

RESOLUTION NO. 1996-08-02

A RESOLUTION ESTABLISHING A SUPPLEMENTAL APPROPRIATION ORDER TO REIMBURSE IMPROPER PRIOR YEAR WITHHOLDINGS AND TO CONFORM TO THE PROVISIONS OF EXISTING BENEFIT CONTRACTS

BE IT RESOLVED by the Board of Directors of the Rio Linda Water District that the 1996-97 appropriations budget is hereby amended as follows in order to provide funds for reimbursement of incorrect payroll withholdings for prior fiscal years:

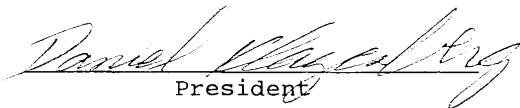
<u>Line Item</u>	<u>Amount</u>	
Salaries & Wages	\$249,061	\$250,676
Unemployment Insurance	\$2,991	\$2,507
Workers' Compensation	\$4,427	\$4,636
FICA/Medicare	\$19,056	\$19,177
Public Employees Retirement System	\$38,863	\$45,294
Group Insurance	\$27,810	\$35,820
Prior Year Withholding Reimbursement		\$3,650
To Contingency Reserve	\$58,156	\$35,804

INTRODUCED AND ADOPTED on this 14th day of August, 1996, by the following vote:

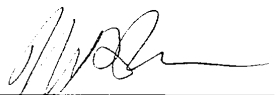
AYES, in favor hereof: Griffin, Klagenberg, Paine, Surratt  
Wickham

NOES: None

ABSENT: None

  
President

ATTEST:

  
Secretary

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RESOLUTION NO. 1996-08-01

A RESOLUTION ESTABLISHING A SUPPLEMENTAL  
APPROPRIATION FOR THE Q STREET PROJECT

BE IT RESOLVED by the Board of Directors of the Rio Linda Water District that the 1996-97 appropriations budget is hereby amended as follows to provide an appropriation for unexpected expenditures resulting from County work on Q Street:

<u>Line Item</u>	<u>Amount</u>	
Capital Acquisition/Improvement Program	<del>\$365,400</del>	\$379,400
To Contingency Reserve	<del>\$ 72,156</del>	\$ 58,156

INTRODUCED AND ADOPTED on this 14th day of August, 1996, by the following vote:


AYES, in favor hereof: Griffin, Klagenberg, Paine, Surratt  
Wickham

NOES: None

ABSENT: None

\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

RESOLUTION NO. 1996-07-1

A RESOLUTION ADOPTING THE APPROPRIATIONS  
BUDGET FOR THE 1996-97 FISCAL YEAR

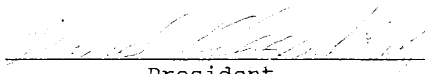
BE IT RESOLVED by the Board of Directors of the Rio Linda Water District that the resources indicated in the budget attached hereto are hereby appropriated for expenditures and reserves for the fiscal year beginning July 1, 1996 and ending June 30, 1997 as indicated in said budget.

INTRODUCED AND ADOPTED on this 10th day of July, 1996, by the following vote:


AYES, in favor hereof: Griffin, Klagenberg, Paine, Surratt

NOES: Wickham

ABSENT: None

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

## CURRENT RESOURCES:

From Beginning Unappropriated Funds	\$1,686,885	
From Restricted Funds		
From Developer Fees	\$110,000	
From First Trust - Construction Fund	\$37,000	
From First Trust - Delivery Cost Fund	\$60,000	
From First Trust - Capitalized Interest Fund	\$55,000	
From First Trust - Reserve Fund	\$416,000	
From Reserves		
From Rate Stabilization Reserve	\$700,100	
Water Service Rates		
Basic Service Charge	\$330,000	
Usage Charge	\$193,000	
Rate Stabilization Charge	\$127,080	
Multiple Unit Charge	\$11,664	
Backflow Charge	\$8,874	
Hydrant Meter Charge	\$240	
Fire Protection Service Charge	\$1,728	
Bad Debts	(\$649)	
Account Service Charges		
Late Payment Fee	\$16,800	
NSF Check Fee	\$780	
Service Disconnect Fee	\$12,480	
Lien Administration Fee	\$240	
Other Water Service Fees		
Service Installation Fee	\$7,200	
Service Modification Fee	\$100	
Plan Check Fee	\$100	
Field Service Call Fee	\$600	
Field Service/Time & Materials	\$200	
System Damage Charges	\$1,200	
Miscellaneous Revenue	\$100	
Rate Increase	\$9,824	
Investment Income		
House Rental	\$4,500	
Tower Leases	\$15,700	
Earnings on Monies	\$130,500	
Property Taxes & Related	\$36,000	
Development Fees	\$36,000	
TOTAL ALL RESOURCES		<u>\$4,009,246</u>

## APPROPRIATIONS:

## Expenses:

Officers Fees:	\$44,500
Salaries & Wages:	\$249,061
Unemployment Insurance:	\$2,991
Workers' Compensation:	\$4,427
FICA/Medicare	\$19,056
Public Employees Retirement System:	\$38,863
Group Insurance	\$27,810
Uniforms	\$1,660
Training	\$3,500
Meetings & Conferences:	\$6,500
Memberships:	\$10,685
Legal Expense	\$30,000
Elections	\$3,500
Permits/Certifications	\$3,260
Insurance	\$14,500
Laboratory Services	\$4,500
Cross-Connection Control	\$10,840
Conservation:	\$1,510
Engineering Services:	\$11,600
Communications:	\$3,270
Publishing:	\$15,600
Building	\$6,490
Transmission & Distribution:	\$7,360
Treatment:	\$4,500
Pumping:	\$130,050
Construction Equip Maint	\$900
Transportation:	\$15,000
Small Tools & Shop Supplies	\$2,000
Safety Equipment	\$1,200
Printing	\$5,000
Postage	\$9,000
Computer Supplies	\$1,000
Office Supplies	\$10,000
Publications	\$2,450
Office Equip Maint	\$3,100
716 L Street Expenses	\$500
724 L Street Expenses	\$7,500

## Debt Service Expenditures:

1994 COP's Interest	\$338,633
1994 COP's Principal	\$0
Dump Truck L/P	\$10,836
Electronic Filing System L/P	\$4,200

## Capital Expenditures:

Equipment/Facilities Replacement Program	\$47,200
Capital Acquisition/Improvement Program	\$365,400

## To Restricted Funds

To Developer Fees	\$36,000
To First Trust - Reserve Fund	\$408,500

Attachment to Resolution No. 1996-07-01

To Reserves	
To Rate Stabilization Reserve	\$648,048
To Cash Flow Reserve	\$360,781
To Contingency Reserve	\$72,156
To Self-Insurance Reserve	\$3,608
To Capital Improvement/Acquisition Reserve	\$1,000,203
TOTAL ALL APPROPRIATIONS	<u>                    </u> <u><u>\$4,009,246</u></u>

AMENDMENT TO EMPLOYMENT AGREEMENT

Effective May 1, 1996, the Rio Linda Water District and Michael L. Phelan hereby agree to replace Section 8, Paragraph C of the Employment Agreement entered into on the 23rd day of October, 1995 with the following:

C. California Public Employees Retirement System. District shall maintain its agreement with the California Public Employees Retirement System (PERS). District shall pay all contributions for PERS on behalf of Employee and Employee shall not be required to pay any contributions therefore.

IN WITNESS HEREOF this Agreement was executed on the date set forth below.

RIO LINDA WATER DISTRICT

By *Daniel Phelan* DATE 6/28/96

*MLP* DATE 6/28/96

MICHAEL L. PHELAN

RESOLUTION NO. 1996-05-05

A RESOLUTION AUTHORIZING THE AMENDMENT OF THE  
GENERAL MANAGER'S EMPLOYMENT AGREEMENT  
INCREASING THE COMPENSATION PROVISIONS  
THEREOF


WHEREAS, on October 23, 1995, the District entered into an employment agreement with Michael L. Phelan to serve as the District General Manager; and

WHEREAS, pursuant to said agreement the Board on April 23, 1996 reviewed the General Manager's performance and on April 30, 1996 considered increasing the General Manager's compensation package;


NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Rio Linda Water District that the President of the Board is hereby authorized on behalf of the District to execute an amendment to the General Manager's Employment Agreement as attached hereto.

INTRODUCED AND ADOPTED on this 13th day of May, 1996, by the following vote:

AYES, in favor hereof: Griffin, Klagenberg, Paine, Surratt  
NOES: Wickham  
ABSENT: None

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary



RESOLUTION NO. 1996-05-04

A RESOLUTION ADDING SECTION 2.01.080 TO THE  
POLICY MANUAL OF THE DISTRICT PROVIDING FOR  
COMMITTEES AND OTHER ASSIGNMENTS

BE IT RESOLVED by the Board of Directors of the Rio Linda Water District that Section 2.01.080 is hereby added to the Policy Manual as follows:


**2.01.080 Committees and Other Assignments.** Committee appointments shall be as provided in Section 2.01.070. In addition, the President of the Board may designate Board members to represent the Board as needed and to assist the General Manager in specific subject areas. Such assistance may be provided as requested by the General Manager.

INTRODUCED AND ADOPTED on this 13th day of May, 1996, by the following vote:

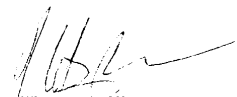
AYES, in favor hereof: Griffin, Klagenberg, Paine, Surratt

NOES: Wickham

ABSENT: None

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

RESOLUTION NO. 1996-05-03

A RESOLUTION AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE LETTER OF REPRESENTATION ATTACHED HERETO RETAINING TIM O'LAUGHLIN AS SPECIAL COUNSEL FOR MATTERS RELATED TO THE NORTHRIDGE WATER DISTRICT/RIO LINDA WATER DISTRICT CAPACITY AGREEMENT

WHEREAS, on October 19, 1994, Rio Linda Water District (District) in good faith entered into a capacity agreement (Agreement) for construction of a pipeline for the purpose of transmitting treated water from the San Juan Water District to the District; and

WHEREAS, Water Code §30544 and Government Code §56060 permit the Board of Directors to obtain legal services as deemed necessary and desirable; and

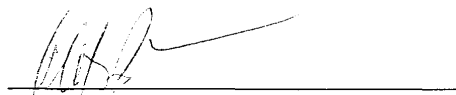
NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Rio Linda Water District that the President of the Board is hereby authorized and directed to execute on behalf of the District the acceptance of the attached letter of representation from Minasian, Minasian, Minasian, Spruance, Baaber, Meith & Soares constituting a contract for legal services related to Agreement.

