related Ratios

We have also been engaged to report on supplementary information other than RSI that accompanies Diablo Water 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 auditing standards generally accepted in the United States of America, 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) Schedules of Cash and Investments Available for Operations
- 2) Schedules of Debt Service Net Revenue Coverage

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to 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. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America 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 the accounting records of Diablo Water District and other procedures we consider necessary to enable us to express such opinions. 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 of Diablo Water District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. 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 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 include a paragraph that states (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 paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Diablo Water 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.

Audit Procedures—General

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. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. 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 abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting 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 a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards 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, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. 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 generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including 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. 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*.

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 Diablo Water 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*.

Other Services

We will also assist in preparing the financial statements and related notes of Diablo Water District in conformity with U.S. generally accepted accounting principles based on information provided by you, and we will prepare and submit the Annual Report of Financial Transactions to the State Controllers Office. 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.

Management Responsibilities

Management is responsible 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, including 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 U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. 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, (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.

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 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, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. 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 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.

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 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.

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 provide copies of our reports to Diablo Water 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 Mann, Urrutia, Nelson, CPAs & Associates, 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 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 Mann, Urrutia, Nelson, CPAs & Associates, 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 a regulatory agency. 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 these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$28,500 for the audit services and \$2,500 for the State Controller's Financial Transaction 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 60 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.

Client (Diablo Water District) and accountant (Mann, Urrutia Nelson, CPAs & Associates, LLP) both agree that any dispute over fees charged 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.

We appreciate the opportunity to be of service to Diablo Water 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 enclosed copy and return it to us.

Very truly yours,

A handwritten signature in blue ink that reads "Mann Urrutia Nelson, CPAs". The signature is written in a cursive, flowing style.

Mann, Urrutia, Nelson, CPAs & Associates, LLP

RESPONSE:

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

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

DIABLO WATER DISTRICT

March 27, 2019 Board Meeting

Item Number 7

TO: Each Director

FROM: Dan Muelrath, General Manager

SUBJECT: Santiago Island Village Local Agency Formation Commission
Indemnification Agreements

Contra Costa Local Agency Formation Commission (LAFCO) requires applicants seeking sphere of influence amendments and reorganizations (annexations) to indemnify LAFCO. In the event that legal actions or proceedings are instituted against LAFCO, in regard to the sphere of influence and annexation of Santiago Island Village, the indemnification agreement provides relief to LAFCO.

The District's request for the sphere amendment was approved by LAFCO in February and the annexation is scheduled for vote at their April meeting.

Attached:

- Agreement Between Contra Costa Local Agency Formation Commission and Diablo Water District Regarding Sphere of Influence Amendments to Contra Costa Water District And Diablo Water District (LAFCO 18-13)
- Agreement Between Contra Costa Local Agency Formation Commission and Diablo Water District Regarding The Santiago Island Village Reorganization: Annexation to Contra Costa Water District And Diablo Water District (LAFCO 18-14)

RECOMMENDATION:

Authorize the General Manager to execute the LAFCO Indemnification Agreements for the sphere of influence amendment and annexation of Santiago Island Village.

Dan Muelrath

Dan Muelrath
General Manager

**AGREEMENT BETWEEN
CONTRA COSTA LOCAL AGENCY FORMATION COMMISSION
AND DIABLO WATER DISTRICT
REGARDING SPHERE OF INFLUENCE AMENDMENTS TO
CONTRA COSTA WATER DISTRICT
AND DIABLO WATER DISTRICT (LAFCO 18-13)**

THIS AGREEMENT, dated this _____ day of _____ 2019, is entered into by and between the Contra Costa Local Agency Formation Commission ("LAFCO"), a public agency, and Diablo Water District ("Applicant"), special district.

Recitals

1. Applicant submitted an application for Sphere of Influence Amendments to Contra Costa Water District and Diablo Water District (LAFCO 18-13) to LAFCO.
2. LAFCO's review and/or approval is conditioned upon, among other things, Applicant and LAFCO entering into an agreement to indemnify LAFCO against any expenses arising from any legal actions challenging the application and subsequent actions.

NOW, THEREFORE, LAFCO and Applicant agree as follows:

Section 1. Indemnification. In the event any legal action or proceeding is instituted against LAFCO (or naming LAFCO as a real party in interest) challenging the review and/or approval of the application, or any of LAFCO's actions related thereto, Applicant shall indemnify LAFCO from any costs or liabilities incurred by LAFCO as a result of any such action or proceeding, including any award to opposing counsel of attorney's fees or costs. Applicant also agrees to reimburse LAFCO for the Commission's reasonable expenses resulting from any such legal action or proceeding. Such expenses include LAFCO's counsel's charges for representing LAFCO in any such action, costs of preparing the administrative record in any such action (including LAFCO staff costs), and all other expenses incurred by LAFCO as a result of any such action or proceeding.

LAFCO intends to use its staff to represent it in this action. LAFCO will coordinate the defense of this action with the Applicant. LAFCO retains the right to obtain outside counsel to represent it in litigation, if necessary. LAFCO will do so only after consultation with the Applicant.

Section 2. Miscellaneous Provisions.

- A. **Successors and Assigns.** This agreement shall apply to, bind and inure to the benefit of successors in interest of the parties hereto, including heirs, assigns, executors, administrators and all other parties, whether they succeed by operation of law or voluntary acts.
- B. **No Third-Party Beneficiaries.** This agreement is entered only for the benefit of the parties executing this agreement and not for the benefit of any other individual, entity or person.
- C. **Amendments.** This agreement may be amended in writing by the mutual agreement of the original parties or their successors in interest.

D. Applicable Law. This agreement shall be construed and enforced in accordance with the laws of the State of California.

E. Counterparts. This agreement may be executed and delivered in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CONTRA COSTA LOCAL AGENCY
FORMATION COMMISSION**

DIABLO WATER DISTRICT

LAFCO Executive Officer

Dan Muelrath, General Manager

Attest:

Form approved by LAFCO Legal Counsel

_____, District Secretary

Approved as to form:

_____, Attorney

**AGREEMENT BETWEEN
CONTRA COSTA LOCAL AGENCY FORMATION COMMISSION
AND DIABLO WATER DISTRICT
REGARDING THE SANTIAGO ISLAND VILLAGE REORGANIZATION: ANNEXATIONS TO
CONTRA COSTA WATER DISTRICT
AND DIABLO WATER DISTRICT (LAFCO 18-14)**

THIS AGREEMENT, dated this _____ day of _____ 2019, is entered into by and between the Contra Costa Local Agency Formation Commission ("LAFCO"), a public agency, and Diablo Water District ("Applicant"), special district.

Recitals

1. Applicant submitted an application for the Santiago Island Village Reorganization (LAFCO 18-14) to LAFCO.

2. LAFCO's review and/or approval is conditioned upon, among other things, Applicant and LAFCO entering into an agreement to indemnify LAFCO against any expenses arising from any legal actions challenging the application and subsequent actions.

NOW, THEREFORE, LAFCO and Applicant agree as follows:

Section 1. Indemnification. In the event any legal action or proceeding is instituted against LAFCO (or naming LAFCO as a real party in interest) challenging the review and/or approval of the application, or any of LAFCO's actions related thereto, Applicant shall indemnify LAFCO from any costs or liabilities incurred by LAFCO as a result of any such action or proceeding, including any award to opposing counsel of attorney's fees or costs. Applicant also agrees to reimburse LAFCO for the Commission's reasonable expenses resulting from any such legal action or proceeding. Such expenses include LAFCO's counsel's charges for representing LAFCO in any such action, costs of preparing the administrative record in any such action (including LAFCO staff costs), and all other expenses incurred by LAFCO as a result of any such action or proceeding.

LAFCO intends to use its staff to represent it in this action. LAFCO will coordinate the defense of this action with the Applicant. LAFCO retains the right to obtain outside counsel to represent it in litigation, if necessary. LAFCO will do so only after consultation with the Applicant.

Section 2. Miscellaneous Provisions.

A. **Successors and Assigns.** This agreement shall apply to, bind and inure to the benefit of successors in interest of the parties hereto, including heirs, assigns, executors, administrators and all other parties, whether they succeed by operation of law or voluntary acts.

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C. **Amendments.** This agreement may be amended in writing by the mutual agreement of the original parties or their successors in interest.

D. Applicable Law. This agreement shall be construed and enforced in accordance with the laws of the State of California.

E. Counterparts. This agreement may be executed and delivered in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CONTRA COSTA LOCAL AGENCY
FORMATION COMMISSION**

DIABLO WATER DISTRICT

LAFCO Executive Officer

Dan Muelrath, General Manager

Attest:

Form approved by LAFCO Legal Counsel

_____, District Secretary

Approved as to form:

_____, Attorney

DIABLO WATER DISTRICT

March 27, 2019 Board Meeting

Item Number 8

TO: Each Director

FROM: Dan Muelrath, General Manager

SUBJECT: Resolution Number 2019 - 4 Authorizing Adoption of the 2018 Contra Costa County Hazard Mitigation Plan

Staff has worked with Contra Costa County and other public agencies to prepare a new Local Hazard Mitigation Plan (LHMP). The purpose of the LHMP is to establish a partnership, to pool resources and create a uniform hazard mitigation strategy that can be consistently applied throughout the County and used to ensure eligibility for specified grant funding sources. The previous plan was adopted by the District in 2011 and by law is required to be updated periodically. Once the 2018 LHMP is approved by the Federal Emergency Management Agency (FEMA), the District will be eligible to apply for grants to reduce potential damages due to natural disasters.

The full LHMP is 1,1420 pages long and is available for viewing at:
<https://www.contracosta.ca.gov/6842/Draft-Local-Hazard-Mitigation-Plan-Update>.

Attached is the cover of Volume 1 of the LHMP and Chapter 25 from Volume 2 of the Plan which covers Diablo Water District.

RECOMMENDATION:

Adopt Resolution Number 2019 - 4.

Dan Muelrath

Dan Muelrath
General Manager

Attached – Contra Costa County Local Hazard Mitigation Plan Volume 2, DWD Chapter 25

RESOLUTION NO. 2019 – 4
A RESOLUTION OF THE BOARD OF DIRECTORS OF DIABLO
WATER DISTRICT AUTHORIZING THE ADOPTION OF THE
CONTRA COSTA COUNTY HAZARD MITIGATION PLAN

WHEREAS, all of Contra Costa County has exposure to natural hazards that increase the risk to life, property, environment and the County's economy; and

WHEREAS; pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre and post disaster hazard mitigation programs; and

WHEREAS; a coalition of Contra Costa County stakeholders with like planning objectives has been formed to pool resources and create consistent mitigation strategies to be implemented within each partners identified capabilities, within the Contra Costa County Operational Area; and

WHEREAS, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy;

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

- 1.) Adopts in its entirety, Volume I and the Diablo Water District's jurisdictional annex of Volume II, of the Contra Costa County Hazard Mitigation Plan (CCCHMP).
- 2.) Will use the adopted and approved portions of the CCCHMP to guide pre and post disaster mitigation of the hazards identified.

- 3.) Will coordinate the strategies identified in the CCCHMP with other planning programs and mechanisms under its jurisdictional authority.
- 4.) Will continue its support of the CCCHMP Steering Committee and continue to participate in the Planning Partnership as described by the CCCHMP.
- 5.) Will help to promote and support the mitigation successes of all CCCHMP Planning Partners.

* * * * *

I hereby certify that the foregoing is a true and complete copy of a resolution duly and regularly passed by the Board of Directors of Diablo Water District at a regular meeting thereof, held on March 27, 2019, by the following vote:

AYES:

NOES:

ABSENT:

DATED:

Dan Muelrath, Secretary



CONTRA COSTA COUNTY HAZARD MITIGATION PLAN

Volume 1—Planning Area-Wide Elements



Public Review Draft
August 2017



TETRA TECH

25. DIABLO WATER DISTRICT

25.1 HAZARD MITIGATION PLAN POINT OF CONTACT

Primary Point of Contact

Nacho Mendoza
Manager of Water Operations
P. O. Box 127
87 Carol Lane
Oakley, CA 94561
Telephone: 925-625-2112
e-mail Address: nmendoza@diablowater.org

Alternate Point of Contact

Wayne Weaver
Manager of Construction and Maintenance
P. O. Box 127
87 Carol Lane
Oakley, CA 94561
Telephone: 925-766-8387
e-mail Address: wwweaver@diablowater.org

25.2 JURISDICTION PROFILE

25.2.1 Overview

Diablo Water District (DWD) is a special district created in 1953 to provide water to the City of Oakley and surrounding unincorporated lands located in the northeastern corner of Contra Costa County including the Town of Knightsen, service areas of Bethel Island, Beacon West (M-26), Willow Park Marina (M-27).

A five member elected Board of Directors governs the District. The Board assumes responsibility for the adoption of this plan. The General Manager will oversee its implementation. As of February 2017, the District serves approximately 12,200 water connections, mainly single family connections. DWD has a staff of 14 full-time employees. Funding comes primarily through water rates and developer connection fees.

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

Currently the DWD serves approximately 41,000 residents. The City of Oakley's 2020 General Plan indicates that residential buildout population is projected to be about 67,000. In addition, DWD will serve the Town of Knightsen and Bethel Island and the total buildout population for all areas is estimated at 75,000 by 2040.

25.2.2 Assets

Table 25-1 summarizes the critical assets of the District and their value.

Table 25-1. Special District Assets

Asset	Value
Property	
Approximately 18 acres of land	2,900,069
Critical Infrastructure and Equipment	
Total length of pipeline: 180 miles	
Eight (8) water wells with service pumps	
Seven (7) hydro pneumatic tanks	
Three (3) steel water storage tanks (1 – 2.5 million gallons & 2 – 5 million gallons)	
Four (4) generators	
Four (4) high service pumps	
Four (4) variable service pumps	
One (1) combination vacuum and valve turner trailer	
One (1) combination vehicle with valve turner	
Eleven (11) vehicles	
Administration office equipment	
DWD SCADA System	
Total:	\$120,000,000
Critical Facilities	
Randall-Bold Water Treatment Plant jointly owned by Contra Costa Water District and Diablo Water District	
Corporation Yard compound and buildings	
Administration Office	
Three (3) water inter-ties with the City of Antioch	
Glen Park Well Station	
Stonecreek Well Station	
Blending Facility Station	
South Park (M-24) Well Station	
Knightesen (M-25) Well Station	
Beacon West (M-26) Well Station	
Willow Park Marina (M-27) Well Station (Two wells at this location)	
Emergency Well Station located at the Corporation Yard	
Total:	\$27,000,000

Note: The District is currently in the process of developing our Capital Assets Policy. In the Policy, the District will identify each asset along with its value. At the time, the District's assets are grouped within categories. This information will be available for the next Hazard Mitigation Plan update.

25.3 CAPABILITY ASSESSMENT

25.3.1 Planning and Regulatory Capabilities

Jurisdictions develop plans and programs and implement rules and regulations to protect and serve residents. When effectively prepared and administered, these plans, programs and regulations can support the implementation of mitigation actions. The following existing codes, ordinances, policies, programs or plans are applicable to this hazard mitigation plan:

- **California Department of Public Health**—The District follows the rules and guidelines set forth by the Department.
- **California and U.S. Environmental Protection Agencies**—The District follows the rules and guidelines set forth by the agencies. Updated contact information June 2016.
- **California Code of Regulations**—The District reviews the Regulations and performs updates as necessary.
- **California Environmental Quality Act (CEQA)**—The District follows the rules and guidelines set forth by the Act.
- **Contra Costa County Operational Area Hazard Mitigation Plan**—Last update April 2012
- **DWD Vulnerability Assessment**—The last assessment was performed in May 2004.
- **DWD Facilities Plan**—The District’s Facilities Plan was last updated in July 2006. An update will be performed in 2017-2018.
- **DWD Standards and Specifications**—The last update was December 2013 and is currently being updated.
- **DWD Emergency Plan**—The last update was April 2016. This plan is reviewed and updated bi-annually or as necessary.
- **DWD Health and Safety Plan**—Last update was performed February 2017 and is ongoing.
- **DWD Hazardous Communication Program**—Last updated February 2017.
- **2015 Urban Water Management Plan**—Last update was performed June 2016. The next update will in 2021.
- **California Water/Wastewater Agency Response Network Members**—Last plan update March 2009.
- **National Pollutant Discharge Elimination System (NPDES)**—Permit application submitted August 2015.

25.3.2 Fiscal, Administrative and Technical Capabilities

Fiscal capability is an indicator of a jurisdiction’s ability to fulfill the financial needs associated with hazard mitigation projects. An assessment of fiscal capabilities is presented in Table 25-2. Administrative and technical capabilities represent a jurisdiction’s staffing resources for carrying out the mitigation strategy. An assessment of administrative and technical capabilities is presented in Table 25-3.

25.3.3 Education and Outreach Capabilities

Outreach and education capability identifies the connection between government and community members, which opens a dialogue needed for a more resilient community. An assessment of education and outreach capabilities is presented in Table 25-4.

Table 25-2. Fiscal Capability

Financial Resource	Accessible or Eligible to Use?
Capital Improvements Project Funding	Yes
Authority to Levy Taxes for Specific Purposes	No
User Fees for Water, Sewer, Gas or Electric Service	Yes – Water only
Incur Debt through General Obligation Bonds	Yes
Incur Debt through Special Tax Bonds	Yes
Incur Debt through Private Activity Bonds	No
State-Sponsored Grant Programs	Yes
Development Impact Fees for Homebuyers or Developers	Yes
Federal Grant Programs	Yes
Other	No

Table 25-3. Administrative and Technical Capability

Staff/Personnel Resource	Available?	Department/Agency/Position
Planners or engineers with knowledge of land development and land management practices	Yes	General Manager oversees with the consultation and assistance from CDM Smith, the District's engineering consultants
Engineers or professionals trained in building or infrastructure construction practices	Yes	General Manager oversees with the consultation and assistance from CDM Smith, the District's engineering consultants
Planners or engineers with an understanding of natural hazards	Yes	General Manager oversees with the consultation and assistance from CDM Smith, the District's engineering consultants
Staff with training in benefit/cost analysis	Yes	General Manager oversees with the consultation and assistance from CDM Smith, the District's engineering consultants
Surveyors	Yes	Contract support is available
Personnel skilled or trained in GIS applications	Yes	Administrative Analyst with the assistance of CDM Smith, the District's engineering consultants; and other GIS contract support
Scientist familiar with natural hazards in local area	Yes	Contract support is available
Emergency manager	Yes	Manager of Water Operations, Manager of Construction & Maintenance, and the Administrative Analyst
Grant writers	Yes	General Manager with staff support
Other	No	

Table 25-4. Education and Outreach

Criterion	Response
Do you have a Public Information Officer or Communications Office?	Yes
Do you have personnel skilled or trained in website development?	No
Do you have hazard mitigation information available on your website?	No
• If yes, please briefly describe	N/A
Do you utilize social media for hazard mitigation education and outreach?	No
• If yes, please briefly describe	N/A
Do you have any citizen boards or commissions that address issues related to hazard mitigation?	No
• If yes, please briefly specify	N/A
Do you have any other programs already in place that could be used to communicate hazard-related information?	Yes
• If yes, please briefly describe	The District has a 24 hour/7 days a week emergency phone number that can be utilized as emergency communication.
Do you have any established warning systems for hazard events?	In Process
• If yes, please briefly describe	The District's current website can post updated information within 24 hours if necessary. The District is currently updating their website software to allow District staff to post emergency updates quickly. We are also looking into other areas where we can make improvements to make the notification process faster and more accessible for our customers.

25.3.4 Adaptive Capacity for Climate Change

Given the uncertainties associated with how hazard risk may change with a changing climate, a jurisdiction's ability to track such changes and adapt as needed is an important component of the mitigation strategy. Table 25-5 summarizes the District's adaptive capacity for climate change.