INTRODUCED AND ADOPTED on this 13th day of May, 1996, by the following vote:

AYES, in favor hereof: Griffin, Klagenberg, Paine, Surratt  
NOES: Wickham  
ABSENT: None

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

MINASIAN, MINASIAN, MINASIAN, SPRUANCE, BABER, MEITH & SOARES

ATTORNEYS AT LAW

PAUL R. MINASIAN, INC.  
WILLIAM H. SPRUANCE, INC.  
WILLIAM H. BABER III, INC.  
JEFFREY A. MEITH  
M. ANTHONY SOARES  
MICHAEL V. SEXTON  
TIM O'LAUGHLIN  

---

WILLIAM C. PARIS, III  
MICHELLE DECASTRO  
MELISSA A. ATTEBERRY

(A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS)  
1881 BIRD STREET  
P. O. BOX 1679  
OROVILLE, CALIFORNIA 95965-1679  
TELEPHONE (916)533-2885  
FACSIMILE (916)533-0197

JOHN CARELTON GRAY, 1872-1913  
CARELTON GRAY, 1893-1944  
PAUL JACKSON MINASIAN, 1933-1981  

---

DAVID H. MINASIAN, RET. 1989

May 20, 1996

Michael Phelan, General Manager  
Rio Linda Water District  
P.O. Box 400  
Rio Linda, California 95673

*Re: Rio Linda Water District  
Special Legal Services*

Dear Mr. Phelan:

Rio Linda Water District has requested a written fee agreement and as provided for in §6148 of the Business and Professions Code of the State of California we agree that a fee agreement is necessary. On this special assignment we commit our arrangement for such services to writing.

Accordingly, this letter describes the basis on which our firm will provide legal services to you and how we will be compensated for our services.

The engagement for which we will represent you consists of special counsel services relating to the RLWD's contractual agreement with Northridge Water District for participation in the San Juan Water pipeline.

At all times, we will do our utmost to serve you effectively. We cannot guarantee the success of any given venture, but we will strive to represent your interests professionally and efficiently.

I have primary responsibility for your representation, and will utilize other attorneys and legal assistants in the office in the best exercise of my professional judgment. It may be that some of the work you request will be done by associates in the firm. I will review and approve their work before it is sent in final to RLWD. If, at any time, you have

questions, concerns or criticisms, please immediately contact me.

Our billing is an hourly rate for those providing services to you. Each month we will provide to you, as we have been doing, a detailed statement showing time spent, hourly rates, expenses incurred, and the total amount due. In addition, from time to time, we will submit separate bills for large costs advanced by us to consultants employed by this office to work on RLWD matters.

The hourly rates of attorneys in our office who may be assisting on RLWD matters are listed below:

	<u>Litigation</u>
Tim O'Laughlin .....	\$130.00
William C. Paris, III .....	\$130.00

In addition, we will bill and expect payment for out-of-pocket expenses such as travel, meals, filing fees, and other similarly related expenses. Any extraordinary expense such as deposition costs, printing costs, and advertising costs, in excess of \$100.00 will be billed directly to you.

Our statements generally will be prepared and mailed during the month following the month in which services are rendered and costs advanced with the exception of statements for services of consultants employed by us in connection with RLWD matters. We expect payment within a few days after the statement date.

Travel time for general work is billed at \$30.00 an hour plus \$.30 a mile. Travel time for litigation is billed at the hourly rate of \$30.00.

We will impose a late charge equal to one percent (1%) per month, non-compounded, on any balance which is unpaid for more than sixty (60) days from the date shown on the bill.

You will have the right to terminate our representation at any time. We will have the same right, and at our sole option we may discontinue legal services if invoices are not paid currently.

Except for materials and records, delivered to the RLWD, we will retain all materials and records prepared or obtained in the performance of services for the RLWD, including financial records, for a period of at least three (3) years after the generation of such materials. Upon request by the RLWD, we shall make such materials and records available to RLWD at no additional charge, except necessary copying costs, and without

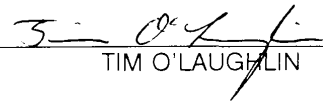
restriction or limitation to state and federal governments at no additional charge.

There shall be no discrimination against any employee who is employed in our office whether in connection with work undertaken for the RLWD or otherwise or against any applicant for such employment because of race, color, sex, sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

It is understood that our current engagement is only for Rio Linda Water District v. Northridge Water District, or any matter relating thereto or deriving therefrom.

Very truly yours,

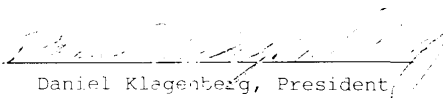
MINASIAN, MINASIAN, MINASIAN,  
SPRUANCE, BABER, MEITH & SOARES

By   
TIM O'LAUGHLIN

TO:jh

**AGREED AND ACCEPTED THIS**  
12<sup>th</sup> DAY OF MAY, 1996.

**RIO LINDA WATER DISTRICT**

By:   
Daniel Klagenberg, President

RESOLUTION NO. 1996-05-02

A RESOLUTION APPOINTING VIRGINIA A. CAHILL IS  
DISTRICT GENERAL COUNSEL AND AUTHORIZING THE  
PRESIDENT OF THE BOARD TO EXECUTE THE LETTER  
OF REPRESENTATION ATTACHED HERETO

WHEREAS, Section 2.05.010 of the Rio Linda Water District  
Policy Manual provides for appointment of a general counsel and  
for a contract for services therefore, all pursuant to Water Code  
§30544 and Government Code §56060; and

WHEREAS, the Board of Directors on April 23, 1996 and April  
30, 1996 interviewed five (5) candidates for the position of  
General Counsel; and

WHEREAS, the Board unanimously determined that it desired to  
secure the services of Virginia A. Cahill of McDonough, Holland &  
Allen as General Counsel;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of  
the Rio Linda Water District that Virginia A. Cahill is hereby  
appointed General Counsel of the Rio Linda Water District;

AND BE IT FURTHER RESOLVED that the President of the Board  
is hereby authorized and directed to execute on behalf of the  
District the acceptance of the attached letter of representation  
from McDonough, Holland & Allen constituting a contract for  
General Counsel services.

INTRODUCED AND ADOPTED on this 13th day of May, 1996, by the  
following vote:


AYES, in favor hereof: Griffin, Klagenberg, Paine, Surratt

NOES: Wickham

ABSENT: None

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

McDONOUGH, HOLLAND & ALLEN

A PROFESSIONAL CORPORATION  
ATTORNEYS

555 CAPITOL MALL, 9<sup>TH</sup> FLOOR  
SACRAMENTO, CALIFORNIA 95814

(916) 444-3900

TELECOPIER (916) 444-8334

JOSEPH E. COOMES, JR.  
DAVID J. SPOTTISWOOD  
RICHARD W. NICHOLS  
DONALD C. POOLE  
RICHARD W. OSEN  
RICHARD E. BRANDT  
RICHARD BROWN  
D. W. ROSE  
JUSAN K. EDLING  
DAVID F. BEATTY  
MICHAEL T. FOGARTY  
NATALIE E. WEST  
ANN O'CONNELL  
ROBERT W. O'CONNOR  
JEFFRY B. JONES  
T. BRENT HAWKINS  
JAMES M. RUDDICK  
DAWN H. COLE  
SHARON DAY ROSEME  
SUSAN L. SCHOENIG  
JAMES L. LEET  
MARK A. WASSER

DAVID S. SALEM  
VIRGINIA A. CAHILL  
HARRIET A. STEINER  
WILLIAM A. LIGHTIG  
EDWARD J. QUINN, JR.  
MARK GORTON  
ROBERT R. RUBIN  
PATRICIA C. ELLIOTT  
WILLIAM C. HILSON, JR.  
IRIS P. YANG  
MARY POWERS ANTOINE  
CATHY DEUBEL SALENKO  
CRAIG LABADIE  
JACK O. BROWN  
THOMAS L. HILL  
NANCY P. LEE  
MARY E. OLSEN  
EDWARD J. WRIGHT, JR.  
MICHELLE MARCHETTA KENYON  
MICHELLE M. CLARK  
STEPHEN L. GOFF  
MICHAEL K. IWAHIRO

GLENN W. PETERSON  
DAVID L. KROTINE  
JULIE E. GREEN  
TIMOTHY P. HAYES  
TODD M. BAILEY  
MARCIA L. AUGSBURGER  
NANCY T. TEMPLETON  
DAVID E. MACCHIAVELLI  
RICHARD W. SILVESTER  
DANIEL V. MARTINEZ  
STEVEN A. LAMON  
MICHAEL V. BRADY  
L. STUART LIST  
JAN PATRICK SHERRY  
DOU F. HARRIS  
DOUGLAS A. POTTS  
CYNDET OGATA  
C. NICOLE MURPHY  
MADELINE A. DAVIS  
JEREMY S. MILLSTONE  
CAROLYN MASONE  
JENNIFER S. DAVIS

PAUL C. ANDERSON  
LEAH S. GOLDBERG  
LINDA R. BECH  
THERESE L. V. SCHWAB  
WESLEY L. THOMAS  
JEFFREY L. SMYTON  
COUNSEL  
V. BARLOW GOFF  
ANN TAYLOR SCHWAB  
DANIEL L. SIMMONS  
SETH P. BRUNNER  
KELLY TESTOLIN  
ZACHARY SMITH  
CLEMENT J. DOUGHERTY, JR.  
RETIRED  
ALFRED E. HOLLAND  
BRUCE F. ALLEN  
MARTIN MCCOY LUSH  
1915-1987

May 7, 1996

Michael L. Phelan  
General Manager  
Rio Linda Water District  
P.O. Box 400  
Rio Linda, CA 95673

Re: *Legal Representation*

Dear Mr. Phelan :

Thank you for retaining McDonough, Holland & Allen to represent the Rio Linda Water District as General Counsel. Harriet Steiner and I enjoyed meeting the District's Board Members. I will be the primary attorney working with the District. After consulting with you, we will name another attorney to provide back-up when I am unavailable.

We have established a special billing rate for \$150.00 per hour for every attorney who works on this matter. If we have the help of paralegals their billing rates will be reflected in the bill we send you each month, and will be lower. In addition, we will set a flat rate of \$500 for each board meeting, to include agenda review, travel and attendance at the meeting.

Attached to this letter are the Standard Terms of our representation. The Standard Terms, along with the terms set forth in this letter, constitute the entire agreement for our representation. Please sign this letter where

YUBA CITY OFFICE  
422 CENTURY PARK DRIVE, SUITE A  
P.O. BOX 776  
YUBA CITY, CALIFORNIA 95992-0776  
(916) 671-0776  
TELECOPIER (916) 671-0390

BAY AREA OFFICE  
1999 HARRISON STREET, SUITE 1300  
OAKLAND, CALIFORNIA 94612  
(510) 273-9780  
TELECOPIER (510) 833-9104

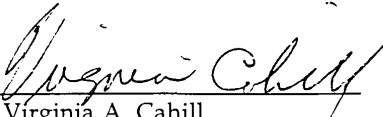
Michael L. Phelan  
Re: *Legal Representation*  
May 7, 1996  
Page 2

indicated and initial each page of the attached Standard Terms. Please return the **original** letter and Standard Terms in the enclosed envelope. You may keep the enclosed **copy** of this letter and standard terms for your records.

I look forward to working with you and your board on the issues facing the District.