Table 25-5. Adaptive Capacity for Climate Change

Criterion	Jurisdiction Rating ^a
Technical Capacity	
Jurisdiction-level understanding of potential climate change impacts <i>Comments/Additional Information:</i> The District understands the impact climate change can have on the water supply for our area. With increased heat waves and droughts, the District recognizes the impact these will have on demands for increased irrigation, increased fire events that could have impact on water quality and sedimentation, as well as decreased groundwater recharge due to lower soil moisture.	Medium
Jurisdiction-level monitoring of climate change impacts <i>Comments/Additional Information:</i> The District receives monitoring information from Contra Costa Water District, the District's wholesale water supplier, that relates to water quality and water conditions in the Delta.	Medium
Technical resources to assess proposed strategies for feasibility and externalities <i>Comments/Additional Information:</i> None provided	Low
Jurisdiction-level capacity for development of greenhouse gas emissions inventory <i>Comments/Additional Information:</i> The District does not monitor greenhouse gas emissions, but understands that by making water demands more efficient is part of a climate change adaptation strategy.	Medium
Capital planning and land use decisions informed by potential climate impacts <i>Comments/Additional Information:</i> The District considers climate impacts on capital planning and land use. Future water supply is considered and how the climate may play a role in future land uses.	Medium
Participation in regional groups addressing climate risks <i>Comments/Additional Information:</i> The District participates with other water agencies in regards to potential impacts of climate change and risks.	Medium
Implementation Capacity	
Clear authority/mandate to consider climate change impacts during public decision-making processes <i>Comments/Additional Information:</i> None provided	Low
Identified strategies for greenhouse gas mitigation efforts <i>Comments/Additional Information:</i> The District has a drought tolerant demonstration garden at the District's main office. This provides information and education to the District's customers on water saving techniques for their native gardens.	Medium
Identified strategies for adaptation to impacts <i>Comments/Additional Information:</i> None provided	Low
Champions for climate action in local government departments <i>Comments/Additional Information:</i> None provided	Low
Political support for implementing climate change adaptation strategies <i>Comments/Additional Information:</i> The District does not have political support for implementing climate change adaptation strategies at this time.	Low
Financial resources devoted to climate change adaptation <i>Comments/Additional Information:</i> The District does not have financial resources specifically devoted to climate change adaptation.	Low
Local authority over sectors likely to be negative impacted <i>Comments/Additional Information:</i> None provided	Low
Public Capacity	
Local residents knowledge of and understanding of climate risk <i>Comments/Additional Information:</i> The District provides conservation tips and education to residents by means of community events, flyers, and information on the District's website.	Medium
Local residents support of adaptation efforts <i>Comments/Additional Information:</i> During the recent drought mandates, overall the District's residents were very supportive and successful in reducing water usage.	Medium

Criterion	Jurisdiction Rating ^a
Local residents' capacity to adapt to climate impacts <i>Comments/Additional Information:</i> The response from the residents to reduce their water usage was very supported as stated above.	Medium
Local economy current capacity to adapt to climate impacts <i>Comments/Additional Information:</i> None provided	Low
Local ecosystems capacity to adapt to climate impacts <i>Comments/Additional Information:</i> None provided	Low

a. High = Capacity exists and is in use; Medium = Capacity may exist, but is not used or could use some improvement; Low = Capacity does not exist or could use substantial improvement; Unsure= Not enough information is known to assign a rating.

25.4 INTEGRATION WITH OTHER PLANNING INITIATIVES

The information on hazards, risk, vulnerability and mitigation contained in this hazard mitigation plan is based on the best available data. Plan integration is the incorporation of this information into other relevant planning mechanisms, such as general planning and capital facilities planning. It includes the integration of natural hazard information and mitigation policies, principles and actions into local planning mechanisms and vice versa. Additionally, plan integration is achieved through the involvement of key staff and community officials in collaboratively planning for hazard mitigation.

25.4.1 Existing Integration

In the performance period since adoption of the previous hazard mitigation plan, the Diablo Water District made progress on integrating hazard mitigation goals, objectives and actions into other planning initiatives. The following plans and programs currently integrate components of the hazard mitigation strategy:

- **2015 Urban Water Management Plan**—The District's Plan includes water demands, water supply reliability and the Districts Water Shortage Contingency Plan.

Resources listed in Section 25.10 were used to provide information on hazard events and local capabilities within the jurisdiction.

25.4.2 Opportunities for Future Integration

As this hazard mitigation plan is implemented, the Diablo Water District will use information from the plan as the best available science and data on natural hazards. The capability assessment presented in this annex identifies codes, plans and programs that provide opportunities for integration. The area-wide and local action plans developed for this hazard mitigation plan include actions related to plan integration, and progress on these actions will be reported through the progress reporting process described in Volume 1. New opportunities for integration also will be identified as part of the annual progress report. The capability assessment identified the following plans and programs that do not currently integrate goals or recommendations of the hazard mitigation plan but provide opportunities to do so in the future:

- **Post-Disaster Recovery Plan**—The District has a Post-Disaster Recovery Plan, but it is outdated. We are in the process of updating the plan utilizing current techniques and procedures. The goal is to make the process of recovery the least inconvenient for our customers/residents of Oakley and surrounding areas. Information from the updated Hazard Mitigation Plan will be incorporated as appropriate.
- **Emergency Operations Plan**—The District is in the process of revising our Emergency Operations Plan using information gathered from our Hazard Mitigation Plan process to improve areas that may have outdated data.
- **Facilities Plan**—The District is updating its facilities plan in 2017-2018. The last update was in 2006.

25.5 JURISDICTION-SPECIFIC NATURAL HAZARD EVENT HISTORY

Table 25-6 lists past occurrences of natural hazards for which specific damage was recorded in the Diablo Water District. Other hazard events that broadly affected the entire planning area, including the Diablo Water District, are listed in the risk assessments in Volume 1 of this hazard mitigation plan.

Table 25-6. Natural Hazard Events

Type of Event	FEMA Disaster # (if applicable)	Date	Damage Assessment
Drought	N/A	2015	\$2,000,000
Drought	N/A	2009	\$585,000
Severe Weather, Freeze	NA	12/20/1990	\$50,000
Drought	NA	6-9/1991	No estimates available

25.6 JURISDICTION-SPECIFIC VULNERABILITIES

Volume 1 of this hazard mitigation plan provides complete risk assessments for each identified hazard of concern. Noted vulnerabilities within the district include the following:

- The District's Corporation Yard and Reservoir 1 were constructed in the 1950s and is likely to sustain earthquake damage during a Greenville fault M7.0 event. Damage to Reservoir 1 would be devastating to nearby residences and businesses if needed for fire protection.
- The District has experienced severe freezes that have frozen pipelines which have caused pipes to crack and leak. The District must make emergency repairs to ensure residents continue to have access to water.
- Parts of the District's service area are within FEMA's flood hazard areas.
- The District has recently experienced several years of drought conditions. This effects fire protection.

25.7 HAZARD RISK RANKING

Table 25-7 presents a local ranking for the Diablo Water District of all hazards of concern for which Volume 1 of this hazard mitigation plan provides complete risk assessments. This ranking summarizes how hazards vary for this jurisdiction. As described in detail in Volume 1, the ranking process involves an assessment of the likelihood of occurrence for each hazard, along with its potential impacts on people, property and the economy.

Table 25-7. Hazard Risk Ranking

Rank	Hazard Type	Risk Rating Score (Probability x Impact)	Category
1	Earthquake	51	High
2	Severe weather	51	High
3	Flood	51	High
4	Drought	48	High
5	Landslide	6	Low
6	Wildfire	6	Low
7	Dam and levee failure	6	Low
8	Sea level rise	0	None
9	Tsunami	0	None

25.8 STATUS OF PREVIOUS PLAN ACTIONS

Table 25-8 summarizes the actions that were recommended in the previous version of the hazard mitigation plan and their implementation status at the time this update was prepared.

Table 25-8. Status of Previous Plan Actions				
Action Item	Completed	Removed; No Longer Feasible	Carried Over to Plan Update	
			Check if Yes	Enter Action #
DWD1—Emergency Response Equipment <i>Comment: Purchased a satellite phone for emergencies. We are assessing the District's assets for other emergency response equipment needs.</i>	On going		X	DWD-1
DWD2—Drought Education <i>Comment:</i>	On going		X	DWD-2
DWD3—Retrofit Reservoir 1 <i>Comment:</i>			X	DWD-3
DWD4—Retrofit Reservoir 2 <i>Comment:</i>			X	DWD-3
DWD5—Support County-wide initiatives identified in the 2011 Hazard Mitigation Plan. <i>Comment: The District supported the County-wide initiatives during the performance period of the 2011 plan and will continue to support them during the performance period of the plan update.</i>	X			
DWD6—Continue to support the implementation, monitoring, maintenance, and updating of this Plan, as defined in the 2011 Hazard Mitigation Plan. <i>Comment: Plan maintenance was supported during the performance period of the 2011 plan and will continue to be supported during the performance period of the plan update.</i>	X		X	DWD-4
DWD7—Integrate Local Hazard Mitigation Plan into the Safety Element of the General Plan <i>Comment: The District does not have jurisdiction over a General Plan as described by this action, but will integrate information into other plans and programs as appropriate.</i>		X		

25.9 HAZARD MITIGATION ACTION PLAN AND EVALUATION OF RECOMMENDED ACTIONS

Table 25-9 lists the actions that make up the Diablo Water District hazard mitigation action plan. Table 25-10 identifies the priority for each action. Table 25-11 lists hazards addressed and mitigation type for the actions.

25.10 REVIEW AND INCORPORATION OF RESOURCES FOR THIS ANNEX

The following technical reports, plans, and regulatory mechanisms were reviewed for this annex.

- **Hazard Mitigation Plan Annex Development Tool-kit**—The tool-kit was used to support the development of this annex including past hazard events, noted vulnerabilities, risk ranking and action development.
- **Diablo Water District's Facilities Plan**—The District's Facilities Plan provided specific details and background information on the District's facilities and assisted with determining areas that need improvement.
- **SPUR Report "On Solid Ground"**—This report helped with identifying areas of vulnerabilities within our District and provided suggestions for action planning and disaster recovery.

Table 25-9. Hazard Mitigation Action Plan Matrix

Applies to new or existing assets	Hazards Mitigated	Objectives Met	Responsible Agency ^a	Estimated Cost	Sources of Funding	Timeline
DWD-1—Emergency Response Equipment – Satellite Phones/Emergency Radios						
New	All Hazards	2, 13	DWD	Low \$2,000	District Funds, PDM, HMGP, EMPG	Short-term
DWD-2—Drought Education – Resident outreach/literature/low flow devices						
Existing	Drought	2, 6, 18	DWD	Low \$5,000	District Funds, PDM, HMGP	Short-term
DWD-3—Where appropriate, support retrofitting or relocation of structures in high hazard areas, prioritizing structures that have experienced repetitive losses. Specifically target retrofit of Reservoir 1 and Reservoir 2.						
Existing	Earthquake, Severe Weather, Flood	1, 4, 7, 9, 12, 14, 15, 17	DWD	High	PDM, HMGP	Long Term
DWD-4— Actively participate in the plan maintenance protocols outlined in Volume 1 of this hazard mitigation plan.						
New and Existing	All Hazards	3, 8, 16	County*, DWD	Low	Staff Time, General Funds	Short-term

a. Where multiple responsible agencies are listed, an asterisk (*) identifies the lead agency.

Table 25-10. Mitigation Action Priority

Action #	# of Objectives Met	Benefits	Costs	Do Benefits Equal or Exceed Costs?	Is Project Grant-Eligible?	Can Project Be Funded Under Existing Programs/Budgets?	Implementation Priority ^a	Grant Pursuit Priority ^a
DWD-1	2	High	Low	Yes	Yes	Yes	High	Medium
DWD-2	3	High	Low	Yes	Yes	Yes	High	Medium
DWD-3	8	High	High	Yes	Yes	No	High ^b	High
DWD-4	3	Low	Low	Yes	No	Yes	High	N/A

a. See the introduction to this volume for explanation of priorities.

b. This has been identified as a high priority action for the District even though funding is not currently available. It may not be able to be accomplished in the short-term, but it can be initiated as soon as funding is available.

Table 25-11. Analysis of Mitigation Actions

Hazard Type	Action Addressing Hazard, by Mitigation Type ^a							
	Prevention	Property Protection	Public Education & Awareness	Natural Resource Protection	Emergency Services	Structural Projects	Climate Resilient	Community Capacity Building
All hazards	DWD-4				DWD-1			DWD-4
Dam and Levee failure								
Drought			DWD-2	DWD-2			DWD-2	
Earthquake		DWD-3				DWD-3		
Flood		DWD-3				DWD-3		
Landslide								
Severe weather		DWD-3				DWD-3	DWD-2	
Tsunami								
Wildfire								

a. See the introduction to this volume for explanation of mitigation types.

DIABLO WATER DISTRICT
March 27, 2019 Board Meeting
Item Number 9

TO: Each Director

FROM: Dan Muelrath, General Manager

SUBJECT: Authorization to Execute Facilities Installation Agreement with Louis L. and Theresa J. Pool for the Eight-Inch Main Line Extension to Parcel D on Daniel Drive Within Minor Subdivision 14-978, Bella Estates, and Two One-Inch Services, Oakley.

Attached is the Facilities Installation Agreement with Louis L. and Theresa J. Pool for the project on Daniel Drive.

RECOMMENDATION:

Authorize the General Manager to Execute the Agreement.

Dan Muelrath

Dan Muelrath
General Manager

Attached: Facilities Installation Agreement for Parcel D on Daniel Drive Within Minor Subdivision 14-978.

DIABLO WATER DISTRICT
FACILITIES INSTALLATION AGREEMENT
EIGHT-INCH MAIN LINE EXTENSION TO
PARCEL D WITHIN MS-14-978, BELLA ESTATES
3811 DANIEL DRIVE, OAKLEY – APN 034-080-050

On _____, DIABLO WATER DISTRICT, a local governmental agency of the State of California, herein called "the District", and LOUIS L. AND THERESA J. POOL, herein called "the Developer", agreed as hereinafter set forth.

1. Developer's Land The Developer warrants that it is the owner of the land within the territory of the District designated "Parcel D of Minor Subdivision 14-978, Bella Estates, APN 034-080-050, 3811 Daniel Drive, Oakley", within approximately one (1) acre and is hereinafter referred to as "the Developer's land".

2. District Water Service Subject to any required consent of the U. S. Bureau of Reclamation and Contra Costa Water District, the District shall furnish potable water service in accordance with its regulations from time to time in effect to the Developer's land provided the District's water distribution system is extended to the Developer's land on the terms and conditions herein set forth. The Developer acknowledges that water service to the Developer's property shall not be provided until the required consent of the U.S. Bureau of Reclamation to include the Developer's land in the Central Valley Project water service area has been received. The Developer hereby acknowledges receipt of a copy of the District's Regulations 3, 5, 7, and 8, and the District's Standard Specifications and Drawings dated December 2013.

3. Facilities The water mains, service lines, meters and appurtenances, necessary to extend the District's water distribution system to the Developer's land, hereinafter collectively referred to as "the facilities", are shown on the plans for the construction of Parcel D of Minor Subdivision 14-978, Bella Estates, Oakley, prepared by Bellecci & Associates, Inc. and originally approved by the District on March 31, 2016, revisions approved on September 18, 2017, and additional revisions to Parcel D approved on _____. The Developer, or successor in interest, shall at its expense and without cost to the District, install the facilities in accordance with said plans and the District's Standard Specifications and Drawings dated December 2013. Meter boxes shall not be located within the sidelines of a driveway or in a sidewalk. Any meter so located shall be properly relocated prior to commencement of water service to Developer's land. The Developer shall not connect, or permit to be connected, to the District's water distribution system any main, pipe, fitting, valve or appurtenance not shown on said plans without the prior written approval of the District. Developer and/or Owner are responsible for the actions of their subcontractors including the tampering of services and theft of water.

4. Easements and Right of Entry Prior to commencement of water service to the Developer's land, the Developer shall cause to be granted to the District all necessary easements for the facilities which will not be located in the right-of-way of public streets or highways. The grants of easement shall be without cost to the District and shall be in form satisfactory to the District. Until such easements have been recorded and until the right-of-way for public streets has been accepted by the appropriate governmental agency, the District

shall have the right to enter the aforementioned future easement and public street areas within the Developer's land at any time and for any purpose.

5. District's Costs The District's present estimate of its costs for engineering, inspection and administration in connection with the installation of the facilities is \$5,000. The Developer has heretofore paid \$3,000 on account thereof. The Developer shall pay the District \$2,000 upon execution of this agreement. If prior to completion of installation and the District's acceptance of the facilities the District determines that its costs will exceed said estimate, the District shall revise its estimate and notify the Developer of the amount it has increased. The Developer shall promptly pay to the District the amount of such increase. Upon completion of the installation of the facilities or the earlier termination of this agreement, the District shall determine the actual amount of said expenses. If the actual amount exceeds the estimate thereof previously paid to the District, the Developer shall pay the District the amount of the excess on demand. If the actual amount is less than the estimate previously paid to the District, the difference shall be refunded or credited to the Developer. The District's staff costs shall include, but not be limited to, the salary and benefits earned by each District employee, contract employee, or contractor for each hour or fraction of an hour that the employee is engaged in working in connection with the facilities, plus a 30 percent overhead charge. Use of the District's vehicles shall be charged at the current Caltrans equipment rental rates. Services of consulting engineers and attorneys shall be charged at cost.

6. Connection Charges The Developer shall pay the District's connection charges for water services for two (2) residential water services, and any other service (s) that may be shown on the plans. The District's connection charges for a metered water service shall be paid, before water service from that meter is requested, or prior to issuance of a building permit for any building that the metered water service is intended or within 36 months after the date of this agreement, whichever occurs first. Water shall not be furnished to any lot or irrigation service unless and until the connection charges therefore have been paid. Before the installation of any water service that is not shown on the plans occurs, the connection charges for that water service shall be paid by the developer. The charges paid shall be those in effect on the date of payment. In addition, water service shall not be furnished to any lot or irrigation service until the Developer provides satisfactory evidence that all facilities reserve charges of Contra Costa Water District have been paid. The Developer should verify the amount of said charges with Contra Costa Water District. Failure to make any payment within the time set forth above shall, at the option of the District, result in the termination of this agreement. If any payment is made and accepted by the District after the due date set forth above, the Developer shall pay interest thereon at the rate of nine percent (9%) per annum for the period of the delinquency. The District will not impose a connection charge for District potable water meters that are presently on the Developer's land or are moved to a different location on the Developer's land.

7. Performance, Labor and Material Bonds Prior to commencement of the installation and not later than 60 days after the date of this agreement, the Developer shall

deliver to the District a corporate surety performance bond satisfactory to the District in the amount of \$16,000 and a corporate surety labor and materials bond satisfactory to the District in the amount of \$8,000, both covering the Developer's performance of this agreement. Sureties on all bonds shall be admitted carriers in the State of California. In lieu of a corporate surety bond (s), the District will consider accepting an irrevocable letter of credit from an appropriate financial institution in a form satisfactory to the District, or cash.

8. Building & Grading Permits The Developer shall, at its expense, obtain all building permits and all necessary grading permits for the installation of the facilities and; thereupon, shall promptly commence within twelve months from the date of this Agreement and diligently prosecute to completion the installation of the facilities.

9. Installation of Facilities The facilities shall be installed by a licensed contractor satisfactory to the District in a good and workmanlike manner and to the satisfaction of the District. The District shall have absolute discretion in determining the kind and quality of work and materials. As the work progresses, the District shall have the right to revise and adopt plans and specifications as it deems necessary. Any extra costs arising from any such revision of plans and specifications shall be paid for by the Developer. All work shall be inspected by a representative of the District and no facility shall be covered or obscured until it has been inspected and approved by the District's inspector.