Very truly yours,

McDONOUGH, HOLLAND & ALLEN

By   
Virginia A. Cahill


VAC:map  
Enclosures  
cc: Harriet A. Steiner

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The undersigned hereby approves the foregoing agreement for legal services, comprised of this letter and the accompanying Standard Terms.

RIO LINDA WATER DISTRICT

Dated: 5/13/96

BY   
Dan Klagenberg, President





McDONOUGH  
HOLLAND  
& ALLEN  
*Attorneys at Law*

## STANDARD TERMS

This statement of standard terms, along with the terms stated in the accompanying letter, constitutes the Agreement for Legal Services ("Agreement") between you and McDonough, Holland & Allen ("MH&A").

### 1. EFFECTIVE DATE

The Agreement becomes effective after you sign it and return it to us and pay any required advance fee. When signed and returned, the Agreement will be retroactive to the date we first performed services on your behalf. If we have performed legal services at your request while waiting for you to sign and return this Agreement, you will still be required to pay for those services even if you decide not to sign and return this Agreement.

### 2. FEES FOR LEGAL SERVICES

Our fees for legal services are based on the total amount of time expended on all work necessary to your representation, multiplied by the hourly rate then in effect for the person performing the work. We charge for our time in minimum units of 0.1 hours. Our current hourly rates for attorneys and other personnel range from \$90.00 to \$240.00 for attorneys and from \$30.00 to \$105.00 for other personnel. These rates are reviewed and adjusted periodically. If MH&A revises its rates while this Agreement is in effect, the revised rates will be applied to the services rendered thereafter under this Agreement and the applicable rates will be reflected in each subsequent bill that you receive.

Your principal attorney may be assisted by attorneys or paralegals whose rate is billed at hourly rates different from that rate charged by your principal attorney. The work of those attorneys and paralegals will be under the supervision of the principal attorney responsible for your representation.

From time to time, those assigned to work on your matter may need to confer among themselves concerning your representation. When that occurs, each person will charge for the time expended in conference. It may on occasion be necessary or advisable for more than one person to attend a meeting, court hearing or other proceeding and each will charge for the time that he or she spends in making those appearances. We also will charge for waiting time in court and elsewhere and for all travel time both out of town and locally.

Time spent on the telephone discussing your matter, including telephone calls with you, also will be billed, as will conferences with certain others such as investigators, consultants, or experts.

### 3. ADVANCE AGAINST FEES

Before undertaking your representation, we may request the payment of an advance against fees and we may request the payment of additional advances from time to time thereafter. The initial deposit, as well as any future deposits, will be held in our trust account. You authorize us to use that fund to pay the fees and costs that you incur.

Any fee deposits remaining at the conclusion of this representation after payment of all fees and costs will be returned to you.

Our billings will be made against this advance, which we expect to be replenished in the amount of the monthly billing, within thirty (30) days of the date of that billing. Failure to replenish the advance against fees as required will be sufficient cause for MH&A to terminate this Agreement and withdraw from your representation.

### 4. COSTS

We will incur on your behalf various costs and expenses in performing legal services under this

CLIENT INITIALS: \_\_\_\_\_

Agreement. Miscellaneous expenses will be covered by an administrative charge, currently set at 4%, which compensates the cost of normal photocopying, long distance telephone calls, regular mail postage, telecopy charges and other expenses as to which individual itemization is impractical. Costs specific to your matter such as investigation and filing fees, process server fees, required costs of travel, out-of-town lodging and meals, courier and express delivery and mail services, deposition and court reporter fees, computerized legal research, major photocopying and staff overtime, if and to the extent required, are itemized and will appear on your monthly statement as separate items.

All costs and expenses are billed at our cost. In some instances, invoices for outside services will be sent directly to you for payment. You agree to pay the administrative charge and the costs itemized on your statements in addition to the hourly fees.

## 5. BILLING STATEMENTS

We will send you statements on a regular basis for fees and costs incurred. In the usual case those statements are sent to you once a month and they reflect the work performed, the date of the work, the amount of time spent, and the identity of the person performing the work along with a detail of the costs the firm has incurred on your behalf. Payment of each statement will be due within 30 days of the statement's date.

Your failure to pay the full amount of the statement within 30 days of our billing will constitute good cause for our withdrawal from your representation and we will then pursue collection of your account. In that event, you agree to pay the costs of collecting the debt, including court costs, filings fees and reasonable attorneys' fees.

## 6. LATE PAYMENT

In fairness to the majority of our clients who pay their bills promptly, we have established late-payment procedures designed to charge to the late payors the costs of carrying their overdue accounts. Payment of our bills is due within 30 days after the date on the billing statement that you will receive monthly. You agree to pay a late charge of 5% of

the fees and costs incurred during the billing period covered by the billing statement to MH&A if payment is not received within 30 days of its date.

## 7. CLIENT'S DUTIES

You agree to be truthful with us, to cooperate, to keep us informed of developments that relate to our services, to abide by this Agreement, to pay our bills on time, and to keep us advised of your current address, telephone number and your place of employment and telephone number.

You also agree to respond promptly, fully and accurately to requests for information or documents and to other requests for assistance made by MH&A.

## 8. EXPERTS

To aid in the preparation or presentation of your case or legal position, it may become necessary to hire expert witnesses, consultants, or investigators. We will select and engage (or request you to engage) any expert witnesses, consultants or investigators. However, when feasible we will consult with you before completing the engagement.

## 9. SETTLEMENT

If this matter involves litigation or some other proceeding used to pursue or defend a claim on your behalf, MH&A will not settle your claim without your approval and you have the absolute right to accept or reject any offer of settlement. We will notify you promptly of the terms of any settlement offer that we receive on your behalf.

## 10. LIENS

You grant to MH&A a lien on any and all claims or causes of action that are the subject of our representation under this Agreement and on any advance against fees. Our lien will be for any sums owing to us for any unpaid costs or attorneys' fees at the conclusion of our services. The lien will attach to any recovery you may obtain, whether by arbitration award, judgment, settlement or otherwise.

## 11. DISCLAIMER OF GUARANTY

Nothing in this Agreement and nothing in our communications with you may be construed as a promise or guarantee of the outcome of this repre-

sentation. MH&A can make no such promises or guarantees. Our comments about the outcome of your matter are expressions of opinion only. These opinions are limited by our knowledge of the facts and are based on the state of the law at the time that they are made.

## 12. TERMINATION

You may discharge us at any time. We may withdraw with your consent or for good cause, subject to an obligation to give you reasonable notice to arrange alternate representation. Good cause includes your breach of this Agreement, refusal to cooperate with us or follow our advice on a material matter, or any fact or circumstance that would render our continuing representation unlawful or unethical.

We will notify you in writing when our services are concluded. After our services are concluded, we will, upon your request, deliver your file to you, along with any funds or property of yours in our possession.

## 13. ENTIRE AGREEMENT

This statement of standard terms and the letter to which it is attached constitutes the entire agreement between you and MH&A. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

## 14. SEVERABILITY

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the en-

tire Agreement will be severable and will remain in effect.

## 15. MODIFICATION

This Agreement may be modified by subsequent agreement between you and MH&A only by a writing signed by both parties.

## 16. ARBITRATION OF FEE DISPUTE

If a dispute arises between you and MH&A regarding attorneys' fees or costs under this Agreement and if MH&A files suit in any court because of that dispute, you have the right to stay the suit by timely electing to arbitrate the dispute under Business and Professions Code §§6200-6206, in which event MH&A must submit the matter to arbitration.

## 17. CALIFORNIA LAW

This Agreement is deemed to be entered into at our principal office in Sacramento, California and shall be interpreted according to California law, excluding its conflict of laws provisions.

## 18. NEGOTIATED AGREEMENT

This is a negotiated agreement which can be accepted or rejected by the parties. The terms of the Agreement are not set by law. You may consult independent counsel before entering into this Agreement.

## 19. ADDITIONAL TERMS

The scope of MH&A's representation in this matter is fully set forth in the letter which accompanies this Agreement as are any additional terms relating to this representation.

---

RESOLUTION NO. 1996-05-01

A RESOLUTION CALLING THE 1996 GENERAL DISTRICT ELECTION

WHEREAS, an election will be held within the Rio Linda Water District on November 5, 1996 for the purpose of electing three directors; and

WHEREAS, a statewide general election will beheld within the County of Sacramento on the same date; and

WHEREAS, Election Code §10403 requires jurisdictions to file with the Board of Supervisors, and a copy with the Registrar of Voters, a resolution requesting consolidation with a statewide election.

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


1. The District hereby requests the Board of Supervisors of Sacramento County to consolidate the regularly scheduled General District Election with the statewide election to be held November 5, 1996.
2. Candidates for Director at said election are to pay for the publication of the candidates statement, pursuant to Election Code §13307 and the limitation on the number of words within any such statement is 200 words.
3. The District hereby agrees to reimburse the Registrar of Voters for actual costs accrued, such costs to be calculated by the method set for the in the County's current Election Cost Allocation Procedures.

INTRODUCED AND ADOPTED on this 13th of May, 1996, by the following vote:


AYES, in favor hereof: Griffin, Klagenberg, Paine,  
Surratt, Wickham

NOES: None

ABSENT: None

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

RESOLUTION NO. 1996-04-02

A RESOLUTION PROVIDING FOR AN EXTENDED PERIOD  
OF REIMBURSE FROM CONNECTIONS TO A WATER MAIN

WHEREAS, Section 4.2 of the Water Rules, Rates and Regulations of the District allows a party who advances the costs for construction of a water main to be reimbursed proportionate cost shares when other property owners connect to that main for a period of up to ten (10) years; and

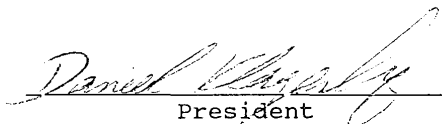
WHEREAS, the Board of Directors of the Rio Linda Water District has determined that said reimbursement period may be extended whenever another public agency advances public funds for a main extension as said use of funds would otherwise accrue to private benefit; and

WHEREAS, the Sacramento Area Flood Control Agency is proposing to extend certain water mains as indicated in the attached map which have a substantial reimbursable share;


NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Rio Linda Water District that the Rio Linda Water District will allow up to twenty (20) years for reimbursement for aforementioned water main project and the General Manager is hereby directed to establish records to that effect upon completion of said project.

INTRODUCED AND ADOPTED on this 11h day of April, 1996, by the following vote:

AYES, in favor hereof:	Griffen, Klagenberg, Paine, Surratt, Wickham
NOES:	None
ABSENT:	None

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

RESOLUTION NO. 1996-04-02

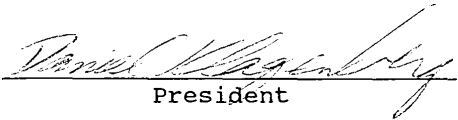
A RESOLUTION AUTHORIZING THE BOARD PRESIDENT  
TO EXECUTE AN AGREEMENT WITH DEWANTE AND  
STOWELL FOR ENGINEERING SERVICES AND APPRO-  
PRIATING FUNDS THEREFORE

BE IT RESOLVED by the Board of Directors of the Rio Linda Water District that the President of the Board is hereby authorized to accept on behalf of the District a proposal for services from Dewante and Stowell which is the same as the one attached hereto except that it shall clarify that the comparisons will include the estimated cost for water from Northridge Water District via the Northridge pipeline and that it shall have a completion date of May 31, 1996; and

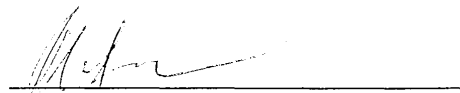
BE IT FURTHER RESOLVED that the sum of \$12,000.00 is hereby appropriated for the work to be done pursuant to the agreement authorized by this resolution.