10. Acceptance of Facilities Upon completion of the installation of the facilities they shall be tested by the District. No water service shall be furnished to the Developer's land until the results of all final tests are satisfactory to the District and the Developer

receives the District's written acceptance of all the facilities. Upon the District's acceptance of the facilities they shall become the property of the District, shall be a part of the District's water distribution system, and shall thereafter be operated and maintained by the District. The Developer shall not seek any certificate of occupancy or final inspection of any structures to be built within the Developer's land until the District has accepted all of the facilities. Water service shall not be provided to any lot described in Section 1 above until the District has received a complete list of addresses assigned by the City of Oakley or Contra Costa County for every lot within the Developer's land.

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

Workers Compensation and Employer's Liability

\$1,000,000 for each occurrence

Comprehensive Auto Liability

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

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

Comprehensive General Liability

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

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

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

13. Maintenance of Facilities The Developer shall pay to the District on demand the amount of any costs incurred by the District in replacing, repairing, or maintaining said facilities as shall be reasonably necessary during the period of 36 months following final acceptance thereof by the District. To secure said payment, the Developer shall, prior to the commencement of any water service through the facilities, deliver to the District a corporate surety maintenance bond satisfactory to the District in the amount of \$4,000. In lieu of a corporate surety bond (s), the District will consider accepting an irrevocable letter of credit from an appropriate financial institution in a form satisfactory to the District, or cash.

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

15. Indemnity The Developer shall indemnify and hold the District, its directors, officers, attorneys, employees, authorized volunteers, and CDM Smith, Inc. (District's Engineer) harmless from all damage, loss, liability, claims, demands, causes of action and judgments of any nature connected in any way with the work of installation of the facilities or with the removal of obstructions of meters (including, without limitation, those made, obtained or asserted by any employee of the Developer or any employee of the Developer's agents or contractors), except only as the same may be caused by the sole negligence or willful misconduct of the District its directors, officers, attorneys, employees, authorized volunteers, and CDM Smith, Inc. (District's Engineer) or for actions involving any public agency which may be involved in land use planning or approvals to which the District was required to indemnify as a part of the development process.

16. Remedies for Breach In the event of default or delay on the part of the Developer in making any payment or performing any undertaking on the Developer's part contained herein, the District shall have the right to refuse to provide water service, and to disconnect and to discontinue water service through the facilities or to any premises

connected to the facilities irrespective of whether the Developer may have previously sold, contracted to sell, leased, transferred or assigned the Developer's title or interest in the lot or lots served thereby. The Developer shall inform each person to whom the Developer may sell, lease, transfer or assign any right, title or interest in the Developer's land of the provisions of this section.

17. Successors and Assigns This agreement shall bind and benefit the successors and assigns of the parties to this agreement; however, this agreement shall not be assigned by the Developer without the prior written consent of the District.

DIABLO WATER DISTRICT

**LOUIS L. AND THERESA POOL,
OWNERS**

By: _____
Dan Muelrath, General Manager

By: _____
Louis L. Pool

Attest:

By: _____
Theresa J. Pool

“ATTACH NOTARY STATEMENT HERE”

EXHIBIT A

DIABLO WATER DISTRICT

INSURANCE PROVISIONS

Workers' compensation Coverage: By his/her signature hereunder, Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this agreement. Contractor and sub-contractors will keep workers' compensation insurance for their employees in effect during all work covered by this agreement. Contractor and sub-contractors will also include an endorsement for Waiver of Subrogation.

Commercial General Liability and Automobile Liability Insurance -The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

Limits -The Contractor shall maintain limits no less than the following:

1. General Liability – Two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage and products & completed operations liability. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (via ISO endorsement at least as broad as the ISO CG 2503, or ISO CG 2504, provided to Diablo Water District) or the general aggregate limit and products-completed operations aggregate limit shall be five million dollars (\$5,000,000).
2. Automobile Liability – Two million dollars (\$2,000,000) for bodily injury and property damage each accident limit.
3. Excess Liability – The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the District (if agreed to in a written contract or agreement) before the District's own primary or self Insurance shall be called upon to protect it as a named insured.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Diablo Water District, its directors, officers, attorneys, employees, authorized volunteers, or CDM Smith, Inc. (District's Engineer) are to be given insured status at least as broad as ISO endorsement CG 20 10 11 85; or both CG 20 10 and CG 20 37 if forms with later edition dates. Also acceptable is CG 20 10 04 13 (or older editions) specifically naming the District parties or using language that states "as required by contract". All Subcontractors hired by Contractor must also have the same forms or coverage at least as broad; as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Diablo Water District, its directors, officers, attorneys, employees, authorized volunteers, or CDM Smith, Inc. (District's Engineer).
2. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects Diablo Water District, its directors, officers, attorneys, employees, authorized volunteers, or CDM Smith, Inc. (District's Engineer) using the ISO CG 20 01 04 13 or coverage at least as broad. Any insurance, self-insurance or other coverage maintained by Diablo Water District, its directors, officers, attorneys, employees, authorized volunteers, or CDM Smith, Inc. (District's Engineer) shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Diablo Water District, its directors, officers, attorneys, employees, authorized volunteers, or CDM Smith (District's Engineer).
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required above shall provide that coverage shall not be canceled, except with a written thirty (30) days notice of cancellation or ten (10) days written notice for non-payment of premium to Diablo Water District.

Such liability insurance shall indemnify the Contractor and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to Diablo Water District and shall refer to the project name and location on each certificate and endorsement.

Deductibles and Self-Insured Retentions – Any deductible or self-insurance retention must be declared to and approved by Diablo Water District. At the option of Diablo Water District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best (Alfred M. Best) rating of no less than A:VII or equivalent or as otherwise approved by Diablo Water District.

Evidences of Insurance – As a condition of the Agreement, the Contractor shall provide to Diablo Water District prior to any work to be performed a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation, and (3) a copy of the Commercial General Liability declarations or endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include Required Provisions 1-5 above. The District reserves the right to obtain complete, certified copies of all required insurance policies, at any time. Contractor shall maintain the Insurance required by this agreement for a period of not less than 10 years following the termination or completion of this agreement. Contractor further waives all rights of subrogation under this agreement. Failure to continually satisfy the Insurance requirements is a material breach of contract.

If any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement to Diablo Water District at least ten (10) days prior to the expiration date. Failure to comply with any of the Insurance requirements shall constitute a material breach of contract. The Insurance requirements in this agreement do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's obligations under this agreement. All Insurance or self-insurance coverage and limits applicable to a given loss or available to the named insured shall be available and applicable to the additional insured. The insurance obligations under this agreement are independent of and in addition to the defense and indemnity obligations contained elsewhere in this agreement and shall not in any way act to limit or restrict the defense or Indemnity or additional insured obligations of the Contractor or the Contractor's insurance carrier, and shall be for (1) the full extent of the Insurance or self-insurance coverages and limits carried by or available to the Contractor, or (2) the minimum Insurance coverage and amounts shown in this agreement; whichever is greater. District reserves the right to add such other parties as may be required in the future to the indemnity and additional insured requirements of this agreement.

DIABLO WATER DISTRICT

March 27, 2019 Board Meeting

Item Number 10

TO: Each Director

FROM: Dan Muelrath, General Manager

SUBJECT: General Manager Items and Reports

Items included for discussion:

- Water Supply Charts
 - Statewide Reservoir Conditions
 - Total Water Demand
 - Local Well Production

Dan Muelrath

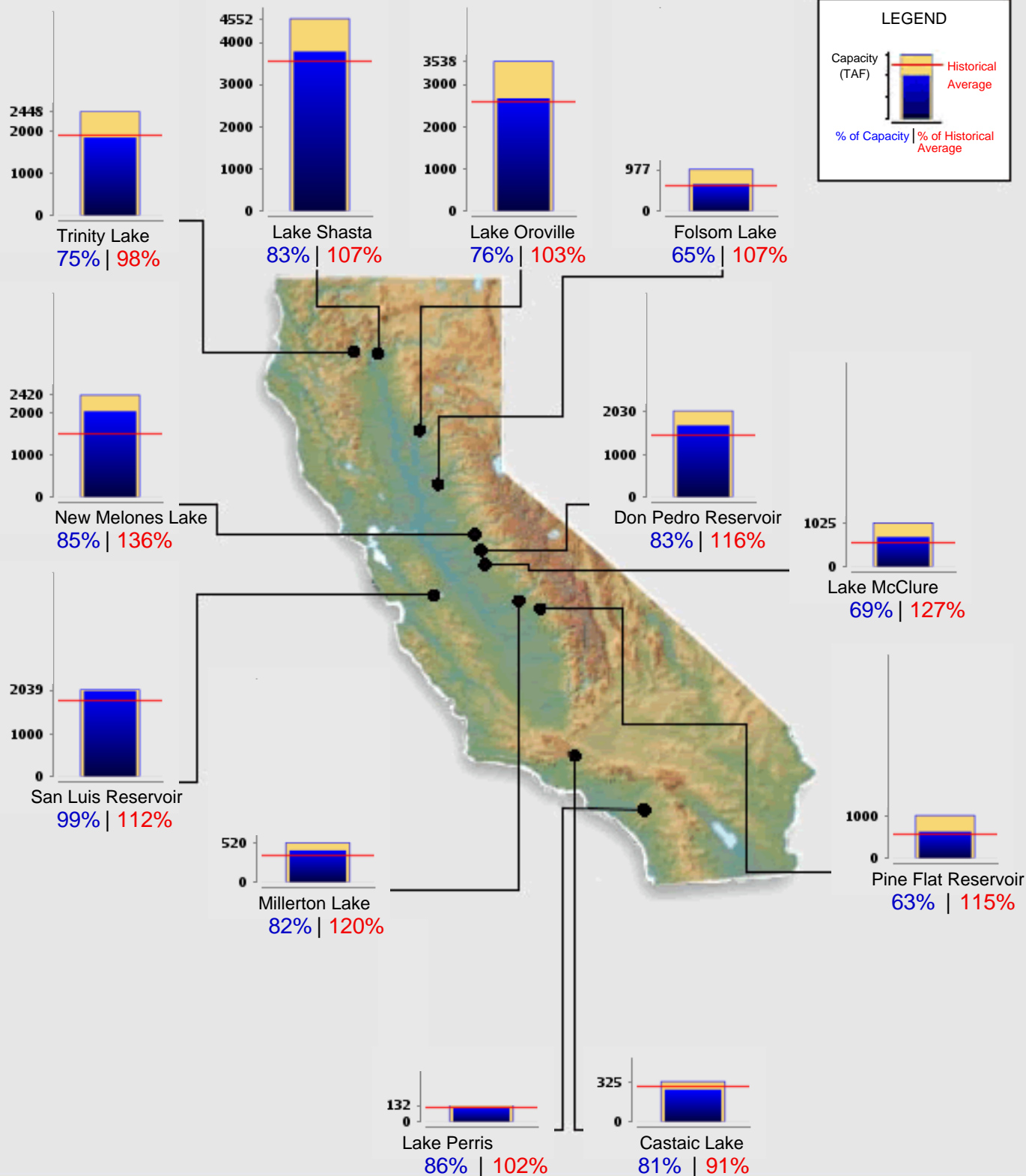
Dan Muelrath
General Manager



Reservoir Conditions

Ending At Midnight - March 18, 2019

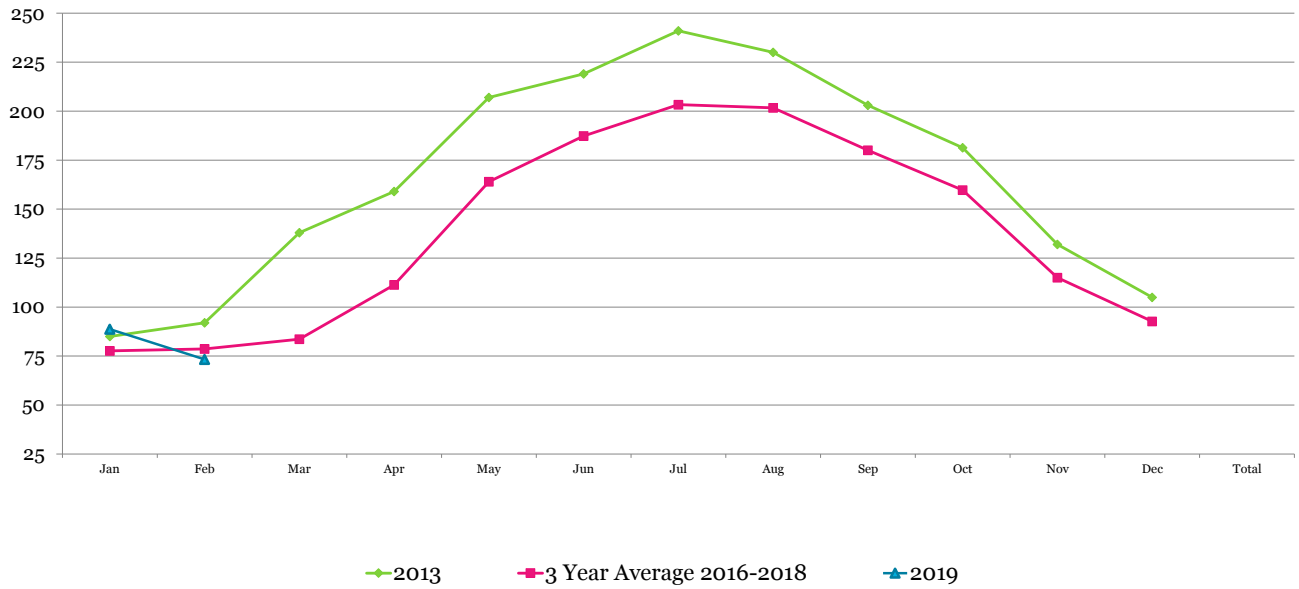
CURRENT RESERVOIR CONDITIONS



DIABLO WATER DISTRICT

WATER USE IN MILLION GALLONS

(This chart does not include Utility Water)



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

	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Average
Target	163	163	163	163	163	163	163	163	163	163	163	163	163
3 Year Average	78	79	84	111	164	187	203	202	180	160	115	93	138
Gross GPCD	69	63											66

Million Gallons (MG)

Population in 2017 = 41,714

Gallons Per Capita Per Day (GPCD)

SB 1668 Water Management Compliance (Indoor Water Use)

	2020	2025	2030
Residential Indoor Target	55	52.5	50
FY 15/16	50.43		
FY 16/17	49.97		
FY 17/18	60.28		
FY 18/19	54.53		

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

	<u>Jul-18</u>	<u>Aug-18</u>	<u>Sep-18</u>	<u>Oct-18</u>	<u>Nov-18</u>	<u>Dec-18</u>	<u>Jan-19</u>	<u>Feb-19</u>	<u>Mar-19</u>	<u>Apr-19</u>	<u>May-19</u>	<u>Jun-19</u>
1	1.305	1.338	0.925	0.943	0.930	0.229	0.408	0.436	0.228			
2	1.055	1.026	0.931	0.888	0.872	0.745	0.588	0.405	0.484			
3	1.358	1.013	0.850	1.027	1.034	0.667	0.587	0.587	0.354			
4	1.354	0.881	1.084	0.660	0.562	0.435	0.311	0.352	0.646			
5	0.889	0.876	0.891	0.939	1.553	0.474	0.521	0.087	0.113			
6	1.359	1.146	0.950	0.660	0.444	0.603	0.537	0.598	0.750			
7	0.996	1.119	0.819	0.869	1.488	0.395	0.456	0.616	0.034			
8	1.357	1.005	0.892	0.963	0.839	0.826	0.437	0.106	1.516			
9	1.096	1.031	0.808	0.912	0.915	0.205	0.538	0.564	0.316			
10	1.359	0.911	0.907	0.731	0.695	0.718	0.389	0.492	0.564			
11	1.356	0.959	1.037	0.749	1.031	0.484	0.451	0.698	0.223			
12	0.889	0.893	0.975	0.839	0.718	0.511	0.673	0.615	0.400			
13	1.360	1.026	0.881	0.914	0.961	0.452	0.412	0.000	0.000			
14	1.352	1.041	1.004	0.567	0.924	0.777	0.318	0.547	0.000			
15	0.788	1.080	0.743	1.117	0.727	0.162	0.672	0.630	0.000			
16	1.366	0.761	0.951	0.763	0.746	0.667	0.278	0.312	0.000			
17	0.993	1.192	0.930	0.810	0.947	0.516	0.506	0.314	0.000			
18	1.156	1.019	0.785	0.965	0.708	0.617	0.393	0.491	0.000			
19	1.082	0.857	1.077	1.006	0.690	0.330	0.563	0.600	0.000			
20	0.755	1.091	0.661	0.846	0.905	0.821	0.627	0.379	0.000			
21	1.126	1.077	1.111	0.725	0.394	0.189	0.283	0.690	0.000			
22	1.087	1.166	0.787	0.956	0.924	0.633	0.777	1.205	0.000			
23	1.082	0.950	0.812	0.718	0.566	0.302	0.455	0.490	0.000			
24	1.134	0.906	1.082	0.978	0.275	0.738	0.423	0.338	0.000			
25	1.117	0.768	0.766	0.833	0.000	0.564	0.449	0.585	0.000			
26	1.123	0.921	1.046	0.975	0.464	0.482	0.463	0.000	0.000			
27	0.880	1.041	0.869	0.335	0.772	0.267	0.799	0.167	0.000			
28	1.097	0.894	0.995	0.867	0.262	0.821	0.434	0.667	0.000			
29	0.818	1.028	0.518	0.885	0.624	0.429	0.272		0.000			
30	1.230	0.801	1.136	0.921	0.705	0.206	0.566		0.000			
31	0.781	1.023		0.975		0.725	0.551		0.000			
TOTAL	34.6990	30.8389	27.2187	26.3367	22.6718	15.9902	15.1318	12.9731	5.6282	0.0000	0.0000	0.0000

Jul-18 to Jan-19 at \$2260.90/MG	172.8871 MG
Feb-19 to Jun-19 at \$2130.00/MG	18.6013 MG
GRAND TOTAL:	191.4884 MG

FY 18/19	SAVINGS	\$ 430,501.21
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	\$ 6,288,609.22
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**WELL WATER BLENDED INTO DISTRIBUTION SYSTEM
MILLION GALLONS(MG)**

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

Jul-17 to Jan-18 at \$2132.90/MG 170.5748 MG
Feb-18 to Jun-18 at \$2260.90/MG 119.5152 MG
GRAND TOTAL: 290.0900 MG

FY 17/18 SAVINGS	\$ 634,030.91
FY 16/17 SAVINGS	\$ 444,895.41
FY 15/16 SAVINGS	\$ 397,766.92
FY 14/15 SAVINGS	\$ 580,430.65
FY 13/14 SAVINGS	\$ 509,579.93
FY 12/13 SAVINGS	\$ 382,228.02
FY 11/12 SAVINGS	\$ 637,659.61
FY 10/11 SAVINGS	\$ 590,057.39
FY 09/10 SAVINGS	\$ 496,279.31
FY 08/09 SAVINGS	\$ 371,579.65
FY 07/08 SAVINGS	\$ 486,615.14
FY 06/07 SAVINGS	\$ 326,985.06