INTRODUCED AND ADOPTED on this 11th day of April, 1996 by the following vote:

AYES, in favor hereof: Griffin, Klagenberg, Paine, Surratt  
NOES: Wickham  
ABSENT: None

  
President

ATTEST:

  
Secretary



March 15, 1996

Mr. Michael Phelan  
Rio Linda Water District  
P.O. Box 400  
Rio Linda, CA 95673

Dewante and Stowell is pleased to present our proposal to provide engineering services for investigating alternative water supply sources to serve the District's projected needs as set forth in the District's 1995 Master Water Plan Report (Report). Our understanding of the project is based on the information contained in the report and received through telephone conversations with the District Manager. Our scope of work and cost estimate are presented below for your review and approval.

#### SCOPE OF WORK

Gather and analyze data on the following alternative water supply sources and perform an alternative economic analysis to determine the apparent best alternative for the District's future water needs:

1. City of Sacramento -
  - Surface water
  - Well water
  - Surplus water
  - Natomas origin water
2. Natomas Mutual Water District water
3. Placer County Water Agency water
4. Well water within Rio Linda Water District

Our proposed scope of work for this project is to prepare a technical memorandum summarizing the alternative analysis and recommending a preferred plan.

Mr. Michael Phelan  
Rio Linda Water District  
March 15, 1996  
Page 2

Specific deliverables will include the following:

- Technical Memorandum draft
- Technical Memorandum final

**COST ESTIMATE AND SCHEDULE**

We propose to complete the above scope of work on a time and expense basis, not to exceed \$12,000 without prior authorization. Our invoices will be based on our hourly rate schedule for 1996. A breakdown of our estimated costs are as follows:

1.	Gather and analyze data	\$ 3,000
2.	Perform alternative analysis	5,000
3.	Produce tech memo	<u>4,000</u>
		\$12,000

We understand that the project must be completed by April 30, 1996.

We look forward to working with the District on this matter. If you are in agreement with this proposal, please return a countersigned copy of the proposal.

Sincerely,

DEWANTE & STOWELL

Richard M. Dewante

RMD:as

ACCEPTED BY: *Daniel Wagner*

*5/22/96*

Date



RESOLUTION NO. 1996-03-03

A RESOLUTION AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE A CONTRACT WITH MCDONOUGH, HOLLAND & ALLEN FOR LEGAL SERVICES IN CONNECTION WITH SACRAMENTO LOCAL AGENCY FORMATION COMMISSION ISSUES

BE IT RESOLVED by the Board of Directors of the Rio Linda Water District that the President of the Board is hereby authorized and directed to execute the attached contract for legal services with McDonough, Holland & Allen; and,

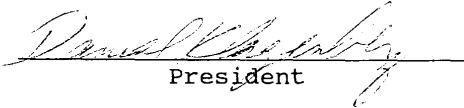
BE IT FURTHER RESOLVED that the Directors, officers and employees of the District are hereby directed to limit interaction with McDonough, Holland & Allen to matters related to issues involving the District and the Sacramento Local Agency Formation Commission.

INTRODUCED AND ADOPTED on this 27th day of March, 1996, by the following vote:


AYES, in favor hereof: Griffin, Klagenberg, Surratt

NOES: None

ABSENT: Paine, Wickham

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

McDONOUGH, HOLLAND & ALLEN

A PROFESSIONAL CORPORATION  
ATTORNEYS

555 CAPITOL MALL, 9<sup>TH</sup> FLOOR  
SACRAMENTO, CALIFORNIA 95814

(916) 444-3900

TELECOPIER (916) 444-8334

JOSEPH E. DOOMES JR.  
DAVID J. SPOTTISWOOD  
RICHARD W. NICHOLS  
RONALD C. POOLE  
ARD W. OSEN  
ARD E. BRANDT  
RICHARD BROWN  
DAVID W. POST  
SUSAN K. EDLING  
DAVID F. BEATTY  
MICHAEL T. FOGARTY  
NATALIE E. WEST  
ANN O'CONNELL  
ROBERT W. O'CONNOR  
JEFFRY R. JONES  
T. BRENT HAWKINS  
JAMES M. RUDDICK  
DAWN H. COLE  
SHARON DAY ROSEMI  
SUSAN L. SCHOENIG  
JAMES L. LEET  
MARK A. WASSER

DAVID S. SALEM  
VIRGINIA A. CAMILL  
HARRIET A. STEINER  
WILLIAM A. LICHTIG  
EDWARD J. QUINN JR.  
MARK DORTON  
ROBERT R. RUBIN  
PATRICIA D. ELLIOTT  
WILLIAM C. HILSON JR.  
TRIS P. YANG  
MARY POWERS ANTOINE  
CATHY DEUBEL SALENKO  
CRAIG LABADIE  
JACK D. BROWN  
THOMAS L. HILL  
NANCY R. LEE  
MARY E. OLSEN  
EDWARD J. WRIGHT JR.  
MICHELLE MARCHETTA KENYON  
MICHELE M. CLARK  
STEPHEN L. GOFF  
MICHAEL K. IWAHRO

GLEN W. PETERSON  
DAVID L. KRUTINE  
JULIE E. GREEF  
TIMOTHY R. HAYES  
TODD M. BAILEY  
MARCIA L. AUGSBURGER  
NANCY T. TEMPLETON  
MICHAEL V. BRADY  
DAVID E. MACCHIAVELLI  
L. STUART LIST  
KENT W. SILVESTER  
DANIEL V. MARTINEZ  
JAN PATRICK SHERRY  
DON F. HARRIS  
STEVEN A. LAMON  
DOUGLAS A. POTTS  
CLYDE T. OGATA  
D. NICOLE MURPHY  
MADELINE K. DAVIS  
JEREMY S. MILSTONE  
CAROLYN MASONE  
JENNIFER S. DAVIS

PAUL C. ANDERSON  
LEAH S. GOLDBERG  
LINDA R. BECA  
THERESE L. M. SCHWAB  
WESLEY C. EHLERS  
TERRY L. THOMAS  
  
OF COUNSEL  
V. BARLOW GOFF  
ANN TAYLOR SCHWING  
DANIEL L. SIMMONS  
SETH R. BRYNER  
KELLY TESTOLIN  
ZACHARY SMITH  
CLEMENT J. DOUGHERTY, JR.  
  
REFUSED  
ALFRED E. HOLLAND  
BRUCE F. ALLEN  
MARTIN McDONOUGH  
1915-1987

March 21, 1996

Mike Phelan  
General Manager  
Rio Linda Water District  
P. O. Box 400  
Rio Linda, CA 95673

Re: *Legal Representation*

Dear Mike :

Thank you for retaining McDonough, Holland & Allen to represent the District concerning the pending LAFCO matters.

My current billing rate is \$175.00 per hour. As we discussed, when appropriate we will utilize the help of associate attorneys and paralegals. If we have the help of associates or paralegals, their billing rates will be reflected in the billing statement we send you each month.

Attached to this letter are the Standard Terms of our representation. The Standard Terms, along with the terms set forth in this letter, constitute the entire agreement for our representation. Please sign this letter where indicated and initial each page of the attached Standard Terms. Please return the **original** letter and Standard Terms to me in the enclosed envelope. You may keep the enclosed **copy** of this letter and Standard Terms for your records.

As we discussed, you are going to send me a copy of your file on the LAFCO matters. I will review it and we can then get together to discuss these matters.

PAID BY THE  
CITY OF SACRAMENTO  
BY: [unclear]  
DATE: [unclear]  
[unclear]  
[unclear]

Mike Phelan  
Re: *Legal Representation*  
March 21, 1996  
Page 2

Thank you.

Very truly yours,

McDONOUGH, HOLLAND & ALLEN

By *Harriet Steiner*  
Harriet A. Steiner

HAS/maa  
Enclosures

---

**The undersigned hereby approves the foregoing agreement for legal services, comprised of this letter and the accompanying Standard Terms.**

Dated: 3/27/96

*Paul [Signature]*



McDONOUGH  
HOLLAND  
& ALLEN  
*Attorneys at Law*

## STANDARD TERMS

This statement of standard terms, along with the terms stated in the accompanying letter, constitutes the Agreement for Legal Services ("Agreement") between you and McDonough, Holland & Allen ("MH&A").

### 1. EFFECTIVE DATE

The Agreement becomes effective after you sign it and return it to us and pay any required advance fee. When signed and returned, the Agreement will be retroactive to the date we first performed services on your behalf. If we have performed legal services at your request while waiting for you to sign and return this Agreement, you will still be required to pay for those services even if you decide not to sign and return this Agreement.

### 2. FEES FOR LEGAL SERVICES

Our fees for legal services are based on the total amount of time expended on all work necessary to your representation, multiplied by the hourly rate then in effect for the person performing the work. We charge for our time in minimum units of 0.1 hours. Our current hourly rates for attorneys and other personnel range from \$90.00 to \$240.00 for attorneys and from \$30.00 to \$105.00 for other personnel. These rates are reviewed and adjusted periodically. If MH&A revises its rates while this Agreement is in effect, the revised rates will be applied to the services rendered thereafter under this Agreement and the applicable rates will be reflected in each subsequent bill that you receive.

Your principal attorney may be assisted by attorneys or paralegals whose time is billed at hourly rates different from that rate charged by your principal attorney. The work of those attorneys and paralegals will be under the supervision of the principal attorney responsible for your representation.

From time to time, those assigned to work on your matter may need to confer among themselves concerning your representation. When that occurs, each person will charge for the time expended in conference. It may on occasion be necessary or advisable for more than one person to attend a meeting, court hearing or other proceeding and each will charge for the time that he or she spends in making those appearances. We also will charge for waiting time in court and elsewhere and for all travel time both out of town and locally.

Time spent on the telephone discussing your matter, including telephone calls with you, also will be billed, as will conferences with certain others such as investigators, consultants, or experts.

### 3. ADVANCE AGAINST FEES

Before undertaking your representation, we may request the payment of an advance against fees and we may request the payment of additional advances from time to time thereafter. The initial deposit, as well as any future deposits, will be held in our trust account. You authorize us to use that fund to pay the fees and costs that you incur.

Any fee deposits remaining at the conclusion of this representation after payment of all fees and costs will be returned to you.

Our billings will be made against this advance, which we expect to be replenished in the amount of the monthly billing, within thirty (30) days of the date of that billing. Failure to replenish the advance against fees as required will be sufficient cause for MH&A to terminate this Agreement and withdraw from your representation.