TOTAL SAVINGS IN WATER PURCHASES FROM CCWD TO DATE \$ 5,858,108.00

MONTHLY WELL NUMBERS**Million Gallons (MG)**

<u>DATE</u>	<u>GLEN PARK</u>	<u>STONECREEK</u>
03/01/19	0.2326	0.0201
03/02/19	0.4884	0.0000
03/03/19	0.3586	0.0000
03/04/19	0.6505	0.0199
03/05/19	0.1175	0.0000
03/06/19	0.7544	0.0200
03/07/19	0.0383	0.0000
03/08/19	1.5206	0.0200
03/09/19	0.3203	0.0000
03/10/19	0.5684	0.0000
03/11/19	0.2278	0.0198
03/12/19	0.4048	0.0000
03/13/19		
03/14/19		
03/15/19		
03/16/19		
03/17/19		
03/18/19		
03/19/19		
03/20/19		
03/21/19		
03/22/19		
03/23/19		
03/24/19		
03/25/19		
03/26/19		
03/27/19		
03/28/19		
03/29/19		
03/30/19		
03/31/19		
Totals	5.6822	0.0998
Combined Totals		5.782

DIABLO WATER DISTRICT
March 27, 2019 Board Meeting Item
Number 11

TO: Each Director

FROM: Dan Muelrath, General Manager

SUBJECT: Financial Reports

Items included for discussion:

- Warrant Register Numbers:
 - 2019-3 (attached)
 - 2019-3A (available at Board Meeting)
- Monthly Financial Statements (attached)

Dan Muelrath

Dan Muelrath
General Manager

DIABLO WATER DISTRICT
WARRANT REGISTER 2019 - 03
March 27, 2019

CK#	PAYABLE TO	FOR	AMOUNT
49344	Department of Treasury	Federal Tax Penalty	4,215.86
49345	ACWA/JPIA	Employee Health Payable	38,284.47
49346	Air Systems Service	Office Maint Agreement-HVAC	600.00
49347	All Bay Answering Service	Office - Answering Service	121.50
49348	Altamont Landscape	Office - Weekly Landscaping Service	465.00
49349	A Meadows Property Mgmt	Refund Overpay Water Account	1.72
49350	Gerald N Aquitania	Refund Overpay Water Account	36.66
49351	AT&T	Telephone - Glen Park Well/Scada/Plant/Fire Alarm/Office	740.27
49352	Dimitri or Mary Avdienko	Refund Overpay Water Account	124.49
49353	Backflow Distributors Inc	Main Backflow-Ball Valves	4,457.83
49354	BLH Construction Co.	Refund Overpay Water Account	661.93
49355	Danny Bowers	Retiree Health Benefits	237.11
49356	BNSF Railway Company	BNSF Rental of Lease Site	528.67
49357	Brentwood Auto Parts Inc	Auto - Gloves/Bug Wash	35.69
49358	Brentwood Press & Publish	Public Hearing Notice	31.53
49359	John A Carolla	Refund Overpay Water Account	83.97
49360	CCWD	Water Samples and RBWTP Operating Expenses	117,409.84
49361	CCWD	RBWTP Bond Patment	28,732.52
49362	CCWD	Water Purchases for February 2019	177,911.84
49363	CES Controlled Env Services	Refund Overpay Water Account	679.98
49364	Chevron and Texaco	Auto - Gasoline	441.17
49365	City Of Oakley	Encroachment Permits-Mori Ct/Carol Ln/Pecan Ln	434.00
49366	City Of Brentwood	Reimb Expense - S9033	111.00
49367	Comcast	Reimb Expense - Delta Coves	168.30
49368	Credit Consulting Services Inc.	Office - Collections Expense for February	412.19
49369	Bobby Cruz	Refund Overpay Water Account	77.28
49370	Delta Diablo Janitorial	Office - Janitorial Services	710.00
49371	East Bay Welding Supply	Main CY - Acetylene/Oxygen & Main T&D - Pipe Wrap Tool	121.80
49372	Breanna Faulkner	Refund Overpay Water Account	148.95
49373	Graybar	SCADA - Power/Electric Supply	675.25
49374	Guy Reed Trucking	Main T&D - 3/4" Base Rock	10,740.03
49375	Jonathan Hernandez	Refund Overpay Water Account	139.15
49376	Hunt and Sons Inc	Auto - Gas	284.26
49377	Infosend	Office - Regular and Final Bills for February 2019	5,820.77
49378	JW Backhoe & Construction Inc	Maint T&D- SA02/W Cypress /Almond /Pecan/Ashwood	41,289.09
49379	Konica Minolta Business	Main Agreement-Office Copier	637.09
49380	Sheila Lackey	Refund Overpay Water Account	156.58
49381	Les Schwab Tire Center	Main T&d - Backhoe Tire Repair	203.50
49382	Chuck Linn	Retiree Health Benefits	237.11
49383	Lowe's	Main Res's-Concrete/Hoses/Ext Cord & GO CY - Filter	756.05
49384	Luhdorff & Scalmanini Engineers Inc	Ground Water Exploration & Monitoring & Reim Exp Birs	3,336.06
49385	Marples & Associates	Refund Overpay Water Account	70.98
49386	Jeremy Naro or Serena Davilla	Refund Overpay Water Account	159.63
49387	Mt. Diablo Resource Recovery	GO CY - Garbage Service	329.80
49388	O'Hara Properties	Refund Overpay Water Account	105.52
49389	Oakley Ace Hardware	Main Blend-Gloves/CLIPS & Main Res's-Scrapers	204.73
49390	Pacific Gas & Electric Co	Utilities - Office/T&D/Reservoir 2/Plant	6,153.27
49391	Pacific Gas & Electric Co	Utilities - South Park/M25/M26/M27	689.45
49392	Pacific Gas & Electric Co	Utilities - Stonecreek and Glen Park Wells	5,768.13
49393	Paul's Automotive Center	Auto - Truck Maintenance	2,222.57
49394	Platt	Main T&D - Wire Connectors	104.23
49395	Jeffrey D. Polisner	Legal Expenses	4,823.10
49396	Angela Rivera	Refund Overpay Water Account	20.98
49397	Denise or Anton Rivera	Refund Over Pay Water Account	149.69
49398	Roberts & Brune Co	Main T&D-Copper Wire/Gloves & Reim S6013 & DOYL	4,396.27

DIABLO WATER DISTRICT
WARRANT REGISTER 2019 - 03

March 27, 2019
PAGE 2

CK#	PAYABLE TO	FOR	AMOUNT
49399	Romarco Properties	Refund Over Pay Water Account	88.45
49400	Barry Rose	Refund Over Pay Water Account	116.94
49401	Royal Brass Inc	Main T&D - Liq Gauge/Bushing/Adapter/Hoses/Fittings	309.70
49402	Scheer Security	Office Main Agree-Alarm/Main Res/Camera Updates	374.50
49403	William or Anna Shields	Refund Over Pay Water Account	10.01
49404	Shred It USA LLC	Office Maint Agreement - Shredding Service	98.03
49405	Dennis or Denise Smith	Refund Over Pay Water Account	21.80
49406	Standard Insurance Co	Employee Life/STD/LTD Payable	1,691.99
49407	Pamela Stanworth	Refund Over Pay Water Account	82.54
49408	Staples Credit Plan	Office Exp-Binders/Copy Paper & GO CY-Toner/Paper Towel	523.11
49409	Paul Urenda Jr	Retiree Health Benefits	135.50
49410	US Bank	Office-Office Supplies/Carport/Training/Flat Bar/Sqr Tubing	1,721.12
49411	US Health Works	New Hire - Chad Crawford	208.00
49412	Verizon Wireless	GO T&D - Cell Phones	822.52
49413	VOID	VOID	0.00
49414	Woodland Construction	Refund Over Pay Water Account	695.33

TOTAL WARRANTS	474,358.40
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The foregoing Accounts Payable Warrants 49344 through 49414 for March 2019 are hereby approved for payment.

General Manager

Director

Director

Director

Director

Director

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

DIABLO WATER DISTRICT
BANKING ACTIVITY for FEBRUARY 2019
March 27, 2019

TRANSACTION TYPE	DATE	PAYABLE TO	FOR	AMOUNT
Electronic Debit	02/04/19	Point & Pay	Credit Card Overpayment by Customer - Refunded	3,506.00
Electronic Debit	02/06/19	Merchant Bankcard	Credit Card Processing Fees - Vantiv (January)	37.51
Electronic Debit	02/19/19	American Online Services	Office Expense - AOL Email Account	36.99
Electronic Debit	02/22/19	Point & Pay	Credit Card Processing Fees - PNP (January)	4,394.10
TOTAL ACTIVITY				7,974.60

The above Banking Transactions for February 2019 were given to the Board of Directors for their review
as part of the March 27, 2019 Board Meeting.

Jennifer McCoy
Accounting Operations Manager

Date

DIABLO WATER DISTRICT
MONTHLY FINANCIAL REPORT
FOR PERIOD FEBRUARY 1, 2019 TO FEBRUARY 28, 2019

<i>Balance as of January 31, 2019</i>	<u><u>\$9,005,611.26</u></u>
Receipts, February 2019	
Operating	571,324.83
Non-Operating (MERA, Admin, Inspection & Eng Fees & Contract Services)	133,578.25
Facilities Reserve	57,736.00
 Interest	
General	2,559.88
MERA	141.17
Facilities Reserve	2,090.67
 Investment activity (+ or -)	12,639.09
 Disbursements, February 2019	
Operating	(809,565.11)
Facilities Reserve	(7,640.78)
Quarterly Bank Analysis Charges	0.00
 <i>Balance as of February 28, 2019</i>	<u><u>\$8,968,475.26</u></u>

FUNDS		AMOUNT
(as of close of business on February 28, 2019)		
District General Fund		2,389,570.15
Restricted funds		
2013 Series Held in Trust by Union Bank		498,069.49
2010 Series Held in Trust by Union Bank		288,713.59
Rate Stabilization Fund		1,000,000.00
Facilities Reserve		3,265,510.82
Main Extension Reimbursement		220,168.34
South Park Well System		267,728.58
Knightsen Well System (M25)		5,612.86
Beacon West Well System (M26)		26,186.94
Willow Park Marnia Well System (M27)		(5,384.47)
Rock Island Well System		126,230.59
Customer Deposits		288,730.00
Developer Admin, Inspection & Eng Deposit Totals		(36,161.63)
Current Active Projects	\$	16,840.45
Projects on Hold	\$	19,300.81
Project for Tracking Purposes Only	\$	(12,149.63)
Accidents Pending Collection	\$	(32,353.18)
Accidents Uncollectible	\$	(27,800.08)
Subdivision #4990 Phase 3 Bond Deposit		300,000.00
69 Carol Lane Maintenance Bond		12,500.00
71 Carol Lane Perform, Labor & Materials Bond		90,000.00
71 Carol Lane Maintenance Bond		15,000.00
Substandard Street Investment		
Future Relocation of Bethel Island Road Offsite Waterline		192,000.00
Laurel Woods change of street grade		23,470.25
District's Portion of Investment		529.75
TOTAL		<u><u>\$8,968,475.26</u></u>

DIABLO WATER DISTRICT
MONTHLY FINANCIAL REPORT
FOR PERIOD FEBRUARY 1, 2019 TO FEBRUARY 28, 2019
PAGE 2

INVESTMENTS/BANK ACCOUNTS
(as of close of business on February 28, 2019)

<u>INSTITUTION</u>	<u>PAR VALUE</u>	<u>RATE OF INTEREST</u>	<u>MARKET VALUE</u>
California Local Agency Investment Fund *		2.3920	2,621,325.76
Bank of the West, General Checking Account *			2,586,678.15
UBS EM 01208 - Value with Interest Earnings			492,723.54
MD 08/02/22 795450B61 Sallie Mae Bank UT US/CD	245,000.00	2.30	
MD 08/09/22 1404204F4 Capital One Bank VA US/CD	110,000.00	2.35	
MD 08/30/22 38148PNS2 Goldman Sachs Bank NY US/CD	145,000.00	2.35	
Union Bank - 6711902901 <i>Held Union Bank</i> - Value with Interest Earnings/Res Fund 2010			288,713.59
MD 10/13/21 140420K25 Capital One BK USA Natl Assn Glen Allen VA/CD	140,000.00	1.70	
MD 10/14/21 949763BR6 Wells Fargo BK NA Sioux Falls S D/CD	145,000.00	1.70	
Union Bank of California Money Management Fund Series 2010	13,151.09	Varies	
MBS RMB-028036 <i>Held Bank of New York</i> - Value with Interest Earnings			2,480,964.73
MD 10/17/19 8562842P8 State BK India New York NY/CD	125,000.00	2.25	
MD 06/05/20 87164WHZ4 Synchrony BK Retail/CD	158,000.00	2.00	
MD 08/31/20 33715LCE8 First Technology Federal Credit Union/CD	245,000.00	2.90	
MD 05/05/21 981571CE0 Worlds Foremost BK Sydney/CD	200,000.00	1.75	
MD 05/25/21 313G3NL5 Federal Natl Mtg Assn NTS - Rated AA+	400,000.00	1.63	
MD 09/07/21 02007GET6 Ally Bk Sandy Utah/CD	240,000.00	3.00	
MD 02/24/22 8562846J8 State BK India New York NY/CD	120,000.00	2.35	
MD 03/01/22 949763FE1 Wells Fargo BK NA Sioux Falls S D/CD	100,000.00	2.30	
MD 04/05/22 02587DN38 American Express Centurion/CD	240,000.00	2.45	
MD 11/30/22 62384RAD8 Mtn. Amer Fed Cr Un West Utah/CD	200,000.00	2.40	
MD 12/20/22 14042RKZ3 Capital One Natl Assn Mclean VA/CD	230,000.00	2.60	
MD 09/07/23 319141KY2 First Bank of Highland/CD	240,000.00	3.30	
Multibank Interest, Money Management Fund	6,067.12		
MBS RMB - 434986 <i>Held Union Bank</i> - Value with Interest Earnings/Res Fund 2013			498,069.49
MD 08/29/22 02587CFU9 American Express Fed SVGS BK Instl/CD	200,000.00	2.40	
MD 11/29/22 38148PTQ0 Goldman Sachs BK USA NY/CD	100,000.00	2.50	
MD 11/23/21 254672T24 Discover BK/CD	205,000.00	2.00	
Union Bank of California Money Management Fund Series 2013	3,824.44	Varies	
TOTAL			<u>\$8,968,475.26</u>

* Demand Account

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

ACRONYMS

ADMIN - Administration

Assn - Association

BK - Bank

CD - Certificate of Deposit

CERBT - California Employers Retiree Benefit Trust

ENG - Engineering

MBS - Multi-Bank Securities, Inc

MD - Maturity Date

MERA - Main Extension Reimbursement Account

Mtg - Meeting

Natl - National

RES - Reserve

UBS - UBS Financial Services, Incorporated

DIABLO WATER DISTRICT
MONTHLY FINANCIAL REPORT
FOR PERIOD FEBRUARY 1, 2018 TO FEBRUARY 28, 2019
PAGE 3

HELD IN TRUST BY DIABLO WATER DISTRICT
For Board of Directors Information Only
(as of close of business on February 28, 2019)

<u>INSTITUTION</u>	<u>RATE OF INTEREST</u>	<u>MARKET VALUE</u>
Lincoln National, Deferred Compensation	Varies	964,578.89
CERBT Funds (Updated Quarterly)	(6.987%) year/year	891,297.00
<i>TOTAL</i>		<i><u><u>\$1,855,875.89</u></u></i>

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

CERBT Funds - California Employers' Retiree Trust Fund is administered by CalPERS. The interest earned on the District's balance in this Trust Fund is used to pay the Diablo Water District portion of retiree medical benefit premiums. CalPERS pays 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 08/09	(7,727.20)	6,678.44	(24,622.61)
FY 09/10	(10,755.47)	6,597.68	(28,780.40)
FY 10/11	(14,038.87)	6,436.27	(36,383.00)
FY 11/12	(12,396.89)	8,286.50	(40,493.39)
FY 12/13	(10,137.89)	8,883.84	(41,747.44)
FY 13/14	(6,200.51)	12,272.06	(35,675.89)
FY 14/15	(6,932.58)	15,655.41	(26,953.06)
FY 15/16	(8,416.99)	16,875.62	(18,494.43)
FY 16/17	(8,785.34)	17,273.74	(10,006.03)
FY 17/18	(7,922.88)	20,365.36	2,436.45
FY 18/19 (Thru Feb)	(9,360.51)	12,536.92	5,612.86

<u>Beacon West (M26)</u>	<u>Expenses</u>	<u>Income</u>	<u>Total Fund Balance</u>
FY 08/09	(14,594.32)	19,911.45	30,455.03
FY 09/10	(31,228.25)	20,010.10	19,236.88
FY 10/11	(21,189.06)	21,008.74	19,056.56
FY 11/12	(26,446.02)	22,161.82	14,772.36
FY 12/13	(11,276.42)	22,097.67	25,593.61
FY 13/14	(7,640.39)	26,326.16	44,279.38
FY 14/15	(8,057.01)	26,427.40	62,649.77
FY 15/16	(15,355.08)	26,632.79	73,927.48
FY 16/17	(11,263.96)	26,832.38	89,495.90
FY 17/18	(155,935.65)	105,994.17	39,554.42
FY 18/19 (Thru Feb)	(27,828.21)	14,460.73	26,186.94

*Borrowed \$80,000 from Fac Res

<u>Willow Park (M27)</u>	<u>Expenses</u>	<u>Income</u>	<u>Total Fund Balance</u>
FY 08/09	(22,923.46)	37,741.56	108,407.13
FY 09/10	(18,061.81)	36,018.24	126,363.56
FY 10/11	(23,516.61)	36,036.01	138,882.96
FY 11/12	(24,035.34)	36,667.17	151,514.79
FY 12/13	(47,529.75)	34,738.68	138,723.72
FY 13/14	(49,171.53)	39,995.81	129,548.00
FY 14/15	(13,720.87)	40,031.50	155,858.63
FY 15/16	(15,238.28)	40,514.09	181,134.44
FY 16/17	(71,763.56)	40,811.23	150,182.11
FY 17/18	(127,061.18)	42,658.12	65,779.05
FY 18/19 (Thru Feb)	(95,749.51)	24,585.99	(5,384.47)

FY = Fiscal Year

<u>Rock Island (RI)</u>	<u>Expenses</u>	<u>Income</u>	<u>Total Fund Balance</u>
FY 08/09	(5,162.99)	31,943.91	155,487.87
FY 09/10	(35,354.24)	0.00	120,133.63
FY 10/11	0.00	0.00	120,133.63
FY 11/12	0.00	370.87	120,504.50
FY 12/13	0.00	409.09	120,913.59
FY 13/14	0.00	355.75	121,269.34
FY 14/15	0.00	370.22	121,639.56
FY 15/16	0.00	762.55	122,402.11
FY 16/17	0.00	964.64	123,366.75
FY 17/18	0.00	1,321.56	124,688.31
FY 18/19 (Thru Feb)	0.00	1,542.28	126,230.59

<u>South Park (M24)</u>	<u>Expenses</u>	<u>Income</u>	<u>Total Fund Balance</u>
FY 07/08	(21,865.37)	0.00	(21,865.37)
FY 08/09	(8,212.97)	76,068.67	45,990.33
FY 09/10	(6,267.75)	53,553.26	93,275.84
FY 10/11	(24,731.90)	53,005.86	121,549.80
FY 11/12	(18,224.35)	31,507.30	134,832.75
FY 12/13	(17,341.44)	41,850.59	159,341.90
FY 13/14	(15,339.36)	39,724.90	183,727.44
FY 14/15	(18,281.94)	36,995.15	202,440.65
FY 15/16	(31,991.77)	28,678.51	199,127.39
FY 16/17	(16,908.12)	36,153.23	218,372.50
FY 17/18	(19,152.52)	41,858.73	241,078.71
FY 18/19 (Thru Feb)	(13,600.35)	40,250.22	267,728.58

DIABLO WATER DISTRICT

FUNDS AVAILABLE 2018 - 2019