### 4. COSTS

We will incur on your behalf various costs and expenses in performing legal services under this

CLIENT INITIALS: PK

Agreement. Miscellaneous expenses will be covered by an administrative charge, currently set at 4%, which compensates the cost of normal photocopying, long distance telephone calls, regular mail postage, telecopy charges and other expenses as to which individual itemization is impractical. Costs specific to your matter such as investigation and filing fees, process server fees, required costs of travel, out-of-town lodging and meals, courier and express delivery and mail services, deposition and court reporter fees, computerized legal research, major photocopying and staff overtime, if and to the extent required, are itemized and will appear on your monthly statement as separate items.

All costs and expenses are billed at our cost. In some instances, invoices for outside services will be sent directly to you for payment. You agree to pay the administrative charge and the costs itemized on your statements in addition to the hourly fees.

## 5. BILLING STATEMENTS

We will send you statements on a regular basis for fees and costs incurred. In the usual case those statements are sent to you once a month and they reflect the work performed, the date of the work, the amount of time spent, and the identity of the person performing the work along with a detail of the costs the firm has incurred on your behalf. Payment of each statement will be due within 30 days of the statement's date.

Your failure to pay the full amount of the statement within 30 days of our billing will constitute good cause for our withdrawal from your representation and we will then pursue collection of your account. In that event, you agree to pay the costs of collecting the debt, including court costs, filings fees and reasonable attorneys' fees.

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sentation. MH&A can make no such promises or guarantees. Our comments about the outcome of your matter are expressions of opinion only. These opinions are limited by our knowledge of the facts and are based on the state of the law at the time that they are made.

## 12. TERMINATION

You may discharge us at any time. We may withdraw with your consent or for good cause, subject to an obligation to give you reasonable notice to arrange alternate representation. Good cause includes your breach of this Agreement, refusal to cooperate with us or follow our advice on a material matter, or any fact or circumstance that would render our continuing representation unlawful or unethical.

We will notify you in writing when our services are concluded. After our services are concluded, we will, upon your request, deliver your file to you, along with any funds or property of yours in our possession.

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tire Agreement will be severable and will remain in effect.

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This Agreement may be modified by subsequent agreement between you and MH&A only by a writing signed by both parties.

## 16. ARBITRATION OF FEE DISPUTE

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## 17. CALIFORNIA LAW

This Agreement is deemed to be entered into at our principal office in Sacramento, California and shall be interpreted according to California law, excluding its conflict of laws provisions.

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## 19. ADDITIONAL TERMS

The scope of MH&A's representation in this matter is fully set forth in the letter which accompanies this Agreement as are any additional terms relating to this representation.

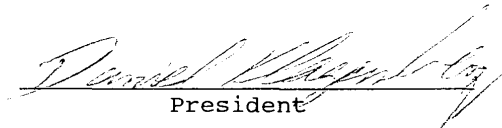
RESOLUTION NO. 1996-03-02

A RESOLUTION PROVIDING A SUPPLEMENTAL APPROPRIATION FOR THE REPAIR AND CLEANING OF A WELL


BE IT RESOLVED by the Board of Directors of the Rio Linda Water District that \$7,500.00 is hereby appropriated for the repair and cleaning of Well #4.

INTRODUCED AND ADOPTED on this 13th day of March, 1996, by the following vote:

AYES, in favor hereof: Griffin, Klagenberg, Paine, Surratt  
NOES: None  
ABSENT: Wickham

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

RESOLUTION NO. 1996-03-01

A RESOLUTION CONCURRING IN NOMINATION TO THE  
EXECUTIVE COMMITTEE OF THE ACWA/JPIA

WHEREAS, the Rio Linda Water District is a member of the Association of California Water Agencies Joint Powers Insurance Authority (ACWA/JPIA); and

WHEREAS, the Bylaws of the ACWA/JPIA provide that in order for a nomination to be made to ACWA/JPIA Executive Committee, five member districts must concur with the nominating District; and

WHEREAS, the Citrus Heights Water District has requested that this district concur in its nomination to said Executive Committee;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Rio Linda Water District that the Rio Linda Water District concurs with the nomination of Henry L. Ingram to the Executive Committee of the ACWA/JPIA; and,

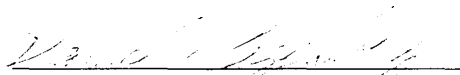
BE IT FURTHER RESOLVED that the District Secretary is hereby directed to transmit a certified copy of this resolution to the ACWA/JPIA.

INTRODUCED AND ADOPTED on this 13th day of March, 1996, by the following vote:

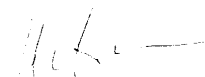
AYES, in favor hereof: Griffen, Klagenberg, Paine

NOES: Surratt

ABSENT: Wickham

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary



RESOLUTION NO. 1996-02-05

A RESOLUTION EXPRESSING THE APPRECIATION OF THE RIO LINDA WATER DISTRICT TO DANIEL R. YORK FOR HIS FIFTEEN YEARS OF SERVICE WITH THE DISTRICT

WHEREAS, Daniel R. York was hired on October 8, 1980 under the Comprehensive Employment and Training Act by the Rio Linda Water District to work in the maintenance of the water system; and,

WHEREAS, Dan's employment with the District was continued because of his exemplary performance and skills; and,

WHEREAS, during his tenure with the District Dan completed training and received various certifications from the California Department of Health, the American Water Works Association, and other professional and technical organizations; and,

WHEREAS, in March 1994 Dan was promoted to Water Maintenance Supervisor, a position in which he performed many functions for the District including serving as the District Safety Officer; and,

WHEREAS, over the years Dan has contributed to the success of the District and has worked many uncompensated hours on behalf of the Rio Linda/Elverta Community performing such services as filling and distributing sand bags during the flood disaster; and,

WHEREAS, on February 8, 1996 Dan moved on to a supervisory position of greater responsibility with another water district;


NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Rio Linda Water District that the Board on behalf of the Rio Linda/Elverta Community expresses its appreciation for the service of Dan York to the people of the community.

INTRODUCED AND ADOPTED on this 14th day of February, 1996, by the following vote:

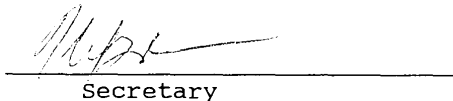
AYES, in favor hereof: Griffin, Klagenberg, Paine, Surratt  
Wickham

NOES: None

ABSENT: None

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

RESOLUTION NO. 1996-02-04

A RESOLUTION APPROPRIATING FUNDS FOR THE  
PURCHASE OF AND MAINTENANCE OF HAND HELD  
COMPUTERS FOR METER READING

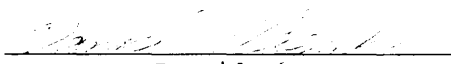
BE IT RESOLVED by the Board of Directors of the Rio Linda Water District that \$2,800 is hereby appropriated for the immediate purchase of hand held computers for meter reading, all as described in the attached proposal from Dynasty Software.

INTRODUCED AND ADOPTED on this 14th day of February, 1996, by the following vote:


AYES, in favor hereof: Griffin, Klagenberg, Paine, Surratt  
Wickham

NOES: None

ABSENT: None

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

RESOLUTION NO. 1996-02-03

A RESOLUTION RESPONDING TO THE REPORT *PROGRESS  
TOWARD A REGIONAL WATER AGREEMENT* BY PROVIDING  
COMMENTS AND AUTHORIZATION TO PROCEED

WHEREAS, representatives of business and agricultural groups, environmental interests, citizen groups, local government, and water interests have reached the unanimous conclusion that unless we come together now on a plan we can all agree with, our region will face a future with water shortages, environmental degradation, contamination, limits to economic prosperity, and stiff competition from other areas for our water; and,

WHEREAS, the mission of the Water Forum is, "Through community participation, formulate a plan for the region which will provide an adequate, safe, and reliable water supply in an environmentally sound and cost effective manner. The plan shall provide for the efficient management of available surface water, groundwater, reclaimed water resources, and water conservation to meet both the region's water needs through the year 2030 and protect our environment;" and,

WHEREAS, the Water Forum has been developing cooperative regional plans for reliable water supplies meeting generally accepted standards based upon conservation, conjunctive use, fairness of costs, and community and stakeholder acceptance; and,

WHEREAS, the report *Progress Toward a Regional Water Agreement* has been submitted to stakeholders, including the Rio Linda Water District, for review and comment; and,

WHEREAS, on February 7, 1996, at its regular meeting members of the Sacramento Local Agency Formation Commission (made up of representatives of the cities, county, special districts, and the public within Sacramento County) referred to the Water Forum process, and Rio Linda Water District's cooperation with Northridge Water District on development of a conjunctive use regional surface water transmission pipeline, as the basis for initiating action to merge Rio Linda Water District into Northridge Water District;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE RIO LINDA WATER DISTRICT that the Water Forum is hereby requested to immediately notify the Sacramento Local Agency Formation Commission that the Water Forum protests the use of cooperative efforts between governmental entities toward the achievement of the goals of the Water Forum as a justification for forcibly merging governmental agencies such as Rio Linda Water District and

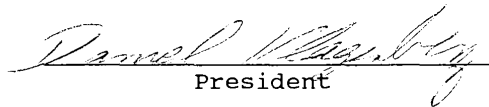
Northridge Water District and advise LAFCO representatives that such action endangers the cooperative nature of the Water Forum and is inimical to the efforts of the Water Forum; and

BE IT FURTHER RESOLVED that the additional attached comments on the proposals under serious consideration contained in the report are hereby transmitted to the Water Forum for review and consideration resulting in a response; and


BE IT FURTHER RESOLVED that the representatives of Rio Linda Water District to the Water Forum are hereby authorized to proceed with the development of a Draft Water Forum Agreement provided that the issue of forced mergers of participating water agencies is addressed.

INTRODUCED AND ADOPTED on this 14th day of February, 1996, by the following vote:

AYES, in favor hereof: Griffin, Klagenberg, Paine, Surratt  
NOES: Wickham  
ABSENT: None

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

### **ADDITIONAL COMMENTS ON PROGRESS REPORT**

1. Issues of equity of allocation of groundwater rights and fairness in implementation mechanisms for groundwater monitoring and control must be addressed early in the process of development of agreements.
2. Proposed late fall releases, instead of summer releases, of water from Folsom Reservoir to benefit fisheries may create a potential significant increase in flooding potential in areas which should be protected by the Folsom Dam. Please address this subject within future proposals.
3. Existing CEQA documentation supporting City and County land use plans which provide for growth make general references to regional water planning efforts. The City and County are preparing the CEQA documentation for the Water Forum solutions. Will the CEQA documents for the Water Forum solutions assume the growth allowed by the general plans or will it address growth alternatives available to the City and County as they relate to the need for those solutions?

RESOLUTION NO. 1996-02-02

A RESOLUTION ADDING CHAPTER 1.05 TO THE POLICY  
MANUAL SETTING FORTH THE MISSION STATEMENT AND  
GOALS OF THE RIO LINDA WATER DISTRICT

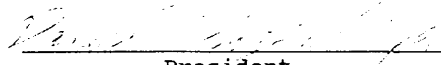
BE IT RESOLVED by the Board of Directors of the Rio Linda Water District that the attached Chapter 1.05 setting forth a mission statement and goals for the Rio Linda Water District is hereby adopted and added to the policy manual of the District.

INTRODUCED AND ADOPTED on this 14th day of February, 1996, by the following vote:

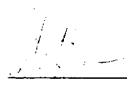
AYES, in favor hereof: Griffin, Klagenberg, Paine, Surratt,  
Wickham

NOES:

ABSENT:

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

**Chapter 1.05  
MISSION STATEMENT AND GOALS**

**Sections:**

- 1.05.010 Purpose**
- 1.05.020 Mission Statement**
- 1.05.030 Goals**

**1.05.010 Purpose.** The purpose of the District mission statement and related goals are to provide general guidelines within which District policy shall be developed and implemented.

**1.05.020 Mission Statement.** The mission of the Rio Linda Water District is to provide, in a manner responsive to District customers, a water supply that is adequate, safe, and potable (according to state and federal standards) and that meets both current and future needs.

**1.05.030 Goals.** The goals of the District are as follows:

- A. Supply water to existing and future customers in a cost-effective manner while operating the District in a financially sound manner.
- B. Construct a distribution system serving the entire District which is adequately sized and looped.
- C. Maintain existing wells and storage in a manner that meets generally accepted water works standards and develop new wells and storage to meet peak flow demands and emergency needs.
- D. Establish a responsive and cordial relationship with customers that includes effective communications and notification regarding the affairs and operations of the District.
- E. Complete and maintain a long-range plan for the water system.
- F. Develop and maintain written policies, procedures, and specifications.
- G. Establish a fiscally sound equipment replacement fund.
- H. Participate in interagency cooperation in a manner that encourages respect between the agencies,

including such cooperative activities as development of alternative water supplies, cooperative purchasing, and system interties.

- I. Develop and implement an effective water conservation program.



RESOLUTION NO. 1996-02-02

A RESOLUTION ADDING CHAPTER 1.05 TO THE POLICY  
MANUAL SETTING FORTH THE MISSION STATEMENT AND  
GOALS OF THE RIO LINDA WATER DISTRICT

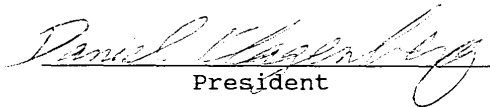
BE IT RESOLVED by the Board of Directors of the Rio Linda Water District that the attached Chapter 1.05 setting forth a mission statement and goals for the Rio Linda Water District is hereby adopted and added to the policy manual of the District.

INTRODUCED AND ADOPTED on this 14th day of February, 1996, by the following vote:


AYES, in favor hereof: Griffin, Klagenberg, Paine, Surratt,  
Wickham

NOES:

ABSENT:

  
President

ATTEST:

  
Secretary

RESOLUTION NO. 1996-02-01

A RESOLUTION ESTABLISHING A POLICY MANUAL FOR THE DISTRICT, ADOPTING TITLES 1 AND 2 THEREFORE, AND REPEALING POLICY IN CONFLICT THEREWITH

WHEREAS, it is the desire of the Board of Directors to provide for a policy manual for the District containing all policy established by the Board in order to provide for ease of compliance with District policy;

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

Section 1. The General Manager is hereby directed to maintain a policy manual for the District based upon policy adopted by the Board of Directors.

Section 2. As attached hereto, "Title 1 - General Provisions" of said policy manual is hereby adopted and established.

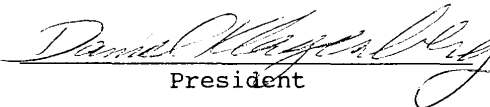
Section 3. As attached hereto, "Title 2 - Administration and Personnel" of said policy manual is hereby adopted and established.  
Section 4. Existing policy in conflict with the provisions of this resolution is hereby repealed.

INTRODUCED AND ADOPTED on this 14th day of February, 1996, by the following vote:


AYES, in favor hereof: Griffin, Klagenberg, Paine, Surratt, Wickham

NOES: None

ABSENT: None

  
President

ATTEST:

  
Secretary

# Title 1

## GENERAL PROVISIONS

**Chapters:**

- 1.01 ESTABLISHMENT OF MANUAL**
- 1.03 DEFINITIONS**

### Chapter 1.01

#### ESTABLISHMENT OF MANUAL

**Sections:**

- 1.01.010 Purposes**
- 1.01.020 Title, Citation and Reference**
- 1.01.030 Validity of Policy**
- 1.01.040 Scope of Authority Conferred**
- 1.01.050 Interpretation and Use**

**1.01.010 Purpose.** The purpose of this Chapter is to establish an official administrative policy manual for the Rio Linda Water District to serve as a single reference source for the official policy of the District relating to the administration and implementation of federal and state law and the policies of the District.

**1.01.020 Title, Citation and Reference.** This Manual shall be known as the "Rio Linda Water District Policy Manual", and may cited as and referred to herein as "Policy Manual". It shall be sufficient in the conduct of official activity of the District, its departments and officials to refer to this manual and its sections as numbered in lieu of referring to the ordinance, resolution or order establishing the policy contained and compiled herein. It shall be deemed sufficient when amending, repealing or adding to any policy contained herein to refer to this manual or to sections herein.

**1.01.030 Validity of Policy.** Policy compiled in this Policy Manual which is not consistent with or conflicts with law may be deleted from this Policy Manual by the District Secretary. Such action shall not be construed to have repealed such policy, nor should any policy not contained herein be construed to be invalid solely because it is not contained in this Policy Manual.

**1.01.040 Scope of Authority Conferred.** Nothing in this Policy Manual confers authority upon or augments the authority of any District board, commission, department, or official to adopt, administer or enforce any regulation.

**1.01.050 Interpretation and Use.** Interpretation and use of this manual should be made only in conjunction with the underlying law permitting the establishment of the policy contained herein.

**Chapter 1.03  
DEFINITIONS**

**Sections:**

1.03.001	GENERAL
1.03.020	Board, or Board of Directors
1.03.030	County
1.03.040	District
1.03.130	Manager, or General Manager
1.03.150	Oath
1.03.190	Secretary, or District Secretary
1.03.195	State
1.03.230	Water Works
1.03.233	Water Works System

**1.03.001 General.** For purposes of this Policy Manual, certain terms, phrases, words and their derivatives shall be construed as specified in this chapter, unless otherwise specified in this Policy Manual. Words used in the singular include the plural and the plural the singular. Words used in the masculine gender include the feminine and the feminine the masculine. Words used in the present tense include the past and the future tenses and vice versa, unless manifestly inapplicable.

**1.03.020 Board, or Board of Directors.** For purposes of this Policy Manual, "Board" or "Board of Directors" shall mean the Board of Directors of the Rio Linda Water District.

**1.03.030 County.** For purposes of this Policy Manual "County" shall mean the County of Sacramento.

**1.03.040 District.** For purposes of this Policy Manual, "District" shall mean the Rio Linda Water District.

**1.03.050 Employee.** For purposes of this Policy Manual, "Employee" shall mean an employee of the Rio Linda Water District, excepting officers of the District unless otherwise indicated.

**1.03.130 Manager, or General Manager.** For purposes of this Policy Manual, "Manager" or "General Manager" shall mean the General Manager of the Rio Linda Water District.

**1.03.150 Oath.** For purposes of this Policy Manual "Oath" includes an affirmation or declaration in all cases in which, by law, an affirmation may be substituted for an oath, and in such cases, the words "swear" and "sworn" shall be equivalent to the words "affirm" and "affirmed."

**1.03.155 Officer.** For purposes of this Policy Manual, "officer" includes members of the Board, the General Manager, the Auditor, and the General Counsel of the District.

**1.03.150 Secretary, or District Secretary.** For purposes of this Policy Manual, "Secretary" or "District Secretary" shall mean the General Manager of the Rio Linda Water District.

**1.03.195 State.** For purposes of this Policy Manual "State" shall mean the State of California.

**1.03.230 Water Works.** For purposes of this Policy Manual, "water works" shall mean facilities necessary to the supply, pumping, storage, treatment and distribution of water.

**1.03.233 Water Works System.** For purposes of this Policy Manual, "water works system" shall mean the water works and all facilities and equipment necessary for the administration and operation thereof.

## Title 2

### ADMINISTRATION AND PERSONNEL

Chapters:

- 2.01 BOARD OF DIRECTORS
- 2.05 APPOINTED OFFICERS
- 2.10 GENERAL MANAGER

#### Chapter 2.01 BOARD OF DIRECTORS

Sections:

- 2.01.000 DIRECTORS
- 2.01.005 Governing Body of the District
- 2.01.010 Number of directors: Qualifications
- 2.01.020 Terms of Office
- 2.01.025 Taking Office; Oath
- 2.01.030 Determination of Vacancy
- 2.01.040 Vacancies: Manner of filling
- 2.01.050 Compensation of directors
- 2.01.060 Election of President and Vice President
- 2.01.070 Duties of President and Vice President
- 2.01.100 BOARD PROCEEDINGS
- 2.01.110 Regular Meetings
- 2.01.115 Statute of Limitations
- 2.01.120 Ralph M. Brown Act
- 2.01.130 Meetings to be Informal; Robert's Rules of Order
- 2.01.140 Posting Notice
- 2.01.150 Agendas
- 2.01.160 Public Comment
- 2.01.170 Form of Action
- 2.01.175 Ordinances
- 2.01.180 Quorum; Vote Required
- 2.01.200 CONDUCT OF HEARINGS
- 2.01.205 Purpose
- 2.01.210 Questioning through President

- 2.01.220 Staff Reports
- 2.01.230 Appearance of Applicant
- 2.01.235 Appearance in Support of Proposal
- 2.01.240 Written Communication regarding Proposal
- 2.01.245 Appearance in Opposition to Proposal
- 2.01.250 Applicant's Rebuttal
- 2.01.260 Staff Summary, Alternatives/Recommendation
- 2.01.270 Close Hearing
- 2.01.280 Board Discussion and Action
- 2.01.290 Request for Stenographic Report
- 2.01.300 PRESS RELATIONS POLICY
- 2.01.305 Purpose
- 2.01.310 Press Relations
- 2.01.315 Press Releases

**2.01.000 DIRECTORS**

**2.01.005 Governing body of the district.** The board is the governing body of the district. *(See Ca Wtr Code §30575)*

**2.01.010 Number of directors: Qualifications.** The District shall have a board of five directors each of whom whether elected or appointed, shall be a voter in the District. *(See Ca Wtr Code §30500)*

**2.01.020 Terms of Office.** The term of office of each director other than directors first elected or directors appointed to fill an unexpired term shall be four years. *(See Ca Wtr Code §30502)*

**2.01.025 Taking Office; Oath.** Directors elected to office take office at noon on the first Friday in December next following the general district election. Prior to taking office, each Director shall take the official oath. *(See Ca Elec Code §10554)*

**2.01.030 Determination of Vacancy.** An office becomes vacant on the happening of any of the following events before the expiration of the term:

(a) The death of the incumbent.

(b) An adjudication pursuant to a quo warranto proceeding declaring that the incumbent is physically or mentally incapacitated due to disease, illness, or accident and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of his or her office for the remainder of his or her term. This subdivision shall not apply to offices created by the California Constitution nor to federal or state legislators.

(c) His or her resignation.

(d) His or her removal from office.

(e) His or her ceasing to be an inhabitant of the district. If a director's place of residence, as defined in Section 244 of the Government Code, is moved outside district boundaries and if within



180 days of the move or of the effective date of this section the director fails to reestablish a place of residence within the district, it shall be presumed that a permanent change of residence has occurred and that a vacancy exists.

(f) His or her absence from the state without the permission required by law beyond the period allowed by law.

(g) His or her ceasing to discharge the duties of his or her office for the period of three consecutive months, except when prevented by sickness, or when absent from the state with the permission required by law.

(h) His or her conviction of a felony or of any offense involving a violation of his or her official duties. An officer shall be deemed to have been convicted under this subdivision when trial court judgment is entered. For the purposes of this subdivision, "trial court judgment" means a judgment by the trial court either sentencing the officer or otherwise upholding and implementing the plea, verdict, or finding.

(I) His or her refusal or neglect to file his or her required oath or bond within the time prescribed.

(j) The decision of a competent tribunal declaring void his or her election or appointment.

(k) The making of an order vacating his or her office or declaring the office vacant when the officer fails to furnish an additional or supplemental bond.

(l) His or her commitment to a hospital or sanitarium by a court of competent jurisdiction as a drug addict, dipsomaniac, inebriate, or stimulant addict; but in that event the office shall not be deemed vacant until the order of commitment has become final. (See Ca Gov Code §1770; Ca Wtr Code §30508)

**2.01.040 Vacancies: Manner of filling.** All vacancies occurring in the office of director shall be filled pursuant to Section 1780 of the Government Code as follows:

(a) The remaining district board members may fill the vacancy by appointment. The person appointed shall hold office until the next district general election that is scheduled 130 or more days after the effective date of the vacancy, unless an election is also held on the same date for the purpose of electing a director to serve a full term in the same office to which the person was appointed, in which event the person appointed to the vacancy shall fill the balance of the unexpired term of his or her predecessor. Appointments pursuant to this subdivision shall be made within a period of 60 days immediately subsequent to the effective date of the vacancy and a notice of the vacancy shall be posted in three or more conspicuous places in the district at least 15 days before the appointment is made. In lieu of making an appointment the remaining members of the board may within 60 days of the vacancy call an election to fill the vacancy. The election shall be held on the next available election date provided by Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is 130 or more days after the vacancy occurs.

(b) If the vacancy is not filled by the district board as specified, or if the board has not called for an election within 60 days of the vacancy, the board of supervisors of the county representing the larger portion of the district area in which the election to fill the vacancy will be held, may fill the vacancy within 90 days of the vacancy, county supervisors may order the district to call an election to fill the vacancy. The election shall be held on the next available election date provided by Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is 130 or more days after the vacancy occurs.

(c)(1) If within 90 days of the vacancy the remaining members of the board or the board of supervisors have not filled the vacancy and no election has been called for, the district shall call an election to fill the vacancy. The election shall be held on the next available election date provided by Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is 130 or more days after the vacancy occurs.

(2) If the number of remaining members of the board falls below a quorum, at the request of the district secretary, or a remaining board member, the board of supervisors may waive the 60-day period provided in subdivision (a) and appoint immediately to fill the vacancy as provided in subdivision (a), or may call an election to fill the vacancy. The election shall be held on the next available election date provided by Chapter 1 (commencing with Section 1000) of Division 1 of the Elections Code that is held 130 or more days after the vacancy occurs. The board of supervisors shall only fill enough vacancies to provide the board with a quorum.

(d) Persons appointed to fill a vacancy shall hold office until the next district general election and thereafter until the person elected at that election to fill the vacancy has been qualified, but persons elected to fill a vacancy shall hold office for the unexpired balance of the term of office. *(See Ca Gov Code §1780)*

**2.01.050 Compensation of directors.** Each director shall receive compensation in an amount determined by resolution of the Board not to exceed one hundred dollars (\$100) for each day's attendance at meetings of the board or for each day's service rendered as a director by request of the board, not exceeding a total of six days in any calendar month, together with any expenses incurred in the performance of his duties required or authorized by the board. *(See Ca Wtr Code §30507)*

**2.01.060 Election of President and Vice President.** At its regular meeting in December the Board shall elect one of its members as President and one of its members as Vice President who shall hold office thereafter until their successors are elected and qualify. The election of the President and Vice President shall be by voice vote cast separately for each office, with the member with the highest number of votes being deemed elected.

**2.01.070 Duties of President and Vice President.** The President shall preside at all meetings of the board, shall appoint all committees and shall perform all duties necessary or incidental to his office as authorized or imposed by the board. In the absence of the President or because of the President's inability to act, the Vice President shall take his place and perform his duties. *(See Ca Wtr Code §30578)*

**2.01.100 BOARD PROCEEDINGS**

**2.01.110 Regular Meetings.** The regular meeting of the Board of Directors shall be held on the second Wednesday of each month at 7:00 p.m. at the District Office.

**2.01.120 Ralph M. Brown Act.** The Board shall hold its meetings in the manner required by the Ralph M. Brown Act. *(See Ca Gov Code 54950 et. seq)*

**2.01.130 Meetings to be Informal; Robert's Rules of Order.** It is the intent of the Board that meetings shall remain as informal as reasonably possible consistent with the business needs of the District. Failure to comply with these rules shall not invalidate an otherwise lawful action of the Board. Nevertheless, whenever the President, or a majority of the Board, deems it necessary for the orderly conduct of business, formal proceedings may be initiated. In such case, the meeting shall be conducted pursuant to Robert's Rules of Order except as otherwise provided in this Chapter.

**2.01.140 Posting Notice.** Notices and other items required to be posted by law or Board direction shall be posted on bulletin board at 810 Oak Lane and in the window of the District Office.

**2.01.150 Agendas.** The Secretary shall prepare the agenda for the meeting containing a brief description of each agenda item and post it at least 72 hours prior to the regular Board meeting after consultation with the President. If a Board member twenty-four (24) hours prior to the posting of the agenda requests a matter be placed on an agenda, the Secretary shall include an item on that agenda to permit discussion of the matter. Agendas for Special Board meetings shall be posted at least twenty-four (24) hours prior to the meeting. The Board by majority vote, or as otherwise provided by law, may modify the agenda prior to proceeding to the consideration of the first matter. All matters shall be considered by the Board in the order listed on the agenda as posted or modified, to the extent of time available. No action may be taken on any matter which did not appear on the posted agenda except as permitted by State law. Agenda items not considered or completed at a meeting for lack of time become agenda

items at following meetings in accordance with the foregoing policies.

**2.01.160 Public Comment.** An item shall be placed on each regular meeting agenda labeled "Public Comment" to provide citizens with an opportunity to express views on matters not otherwise on the agenda. Whether on this agenda item or on another item, such public expression shall be subject to the rules provided herein. No person may address the Board without the permission of the presiding officer, or a majority of the quorum, or as otherwise required by law. Except as required by law, the presiding officer may not recognize anyone other than a Board member or member of the Board staff until Board members have discussed the agenda item under consideration. A person addressing the Board shall begin by offering his name and address. Each speaker shall limit his remarks to two (2) minutes, except as otherwise specifically provided for in these rules, or except as time is extended by the presiding officer with the consent of a majority. Each speaker shall avoid repetition of the remarks of prior speaker's and speak only to the agenda item under consideration. Following each speaker's remarks, each Board member shall be given the opportunity to comment further and to address questions to the speaker.

**2.01.170 Form of Action.** The Board may act through the enactment of an ordinance whenever appropriate. Resolutions shall be adopted to grant a franchise, authorize the payment or expenditure of money through the adoption or modification of the budget, to enter into a contract or otherwise incur a debt, or to establish or modify District policy. Other action may be taken in the form of a adoption of a motion.

**2.01.175 Ordinances.** Ordinances shall be introduced at a regular meeting of the Board and may be adopted at a subsequent special or regular meeting. Ordinances shall take effect thirty (30) days after adoption provided that the Secretary shall post said ordinances in three (3) places established by the Board within ten (10) days following the adoption of the ordinance. Urgency ordinances may be introduced and adopted at a single meeting and shall become effective immediately after adoption pursuant to law.

**2.01.180 Quorum; Vote Required.** The majority of the Board shall constitute a quorum for the transaction of business. No ordinance, resolution, or motion shall be passed or become effective without the affirmative votes of at least a majority of the full board. Except where an abstention is required pursuant to law, an abstention shall be recorded as an affirmative vote.

**2.01.200 CONDUCT OF HEARINGS**

**2.01.205 Purpose.** This procedure is a guide in conducting a dignified and functional hearing.

**2.01.210 Questioning through President.** During the course of the hearing a person or Board member should direct any question regarding the matter to the President. No direct questioning of witnesses should be allowed.

**2.01.220 Staff Reports.** Staff reports will first be heard upon the matter before the Board. The staff shall submit a report describing the physical situation and other facts bearing on the case.

**2.01.230 Appearance of Applicant.** The applicant will then be given an opportunity to present statements amplifying the written application or providing supplemental information. The applicant may appear in his own behalf or by a representative.

**2.01.235 Appearance in Support of Applicant.** Anyone else wishing to do so may then speak in support of the proposal. Supporters may appear in their own behalf or by a representative.

**2.01.240 Written Communication regarding Proposal.** The Secretary will then either read or introduce into the record as a whole communications received concerning the proposal.

**2.01.245 Appearance in Opposition to Proposal.** Anyone wishing to be heard may next speak in opposition to the proposal. Opponents may also appear in their own behalf or by a representative.

**2.01.250 Applicant's Rebuttal.** The applicant or representative will be afforded the opportunity to offer statements in rebuttal to opposition statements.

**2.01.260 Staff Summary, Alternatives and Recommendation.** The staff will then present summary, alternatives and necessary recommendations.

**2.01.270 Close Hearing.** The public portion of the hearing will then be closed and no further testimony taken.

**2.01.280 Board Discussion and Action.** After the public portion of the hearing is closed and the matter is before the Board, the Board shall proceed with discussion and then: (a) defer taking action on the matter and then continue it until another time and place for further discussion and appropriate action; or (b) vote upon the matter by either granting or denying it as presented or granting it subject to conditions.

**2.01.290 Request for Stenographic Report.** Any person interested in an application or Board initiated action may request the Secretary in advance of the hearing to provide for the recording of all testimony in a stenographic report. Such person shall make the request in writing to the Secretary and shall agree to pay all costs involved in taking and preparation of the stenographic report.

**2.01.300 PRESS RELATIONS POLICY**

**2.01.305 Purpose.** The purpose of this policy is to provide for an orderly presentation to the press of factual information about District activities and Board action.

**2.01.310 Press Relations.** The General Manager is hereby designated as the official of the District to represent the District to the press. Employees of the District shall refer all press inquiries to the General Manager. Board members and other District officials are encouraged to refer press inquires regarding District activities and Board actions at meetings to the General Manager or the President of the Board. Individual Board members should take care not to represent their own opinions as those of the Board or the District, even when those opinions coincide with formal Board action.

**2.01.315 Press Releases.** Press releases regarding the District shall be approved by the General Manager and the President of the Board. Whenever possible, all members of the Board shall be given an opportunity to review proposed press releases.

**Chapter 2.05  
APPOINTED OFFICERS**

**Sections:**

- 2.05.010 Appointment of District Officers**
- 2.05.020 Director not Eligible**
- 2.05.030 Compensation and Tenure**
- 2.05.040 Bond**
- 2.05.100 Duties of Auditor**
- 2.05.200 Duties of Counsel**

**2.05.010 Appointment of District Officers.** The Board shall appoint by majority vote, and enter into contracts for services for, a general manager, auditor, and general counsel to carry out the duties required by law and other duties required by the board. Persons appointed as officers shall serve at the pleasure of the Board. *(See Ca Wtr Code §§30540,30541,30544; Ca Gov Code §3060)*

**2.05.020 Director not eligible.** A director shall not be the general manager, general counsel, or auditor. *(See Ca Wtr Code §30541)*

**2.05.030 Compensation.** The general manager, general counsel, and auditor shall each receive the compensation determined by the board. *(See Ca Wtr Code §30542)*

**2.05.040 Bond.** The District shall insure against losses caused by an employee or officer of the district in lieu of providing a bond or bonds in such amounts as shall be determined by the Board. *(See Ca Gov Code §53226.3)*

**2.05.100 Duties of Auditor.** The Auditor shall (a) audit the books of the District annually in a manner consistent with law and the rules of the American Institute of Certified Public Accountants; (b) advise the General Manager; (c) provide such other accounting related services as the Board may desire; (d) attend meetings of the Board when requested by the Board; and (e) upon receipt of an inquiry from a member of the Board regarding District financial matters, respond in writing to the entire Board with a copy to the General Manager and to the Counsel. *(See Ca Gov. Code §53060; Ca Wtr Code §30540)*

**2.05.200 Duties of Counsel.** District Counsel (a) shall provide legal advice to the Board and other officers of the District; (b) shall represent the District in legal matters before the courts; (c) shall perform such other duties as appropriately requested by the Board or the General Manager; (d) shall review all contracts and ordinances of the District prior to approval by the Board; (e) may, and when requested shall, attend meetings of the Board and its committees; (f) upon receipt of an inquiry from a member of the Board regarding District matters (exclusive of matters personal to the Director), shall respond in writing to the entire Board with a copy to the General Manager. *(See Ca Gov. Code §53060; Ca Wtr Code §31088)*



**Chapter 2.10  
GENERAL MANAGER**

**Sections:**

- 2.10.001 **EMPLOYMENT**
- 2.10.100 **MANAGER-BOARD RELATIONS**
- 2.10.105 **Attendance at Meetings**
- 2.10.110 **Matters before the Board**
- 2.10.115 **Direction from the Board**
- 2.10.120 **Requests for Information**
- 2.10.200 **DUTIES OF THE MANAGER**
- 2.10.205 **General Manager and District Secretary**
- 2.10.210 **Full Charge and Control of Water System**
- 2.10.215 **Employ and Discharge Employees**
- 2.10.220 **Prescribe Duties of Employees**
- 2.10.230 **Fiscal Agent**
- 2.10.235 **Agent of the Board**
- 2.10.240 **Representative of the Board**
- 2.10.245 **District's Public Relations Officer**
- 2.10.250 **Purchasing Agent**
- 2.10.290 **Additional Duties**

**2.10.001 EMPLOYMENT.** The Board of Directors shall employ by contract a person specially trained, experienced, and competent to perform the duties of the General Manager. Said contract shall provide for terms of employment, compensation, and other benefits, including provisions for termination of employment, in a manner consistent with this Chapter. The General Manager shall serve at the pleasure of the Board. *(See Ca Gov Code §53060)*

**2.10.100 MANAGER-BOARD RELATIONS** The relationship between the Board and the General Manager shall be governed by the following policies:

**2.10.105 Attendance at Meetings.** The General Manager shall attend all meetings of the Board and committees thereof except those closed sessions involving matters related to the employment or termination of the Manager.

**2.10.110 Matters before the Board.** The Board shall permit the General Manager to address all matters coming before the Board and, to such extent reasonably possible, the General Manager shall prepare written reports on all matters coming before the Board.

**2.10.115 Direction from the Board.** The General Manager shall receive direction from the Board only through a vote taken by the Board in public meeting except as provided by the Ralph M. Brown Act.

**2.10.120 Requests for Information.** Requests for information by members of the Board regarding the operations of the District shall be made through the General Manager or other appropriate appointed officer. When the General Manager is not available, members of the Board may pass requests for information regarding operations of the District to the General Manager through employees and assistants of the General Manager. Such employees and assistants shall as soon as possible thereafter advise the General Manager of any such request. The General Manager shall furnish requested information as soon as reasonably possible. Board members shall not attempt to give direction to employees.

**2.10.200 DUTIES OF THE GENERAL MANAGER**

**2.10.200 General Manager.** The General Manager shall perform the duties of General Manager of the District and the Duties of Secretary as provided by law and by policy statements and direction given to the General Manager by the Board.

**2.05.205 Duties as Secretary.** As Secretary, the General Manager shall: (a) serve as the secretary of the Board; (b) maintain minutes of meetings and record all hearings and official actions; and (c) serve as custodian of district records. *(See Ca Wtr Code §§30540,30570,30590; Ca Gov Code §§6200, 6250 et seq.)*

**2.10.210 Full Charge and Control of Water System.** The General Manager shall have full charge and control of the maintenance, operation, and construction of the water-works system of the district. *(See Ca Wtr Code §30580)*

**2.10.215 Employ and Discharge Employees.** The General Manager shall have full power and authority to employ and discharge all employees and assistants at pleasure. *(See Ca Wtr Code §30580)*

**2.10.220 Prescribe Duties and Fix Compensation of Employees.** The General Manager shall prescribe the duties of employees and assistants; and fix and alter the compensation of employees and assistants subject to approval by the board. *(See Ca Wtr Code §30580)*

**2.10.230 Fiscal Officer.** The General Manager, as chief fiscal officer, shall (a) prepare the annual budget for Board consideration and adoption, and maintain proper budgetary control through the establishment and maintenance of a budgetary accounting system in a manner consistent with state law; and (b) prior to the

issuance of checks to pay demands made against the District, review and approve such demands as required under the Government Code.

**2.10.235 Agent of the Board.** The General Manager shall act as agent of the Board of Directors in relationships with other consultants, contractors, engineers, legal counsel, accountants, and auditors employed and retained by the District.

**2.10.240 Representative of the District.** The General Manager shall act as representative of the District in working with county, regional, state and federal agencies concerned with water and wastewater operations and construction projects.

**2.10.245 District's Public Relations Officer.** The General Manager shall act as the District's public relations officer, endeavoring to keep the community informed of the District's efforts to operate and maintain an efficient program.

**2.10.250 Purchasing Agent.** The General Manager shall act as the purchasing agent of the District. Pursuant to direction given by the Board, the General Manager shall execute such purchase orders as may be necessary to implement the annual budget of the District.

**2.10.290 Additional Duties of General Manager.** The general manager shall also: (a) perform other duties imposed by the board; and (b) report to the board in accordance with the rules and regulations as it adopts. *(See Ca Wtr Code §30581)*

RESOLUTION NO. 1996-01-02

A RESOLUTION AUTHORIZING THE PRESIDENT OF THE  
BOARD TO EXECUTE AN AGREEMENT FOR PARTICIPATION  
IN SACRAMENTO OPERATIONAL AREA ORGANIZATION

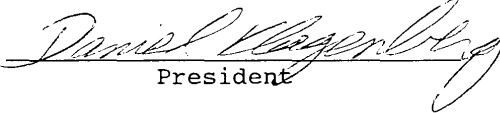
BE IT RESOLVED by the Board of Directors of the Rio Linda  
Water District that the President of the Board is hereby  
authorized to execute on behalf of the District the attached  
"Agreement for Participation in Sacramento Operational Area  
Organization."

INTRODUCED AND ADOPTED on this 10th day of January, 1996, by  
the following vote:

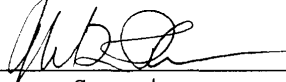
AYES, in favor hereof: Griffin, Klagenberg, Paine,  
Surratt, Wickham

NOES: None

ABSENT: None

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

RESOLUTION NO. 1996-01-01

A RESOLUTION REGARDING THE PROVISION OF GOVERNMENTAL  
SERVICES TO THE PEOPLE OF RIO LINDA AND ELVERTA

WHEREAS, the Sacramento Local Agency Formation Commission has submitted the attached letter to the Rio Linda Water District suggesting a limited study of governmental reorganization in the Rio Linda/Elverta area; and,

WHEREAS, the State of California is currently studying possible revisions to the Constitution which would provide for changes in local governmental structure serving unincorporated areas; and

WHEREAS, many options for restructuring local governmental services in the Rio Linda/Elverta area have been suggested including (1) keeping the current special district structure, increasing interagency cooperation, and strengthening County services (such as Sheriff's patrol) through a county service area; (2) incorporating a city which would assume responsibility for most governmental services; (3) forming a community services district to provide some expanded governmental services; (4) annexing to the City of Sacramento; and(5) expanding the Northridge Water District and the North Highlands Recreation and Park District into Rio Linda/Elverta; and

WHEREAS, the elected Board of Directors of the Rio Linda Water District favors facilitation of a process for an open, unbiased examination of the governmental needs of the citizens of the Rio Linda/Elverta community, all in preparation for implementation of feasible changes in governmental structure serving the community;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Rio Linda Water District that the Rio Linda Water District hereby requests that the Sacramento Local Agency Formation Commission (LAFCO) refrain from initiating a study of governmental services provided within the Rio Linda/Elverta community and denies the request from LAFCO to participate in funding of a study; and,

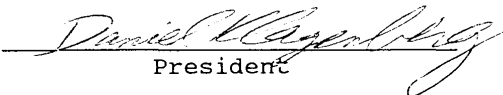
BE IT FURTHER RESOLVED that the Board of Directors of the Rio Linda Water District hereby calls upon all local governmental agencies and community organizations which serve the citizens of the Rio Linda/Elverta community to join together to establish a process for examining how residents can best provide for their service needs through revisions in local governmental structure;

INTRODUCED AND ADOPTED on this 10th day of January, 1996, by the following vote:


AYES, in favor hereof: Griffin, Klagenberg, Paine, Surratt

NOES: Wickham

ABSENT: None

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary